

October 10, 2023

The Red Lodge City Council met in regular session on October 10, 2023 at 6:00 p.m. The meeting was called to order by Mayor Cogswell, followed by the Pledge of Allegiance to the Flag.

ROLL CALL OF OFFICERS: Present: Mayor Cogswell, Aldermen Battles, Daniels, Durbin, Heaton and Ronning. Absent: Alderman Keys.

DEPARTMENT HEAD ATTENDANCE: City Clerk – Loni Hanson, Police Chief- Greg Srock, and Public Works Director- Jim Bushnell.

MINUTES OF SEPTEMBER 12 AND 26, 2023 Motion by Heaton, second by Daniels to approve the minutes of September 12, 2023 as presented and September 26, 2023 as amended. On roll call vote all Aldermen present voted "Aye." Motion carried.

Motion by Battles, second by Durbin to amend the September 26, 2023 minutes to include at the bottom of the minutes "Note: The draft Joint Airport Agreement provided by the County that was included in the packet was for transparency only, not for discussion." On roll call vote all Aldermen present voted "Aye." Motion carried.

WARRANTS PAYABLE Motion by Ronning, second by Heaton to approve warrants against the City totaling \$671,313.69 to be paid and warrants drawn on their respective funds. On roll call vote all Aldermen present voted "Aye." Motion carried.

Alderman Ronning said we made a final payment to COP Construction for \$257,708.45 for their work on the water and sewer rehab project.

MAYOR'S COMMENTS- Mayor Cogswell said the City has posted the Public Works Director position. She said our current Public Works Director, Jim Bushnell, has decided to retire. She thanked him for all of hard work he has done for the City.

Greg Srock, Police Chief, gave an update on his department and the new K-9 program.

Great West Engineering Update- Mayor Cogswell said that Great West Engineering provided the City with a list of all current projects that they are working on and pending projects. She said this was included in the packets. Chad Hanson and Brandon Duffey were both online if any of the Council members had any questions for them.

PUBLIC COMMENTS- Theresa Whistler, Red Lodge, had questions regarding the ordinance and resolution regarding the survey and boundary of the airport. She did not know how the Council could approve a survey and boundary before the boundary has been approved.

Steve Smith, Red Lodge, spoke on the letters from the Remington Ranch homeowners that were included in the packet. He said the land that was referenced in the letters is County land and not included in the airport.

ADMINISTRATION AND FINANCE- None.

PUBLIC HEALTH AND SAFETY- None.

LAND USE AND PLANNING- None.

PUBLIC WORKS- None.

CITY AIRPORT COMMITTEE- Resolution to Approve and Survey Red Lodge Airport Boundary- Mayor Cogswell said she included in the packet a resolution she drafted to approve and survey the airport boundary. She said this is just a draft for the Council to discuss. She said she also included the Comprehensive Economic Development Strategy (CEDS) document that pertained to the City-County Airport.

There was discussion among Council and staff regarding the draft resolution.

Ordinance No. 966- Establish the Red Lodge Airport Boundary (Public Hearing/1st Reading)- Mayor Cogswell opened the Public Hearing.

Sandy Conlee, Red Lodge, said the Planning Board never discussed economics during the last few Growth Policy updates. She said it is a waste of time to do three separate surveys.

Bo Ewald, Airport Board Member, said this boundary is not driven by the FAA, he said it is driven by the Airport Board not having enough money to maintain the airport and the best source of funding is from the FAA and they need us to provide them with a boundary. He talked about the emergency services area. Please see attachment. (1A)

Theresa Whistler, Red Lodge, she would like to recommend to the Council that the survey be done in three parts. She said that would give the City more flexibility in the future.

Steve Smith, Red Lodge, commented on the value of the northeast section. He said the emergency runways are for emergencies and to be an alternate for planes to land in an emergency. He said the traffic is going to increase and more operations is a positive note.

Jim Bushnell, Public Works Director, commented on a couple of previous comments regarding the fires getting worse and affordable housing. He said no one has a crystal ball to know what the fires will be and where are we going to build affordable housing.

Mayor Cogswell closed the public hearing.

Motion by Ronning, second by Durbin to approve Ordinance No. 966, an ordinance of the City of Red Lodge, Montana, establishing the Red Lodge Airport Boundary. Roll call not taken; ordinance was tabled.

Motion by Battles, second by Ronning to amend Ordinance No. 966, under number 2 shall read "Said Survey shall consist of three parts: Part one of said Survey shall be of the hanger area; Part two shall establish the outside perimeter of the airport; and the third part will delineate the emergency response area." Under number 3 shall read "Said Survey shall follow the attached map. The Survey to be prepared hereafter is

incorporated herein by reference and shall be the formal boundary of the Red Lodge Airport. On roll call vote all Aldermen voted "Aye." Motion carried.

Alderman Heaton asked if we are just giving away the additional four acres for free. She didn't think it was in the best interest of the City to do that.

Alderman Battles said she does not want to vote on a boundary without an interlocal agreement.

There was more discussion among the Council.

Motion by Ronning, second by Heaton to table Ordinance No. 966 until the October 24, 2023 meeting. On roll call vote all Aldermen present voted "Aye." Motion carried.

ORDINANCE No. 966

AN ORDINANCE OF THE CITY OF RED LODGE, MONTANA, ESTABLISHING THE RED LODGE AIRPORT BOUNDARY

WHEREAS, The City of Red Lodge has determined that a formal Boundary of the Red Lodge Airport has not been previously established; and

WHEREAS, The City of Red Lodge has determined that a formal Boundary of the Red Lodge Airport is necessary and proper in order to maintain and operate said Airport.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RED LODGE, MONTANA, AS FOLLOWS:

1. The Red Lodge Airport boundary is hereby established by a Survey that shall be prepared by Red Lodge Surveying and shall thereafter be recorded at the Carbon County Clerk and Recorder.
2. Said Survey shall consist of two parts. Part one of said Survey shall be of the hanger area in which the Airport Board may have authority to lease and build within. The second part shall be of the outside boundary of the Airport and will be the formal Boundary of the Red lodge Airport.
3. Said Survey shall follow the attached map. The Survey to be prepared hereafter is incorporated herein by reference and shall be the formal boundary of the Red Lodge Airport.
4. In the case of a conflict between the attached map and the final Survey, the final Survey that is recorded at the Carbon County Clerk and Recorder shall control.

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

First Reading by the Council on the _____ day of September, 2023.

Second Reading by the Council on the _____ day of October, 2023.

PASSED and APPROVED this _____ day of October, 2023.

Mayor

ATTEST: _____

City Clerk

Resolution No. 3632, Amended, Delay Disposition of Airport Assets- Alderman Battles said we are amending the date on this resolution to December 31, 2023.

Motion by Battles, second by Durbin to approve Resolution No. 3632, Amended, a resolution of the City Council to allow the current Airport Board to continue to maintain the airport which will delay the disposition of airport assets. On roll call vote all Aldermen present voted "Aye." Motion carried.

RESOLUTION NO. 3632

A RESOLUTION OF THE CITY COUNCIL TO ALLOW THE CURRENT AIRPORT BOARD TO CONTINUE TO MAINTAIN THE AIRPORT WHICH WILL DELAY THE DISPOSITION OF AIRPORT ASSETS

WHEREAS, the City Council for the City of Red Lodge has also determined it is in the best interest of the City to have additional time to discuss a new Interlocal Agreement, and for additional time prior to the disposition of Assets; and

WHEREAS, Carbon County has also determined it is in the best interest of the County to continue to discuss a New Interlocal Agreement, and for additional time to discuss the disposition of Assets called for in the Airport Interlocal Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Red Lodge, Montana, as follows:

The disposition of Assets called for in the Interlocal Agreement is hereby stayed until December 31, 2023, with the current Airport Board continuing in authority to maintain the Airport in its current state until said date.

PASSED and **APPROVED** by a majority of the City Council for the City of Red Lodge on this the _____ day of _____, 2023.

City of Red Lodge

Kristen Cogswell, Mayor

ATTEST: _____
Loni Hanson, City Clerk

Motion by Durbin, second by Heaton to add to the October 24, 2023 Council meeting for discussion, the resolution for the Joint Airport Interlocal agreement. On roll call vote all Aldermen present voted "Aye." Motion carried.

CORRESPONDENCE- Any correspondence was included in Council packets.

Meeting adjourned at 7:39 p.m.

ATTEST:

Mayor

City Clerk

Attached to P. 16
10-10-23

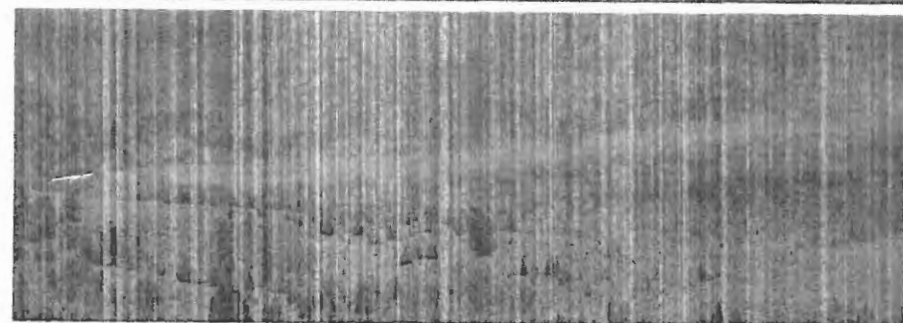
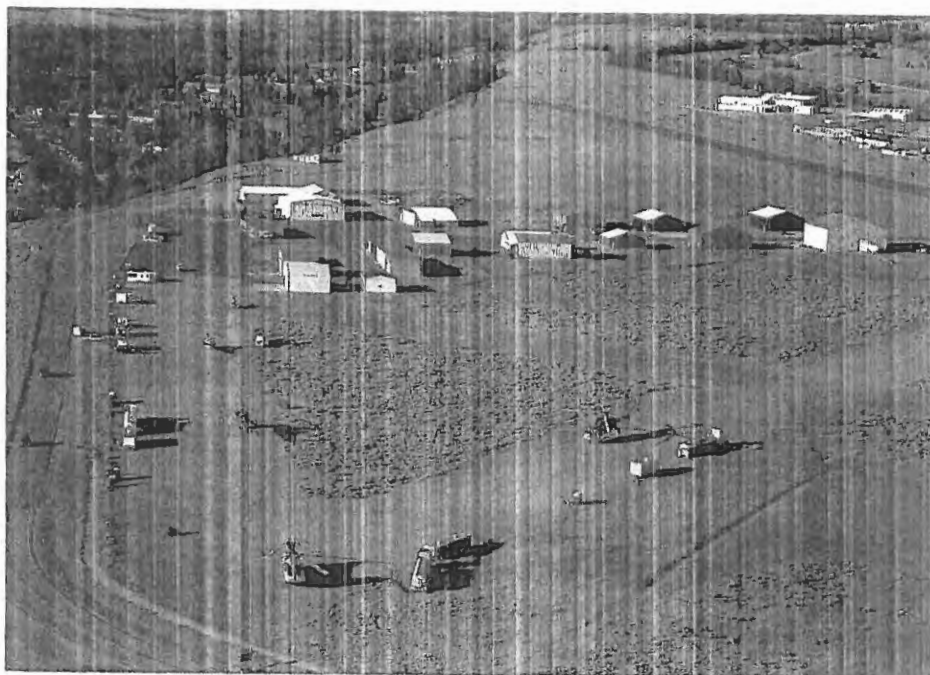
Public Safety- Fires

- Fires near Red Lodge past 20 years
 - Willie 2000 1,503
 - Cascade 2008 10,173
 - Hole Wall 2011 6,318
 - Rock Cr. 2013 950
 - West Fork 2015 700
 - Robertson 2021 29,841

- Robertson Draw Air Attack Based at KRED

- 3 Heavy Helicopters
- 4 Medium
- 1 Light
-
- ~ 40 Crew + Firefighters
-
- We expanded to support 5 Heavy and 7 Medium & Light Helicopters with Fuel Delivery roads

Red Lodge Airport Helibase



We want KRED to be the best Air Attack Helibase in the Northern Rockies to better protect our forests and homes. And, to help our economy.

Red Lodge Airport & June 2022 Flood



We used public, military and private aircraft and facilities at KRED for assessment and rescue.

Search & Rescue

- 5 helicopters participated in the search for Tatum Morell
- Red Lodge Airport was the helibase
- Helicopters, fuel, ground crew, searchers at the airport from Red Lodge, Cody, Yellowstone County, Gallatin County, Two Bear Air, and military
- Number one request from search helicopter crews – “bring in Jet A fuel”



Air Ambulance

- Emergency transfers by helicopter may take place at the scene of the accident or the Beartooth Billings Clinic
- While some of the transfers are at the Red Lodge Airport
- Fixed wing aircraft take critical patients from KRED to Denver, Salt Lake City, . . .



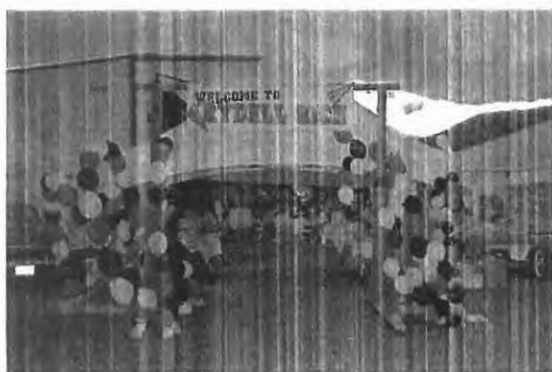
Other Community Uses

8th Grade (COVID) Graduation



Wounded Warriors

Beartooth Ball



Red Lodge Car Show



October 24, 2023

The Red Lodge City Council met in regular session on October 24, 2023 at 6:00 p.m. The meeting was called to order by Mayor Cogswell, followed by the Pledge of Allegiance to the Flag.

ROLL CALL OF OFFICERS: Present: Mayor Cogswell, Aldermen Battles, Daniels, Durbin, Heaton, Keys and Ronning.

DEPARTMENT HEAD ATTENDANCE: City Clerk – Loni Hanson, City Attorney- Dennison Butler, Public Works Director- Jim Bushnell, and Planning Director- Courtney Long.

WARRANTS PAYABLE Motion by Battles, second by Ronning to approve warrants against the City totaling \$547,161.16 to be paid and warrants drawn on their respective funds. On roll call vote all Aldermen present voted "Aye." Motion carried.

MAYOR'S COMMENTS- Airport- Mayor Cogswell said our goal this evening is to provide both a boundary and a thoughtful discussion about a joint agreement, hopefully better than what we have had, so everyone can work together productively and in the best interests of the community.

She said at the last meeting she included in the agenda packet the Airport section of the 2001 CEDS plan that was adopted by Council and is still in effect. She said she was just at a conference in Helena where we learned about a new development in Missoula, the Mullan Build- it was planned in the 1990's. It is good for a community to have plans for the future, and keep them updated as appropriate.

PUBLIC COMMENTS- Sandy Conlee, Red Lodge, said this Council should not be discussing ordinances that should be done by next year's Council. She also had comments on the Land Use Ordinance amendment regarding short-term rentals.

Chelsea Toupin, Red Lodge, had comments against the Land Use Ordinance amendment regarding short-term rentals.

Kathleen Delahanty, Red Lodge, had comments on the Land Use Ordinance amendment regarding the short-term rentals.

Michael Keys, Red Lodge, commented on the Land Use Ordinance amendment.

ADMINISTRATION AND FINANCE- Ordinance No. 965, Amended, Submit to Voters in 2024 a Proposed Amendment to the City Charter, Council Attend Remotely- Alderman Battles said this ordinance was submitted to the County Elections Administrator back in August of this year. The Elections Administrator rejected the ordinance based on the fact that the ballot language did not match the language in the ordinance. Battles said that this amendment would correct and update the language. She also said that this would not come before the voters until 2024.

There was more discussion among Council and was decided that this ordinance needs to go back to the Admin Committee to work on the wording some more.

Ordinance No. 967, Submit to Voters in 2024 a Proposed Amendment to the City Charter, Clarify Mayoral Appointments Alderman Battles said this ordinance would propose to the voters an amendment to the City Charter clarifying how the Mayoral appointments would be done. She said this had come into question when Planning Board appointments were done this year. Battles said that the Planning Board and Urban Renewal District Board are set by Montana Statute on how appointments are done and it conflicts with what our City Charter states regarding board appointments.

There was more discussion among Council and was decided that this ordinance needs to go back to the Admin Committee to further work on the wording.

PUBLIC HEALTH AND SAFETY- Collective Bargaining Agreement, Red Lodge Police Department- Alderman Heaton gave a brief overview of the Collective Bargaining Agreement between the City and the Red Lodge Police Department. She said the main things that changed were the \$1.50 raise and the grievance procedure.

Alderman Battles had questions regarding the wording under the "Training" section. She wanted clarification on whether we were going with the federal rates or state rates, because they were both mentioned in that section.

Mayor Cogswell said she would ask the Union Representative for clarification on that.

Motion by Battles, second by Durbin to table the approval of the Collective Bargaining Agreement until the next meeting when the Mayor has gotten clarification. On roll call vote all Aldermen present voted "Aye." Motion carried.

LAND USE AND PLANNING- Ordinance No. 957, 1st Amendment, Amend Municipal Code Pertaining to Land Use (Public Hearing/1st Reading) Courtney Long, Planning Director, gave a brief overview of what the Planning Board is proposing with this amendment. She said the Allowed Use Tables was one of the last recommendations by the STR Advisory Committee. The committee felt it was too technical for them so they passed it on to Planning Board to complete. Planning Board used a subcommittee of 3 Planning Board members and Sandy Conlee, as well as herself. Where there are STR prohibitions generally follows where there are long-term residential prohibitions. For example, 2 unit STRs in the R-1 and R-2 Zoning Districts are prohibited because we don't allow duplexes or 2-units for permanent residences. So why would we give STRs more allowances than our long-term residences? Also, keep in mind that "Accessory Use" is not synonymous with "Accessory Dwelling Unit." Accessory use can be within the principal structure or separate.

Mayor Cogswell opened the Public Hearing.

Jenn Capp, Red Lodge, AAA Rentals, had concerns about the R-3 zone and table. She objected this ordinance amendment based on private property rights.

Marcella Manuel, Red Lodge, said the chart needs to be looked at closely. She asked for the Council not to approve this.

Tony Toupin, Red Lodge Reservations Owner, said that if this ordinance is pushed through, he will be put out of business.

Dave Westwood, Red Lodge, didn't comment on the ordinance, but said that side conversations being had at the Council table should not be happening as this is an open meeting.

Chelsea Toupin, Red Lodge, said this ordinance would have a big impact on short-term rentals. She recommended the Council to table this.

Sandy Conlee, Red Lodge, said that limiting short-term rentals is killing this town.

Mayor Cogswell closed the Public Hearing.

Motion by Battles, second by Heaton to approve Ordinance No. 957, 1st Amendment,

Alderman Battles added that the Planning Board looked at the purpose and intent of each Zoning District when reviewing the Allowed Use Table for STRs.

There was more discussion regarding the ordinance among Council and staff.

Motion by Battles, second by Daniels to table Ordinance No. 957, 1st Amendment. On roll call vote all Aldermen present voted "Aye." Motion carried.

ORDINANCE NO. 957- 1st AM

AN ORDINANCE OF THE CITY OF RED LODGE, MONTANA, TO AMEND THE MUNICIPAL CODE PERTAINING TO LAND-USE AS GOVERNED IN TITLE 12 - DEVELOPMENT, CHAPTER 4- ZONING REGULATIONS; AND TO ADOPT THE 2022 ZONING REGULATIONS

WHEREAS: § 76-2-301 et. seq. of the Montana Code Annotated authorizes the City of Red Lodge to adopt and enforce local zoning regulation to promote the public health, safety, morals, or the general welfare of the community; and

WHEREAS: The Montana Code Annotated allows municipal governments to regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of the lot that may be occupied; the size of yards, courts and other open spaces; and

WHEREAS: It is in the public and private interest for the City to establish use controls that limit the density of population; and the location and use of buildings, structures, and land for trade, industry, residence or other purposes; and

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

WHEREAS: The Red Lodge Planning Board and Zoning Commission in concert with public comment prepared the amended 2022 Zoning Regulations and the updated Zoning Map 10.1 for the City of Red Lodge; and

WHEREAS: The Planning Board and Zoning Commission did on March 22, 2023 conduct a public hearing on the proposed amendments under Planning Board Resolution 2023-01 1st AM; and

WHEREAS: The Planning Board and Zoning Commission on a 6-1 roll call vote approved Planning Board Resolution 2023-01 1st AM which recommended that the City Council adopt by Ordinance the amended Section 4.4.22-L (Exhibit A), Allowed Use Tables (Exhibit B), and Section 4.3.176 (Exhibit C) of the 2022 Zoning Regulations and Zoning Map 10.1 for the City of Red Lodge, Montana; and

WHEREAS: The Planning Board and Zoning Commission did on June 28, 2023 conduct a public hearing on the proposed amendments under Planning Board Resolution 2023-02; and

WHEREAS: The Planning Board and Zoning Commission on a 7-0 roll call vote approved Planning Board Resolution 2023-02 which recommended that the City Council adopt by Ordinance the amended Section 4.6.0 of the 2022 Zoning Regulations and Zoning Map 10.1 for the City of Red Lodge, Montana; and

WHEREAS: The City Council of the City of Red Lodge, Montana did conducted discussion and noticed Public Hearings on October 24 and November 14, 2023 on the proposed amendments of the 2022 Zoning Regulations and Zoning Map 10.1; and

WHEREAS: The City Council of the City of Red Lodge, Montana in concert with public comment prepared amendments to the 2022 Zoning Regulations and Zoning Map 10.1.

NOW THEREFORE: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RED LODGE, MONTANA:

1. The Municipal Code of the City of Red Lodge, Montana is hereby amended in those parts set forth below:

A. Title 12 - Development, Chapter 4 - Zoning Regulations, shall be repealed and readopted to be the 2022 City of Red Lodge Zoning Regulations including the Official Zoning Map #10.1, as attached hereto; and

B. The 2022 City of Red Lodge Zoning Regulations including Official Zoning Map #10.1 shall be kept on file at the Office of the Carbon County Clerk; and

2. Repealer.

All other Ordinances, Resolutions, Documents, and Maps of the City of Red Lodge, Montana, pertaining to above noted Sections of the City Municipal Code are repealed upon the effective date of this Ordinance.

3. Effective Date.

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

Be It Ordained By the Council Members of the City of Red Lodge.

First Reading by the Council on the 24th of October, 2023.

Second Reading by the Council on the 14th of November, 2023.

PASSED and APPROVED by no less than four (4) members of the Red Lodge City Council this 14th day of November, 2023. The City of Red Lodge, Montana

By: _____

Attest: _____

PUBLIC WORKS- Resolution No. 3636, Adopt City of Red Lodge Energy Conservation Plan Courtney Long, Planning Director, said the Sustainability Board began updating the ECP a couple of years ago. They began with updating the data for 2021, and were able to correct data that was over estimated for natural gas emissions in 2016. They added "2023 Updates" to each section and updated items that have been implemented since the plan was adopted in 2018. One of the big changes is expediting our emissions goals. We can do this in part because we did meet our 5 year, 10% reduction goal by 2021. To note, we were operating the Recycling Center and Pool in 2016 but not in 2021, and that was taken into account.

Alan Best, Sustainability Board member, also spoke briefly on the Energy Conservation Plan.

This resolution will be up for action at the next Council meeting.

CITY AIRPORT COMMITTEE- Ordinance No. 966-Establish the Red Lodge Airport Boundary (Public Hearing/1st Reading)- Mayor Cogswell opened the public hearing.

No one spoke.

Mayor Cogswell closed the public Hearing.

Jim Bushnell, Public Works Director, discussed the history of past Council's and agreements regarding the Airport and the boundary.

Motion by Ronning, second by Durbin to approve Ordinance No. 966, an ordinance of the City of Red Lodge establishing the Red Lodge Airport boundary as amended.

Motion by Ronning, second by Battles to amend Ordinance No. 966, No. 1 to read "The Red Lodge Airport boundary is hereby established by a survey that will be prepared by a licensed surveyor and shall after be recorded at the Carbon County Clerk and Recorder." No. 2 to read "Said survey shall establish the outside perimeter of the airport." On roll call vote all Alderman present voted "Aye." Motion carried.

Motion by Keys, second by Heaton to amend Ordinance No. 966, No. 1 to read "The Red Lodge Airport boundary is hereby established by a survey that will be prepared by a licensed surveyor with staff accompaniment and shall after be recorded at the Carbon County Clerk and Recorder." On roll call vote Aldermen Battles, Heaton, Keys and Ronning voted "Aye." Aldermen Daniels and Durbin voted "No." Motion carried.

There was more discussion among Council members, staff and Mayor regarding the ordinance and Airport boundary.

ORDINANCE No. 966

AN ORDINANCE OF THE CITY OF RED LODGE, MONTANA, ESTABLISHING THE RED LODGE AIRPORT BOUNDARY

WHEREAS, The City of Red Lodge has determined that a formal Boundary of the Red Lodge Airport has not been previously established; and

WHEREAS, The City of Red Lodge has determined that a formal Boundary of the Red Lodge Airport is necessary and proper in order to maintain and operate said Airport.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RED LODGE, MONTANA, AS FOLLOWS:

1. The Red Lodge Airport boundary is hereby established by a Survey that shall be prepared by Red Lodge Surveying and shall thereafter be recorded at the Carbon County Clerk and Recorder.
2. Said Survey shall consist of three parts: Part one of said Survey shall be of the hanger area; Part two shall establish the outside perimeter of the airport; and the third part will delineate the emergency response area.
3. Said Survey shall follow the attached map. The Survey to be prepared hereafter is incorporated herein by reference and shall be the formal boundary of the Red Lodge Airport.
4. In the case of a conflict between the attached map and the final Survey, the final Survey that is recorded at the Carbon County Clerk and Recorder shall control.

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

First Reading by the Council on the _____ day of September, 2023.

Second Reading by the Council on the _____ day of October, 2023.

PASSED and APPROVED this _____ day of October, 2023.

Mayor

ATTEST: _____

City Clerk

Joint Airport Board Agreement- Motion by Durbin, second by Ronning to table the discussion of the Joint Airport Board Agreement until the next Council meeting on November 14th, 2023. On roll call vote all Aldermen present voted "Aye." Motion carried.

CORRESPONDENCE- Any correspondence was included in Council packets.

Meeting adjourned at 8:50 p.m.

ATTEST:

Mayor

City Clerk

2023 Red Lodge Christmas Stroll



To: Red Lodge City Council

From: Red Lodge Area Chamber of Commerce/VIC/CVB

Re: Street Closure for Christmas Stroll

Once again, this year we request the city to approve the closure of Broadway for Christmas Stroll which will be held on Friday, December 1st and Saturday, December 2nd, 2023. The street closure process will begin at 11am with cones and candles set out on the street to warn folks about the full street closure at 4 p.m. (If someone is parked on the street after about 4:45 they will be towed)

*Stroll begins at 5pm (The fire department always helps me get this done safely)

*Blade Parade at 6pm. (Any help with leading off the parade from the police is much appreciated)

*Reopening begins at 9 p.m. on both days.

We will be closing the street from the Carbon County Historical Society 8th Street to Coleman Gallery 14th Street. The community has indicated their pleasure that the street is closed as it provides a safer environment for the children and adults alike. We will be in communication with the Police/Fire Department for insight regarding the safest procedures. We will be supplying Porta Potties for our visitors again this year in several locations on the West side of Broadway. The East side of the street will be kept open for emergency access. The City Works Department typically provides the candles onto Broadway and the volunteers place them on the side street. We would also ask for help from the city with the extra garbage duty, as stated in the city permit.













We have provided a copy of the insurance certificate from HUB International confirming the purchase of the Christmas Stroll Special Event Insurance. We are also providing the permit approval from the Montana Department of Transportation.

We are excited to host such a great event again this year!

Sincerely,

Sherry L. Weamer – RLA Chamber of Commerce/Visitors Center/CVB
Kathy Robson – Red Lodge Proud & Beautiful

Landmarks & Layout Christmas Stroll 2023!

	RL Area Chamber of Commerce	1 st Interstate Bank 6th
	Grain Elevator	Ski Station 7th
	Street Closure at Library at Broadway Library	 8th
	Beartooth Market	Sunshine Yoga  CC Historical Museum 9th
	 Market 5555 Porta Pot	Buses of Yellowstone  Elks : Santa Fri and Sat 6-9 Courthouse Side Street Closure on 10th Rodeo Flag Girls 10th
ACE Hardware	 Porta Pot	Appearance Plus Pollard 11th
	Bank RL Office  Grizzly Peak Porta Pot Porta Pot Pride Park 12th	
US Postal Service	 Porta Pot RL Clay Center	PREROGATIVE Kitchen Snow Creek Saloon 13th The China Garden
	Cattail Bakery  Coleman Gallery Street Closure at Coleman Gallery at Broadway	Gallagher's Irish Rose B & B  14th 15th



USE OF CITY OWNED LAND PERMIT

DATE SUBMITTED: 10/27/23

FEES INCLUDED:

(Clean-Up Deposit- \$500.00) ----- \$ 500 pd
(Alcohol - \$100 per event) ----- \$ N/A
(\$100 per day)----- \$ ----- \$ 200 pd
(User Group with an MOU- Exempt) -----

Ordinance 960- Regulations for use of city owned property and application criteria

LOCATION REQUESTED: (include address or other description i.e. Rotary Park) Broadway Ave from 8th to 14th Street.
And 10th street on the East by the Courthouse. "the side street" just to the alley - for the Rodeo Flag girls.

APPLICANT INFORMATION:

Event Organizer Name & Phone Number: Sherry Weamer 406-446-1718

Email Address: director@redlodgechamber.org

Name of Sponsoring Business or Organization: Red Lodge Chamber/Proud and Beautiful Committee

EVENT INFORMATION:

Title of Event: 33rd Annual Red Lodge Christmas Stroll

Estimated number of participants: 2000 per night

General type of event: Family friendly holiday strolling and shopping experience.

Proposed fees charged of participants: Free

Describe any requests for camping: N/A



how your proposal meets, or impacts the required criteria below. ALL CRITERIA MUST BE ADDRESSED. If a criterion is not applicable, please explain why. Please attach drawings, pictures, site plans, renderings, traffic control plan, or additional text to fully explain your proposed use and assist the City Council in their review and decision related to your request.

1. Dates and Hours of Operation:

4:00 to 9:00pm December 1st and 2nd, 2023

2. Discuss proposed crowd control and safety measures to be used during the event. Include estimated numbers and functions of volunteers and staff.

County lighted sign at north entrance with street closed information. The Fire Department will be posted at 8th and 14th Street. Candles and caution tape will be used on the side streets. 15 Volunteers apx.

3. Impacts on Parking and Traffic Patterns for Vehicles and Pedestrians:

When our main street of Broadway is closed, it is a much safer and more pleasing experience for our locals and visitors alike. The non-profit vendors can take advantage of spreading out into the street.

Firepits can also be located in the street for warming stations and marshmallow roasting. This event has grown over the last 32 years and it is now necessary to close the street to accommodate the foot traffic.

Parking takes place on the side streets and cars simply detour around and onto a side street as well.

4. Noise: Discuss how noise from the event will be addressed and mitigated to minimize impact to surrounding properties.

We will have Christmas music playing on the downtown speakers from 4:00 to 9:00 to create a holiday atmosphere. The music is played at a low level and is turned off by 9:00pm.

5. Trash Generation: Describe your plan for solid waste disposal during and after the event.
We are asking all the non-profits in the street to supply a garbage Receptacle.

..

We also ask all the businesses to provide a garbage can outside of their building.

Due to the number of visitors, we would like to work with the City to please put out extra garbage receptacles and have them emptied on Saturday morning similar to the 4th of July process.

7. Impacts on Police, Fire or Ambulance Service: Discuss any anticipated impact on our Emergency Services including but not limited to the need for additional staffing, delayed response times or detours.

Minimal, this is a family friendly event that ends at 9:00pm. We do keep an emergency lane open by placing all the non-profits tables on one side of the street. This year the East side of the street will be kept open. We switch each year.

8. Campfires or Open Flames: Discuss any cooking facilities, campfires or any other open flames that may occur during the event.

We offer the non-profits the use of our Fire pits and firewood. We have 6 units. They make great marshmallow roasting and warming stations.

9. Sale of Goods or Services: Describe any anticipated commercial activity during the event.

We only allow non-profits to sell out in the street. We hope businesses have record sales both nights.

10. Request for Exclusive Use of City-Owned Property: Describe why a street and/or alley closure is necessary or why exclusive use of any amenity or portion of City-owned property is requested and necessary for the event.

When our main street of Broadway is closed, it is a much safer and more pleasing experience for our locals and visitors alike. The non-profit vendors can take advantage of spreading out into the street.

Firepits can also be located in the street for warming stations and marshmellow roasting. This event has grown over the last 32 years and it is now necessary to close the street to accommodate the foot traffic.

11. Alcohol: Will the event include the sale or distribution of alcohol? If yes, please explain control measures and server(s) certification. Per the [Municipal Code \(5-4-7\)](#) an exemption from the City Open Container Ordinance may be required (see item #12 below.)



13. Adjacent Neighbor Notification: All adjacent neighbors are to be contacted and recorded below. Per the City Code, Adjacent is defined as follows: (includes all lots or parcels that directly border a subject lot or parcel and all lots or parcels separated from that subject lot or parcel by only a public or private easement or right-of-way, including streets, railroads, and irrigation canals, or by a creek. Lots or parcels that adjoin only corner-to-corner, including those lots or parcels where corners are separated by a public or private easement or right-of-way, or creek are adjacent and adjoining.)

=====

A Business or Organization has requested to use City-Owned Property, as described above. As an adjacent business/resident, we want to ensure that you are aware of this proposal. Please sign below to acknowledge you were informed of the proposed event. Should you choose to comment on the request, please contact the Community Development Department.

Name of Business/Resident

Signature of Authorized Agent

The Poster and information will be printed and distributed on November 6th. I will personally go to all the stores at that time and can hand in the updated form with signatures at that time.

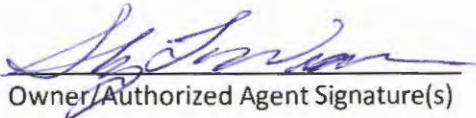
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I,
Sherry Weamer, (print name of Owner/Authorized Agent) hereby certify under penalty of perjury and the laws of the State of Montana that the information submitted herein, and on all other submitted forms, plans and all other information submitted, including any testimony given to the City Council, as a part of this application, to be true, complete, and accurate to the best of my knowledge. Should any information or representation provided in connection with this application be found to be inaccurate or untrue, I understand that any approval based thereon may be rescinded and other appropriate action taken. By signing this application, I hereby grant approval for the City of Red Lodge, its Elected Officials, Employees or Agents to enter onto the property for the purpose of inspection and routine monitoring during the event.

INDEMNIFICATION:

Applicant (Sponsoring Organization/Entity) shall indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") the City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgements, costs and expenses (including but not limited to reasonable attorney's fees and costs), which arise out of or relate to any casualty or liability claimed or caused through his/her use of the City Property pursuant to the requested permit.


Owner/Authorized Agent Signature(s)

10-27-2023
Date

CITY APPROVAL

On the _____ day of _____, 20____, as Mayor I hereby approve this Use Permit.

By: _____
Mayor

INSTRUCTIONS FOR USE OF CITY OWNED PROPERTY APPLICATION:

1. Answer all questions. Answers should be clear and contain all necessary/relevant information.
2. Include Proof of Insurance Liability for dates requested, for a minimum insured amount of \$1,000,000.00 (which must be from an A+ rated, or better, insurance company) which lists the City as an additional insured as well as being the Certificate Holder.



REDLODG-21

JGILBERTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100103109 HUB International Mountain States Limited 106 S Broadway PO Box 710 Red Lodge, MT 59068	CONTACT NAME: Jaime Gilbertz PHONE (A/C, No, Ext): (406) 200-6971 FAX (A/C, No): (406) 446-2309 E-MAIL ADDRESS: jaime.gilbertz@hubinternational.com														
INSURED Red Lodge Chamber Of Commerce PO Box 988 Red Lodge, MT 59068	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : United States Liability Insurance</td><td>25895</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Liability Insurance	25895	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NBP1558012D	4/17/2023	4/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS			CUP1572522	4/17/2023	4/17/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Red Lodge Christmas Stroll Event: Dec 1-2, 2023.

CERTIFICATE HOLDER

CANCELLATION

CITY OF RED LODGE
Red Lodge, MT 59068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heather Cape



Montana Department of Transportation

Special Use Permit

2701 Prospect Ave
PO Box 201001
Helena, MT 59620-1001
(406) 444-6200
www.mdt.mt.gov

Printed Date: 10/27/2023

Permit Number: 8271
Name: SHERRY WEAMER
Company Name: RED LODGE AREA CHAMBER OF COMMERCE
Address: P.O. BOX 988
RED LODGE, MT 59068
Phone Number: (406) 446-1718
Nature of Permit:

FOR OUR 33RD ANNUAL CHRISTMAS STROLL EVENT ON FRIDAY AND SATURDAY DECEMBER 1ST AND 2ND, 2023, WE WOULD LIKE TO CLOSE DOWN BROADWAY AVE. IN RED LODGE FROM 8TH STREET TO 14TH STREET FROM 4:00PM TO 9:00PM. THESE ARE THE SAME TIMES AND LOCATIONS AS IN THE PAST. I WILL RECEIVE PERMISSION FROM OUR CITY. I WILL HAVE THE FIRE DEPT HELP WITH THE STREET CLOSURE. THE EAST SIDE OF THE STREET WILL BE KEPT FREE OF ANY OBSTACLES FOR ANY EMERGENCY VEHICLE NEEDS.

SEE BELOW - THE APPLICATION ONLY LET ME PUT ON ONE DATE? THE EVENT IS DEC 1 AND 2. MY MILE POSTS ARE INCORRECT?

Sign Route	Corridor	Mile Post Start	Mile Post End	County
US-212	C000028	68.34	71.50	Carbon

Conditions of Permit:

Other Remarks and/or Conditions:

Applicant Date	Issue Date	End Date	Permit Type	Maintenance Division
Oct 26, 2023	Oct 27, 2023	Dec 02, 2023	Temporary	Billings

Signatures

Type	Signature	Title
Applicant	Sherry Weamer	
MDT District Rep	Walt Houghton	Maintenance Chief

Special Use Permits are subject to the following terms and conditions:

REVOCATION: This permit may be revoked by the City/State upon giving seven (7) days advanced written notice. However the City/State may revoke this permit without notice if Permittee violates any of its terms or conditions.

CITY/STATE HARMLESS FROM CLAIMS: As a consideration of being issued this permit the Permittee, their successor or assign, agrees to protect the City/State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or party by reason of the performance of this activity, character of materials used, or manner of installation, maintenance and operation or by the improper occupancy of said highway right-of-way. In the event any suit or action is brought against the City/State arising out of or by reason of any of the above causes, the Permittee, its successor or assign, will, upon notice to them of the commencement of such action, defend the same at its sole cost and expense and satisfy any judgment which may be rendered against the City/State in any such suit or action.

PROTECTION OF TRAFFIC AND PEDESTRIANS: The Permittee shall protect the event area with traffic control devices that comply with the Manual on Uniform Traffic Control Devices and will be required to submit and have approved a traffic control plan prior to commencing the event. The permittee further agrees to insure and provide for the safe passage of pedestrians within the event area and, unless approved by the City, will not allow any obstructions within any sidewalk or designated pedestrian walkway. The Permittee also agrees to insure a minimum twelve (12) foot continuous traffic lane for emergency vehicle access within the event area. Further, the Permittee will notify all area emergency services at least forty-eight (48) hours prior to the closure and will, at that time, provide said agencies with a sketch of the event layout.

RUBBISH AND DEBRIS: Immediately upon completion of the event, all rubbish and debris shall be removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City/State.

INSPECTION: The installation(s) or activities authorized by this permit shall be in compliance with the submitted plan and conditions of this permit. The Permittee may be required to remove or revise the installation(s) or activities at the sole expense of the Permittee, if the installation(s) or activities do not conform to the requirements of this permit or the submitted plan.

REMOVAL OF INSTALLATIONS: Upon termination of this event and/or permit, the Permittee will remove the installations installed under this permit at no cost to the City/State and restore the premises to the prior existing condition. Exceptions will include reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control.

CITY/STATE TO BE REIMBURSED FOR REPAIRING ROADWAY: Upon being billed, the Permittee agree to promptly reimburse the City/State for any expense incurred in repairing damage to City/State roadway or appurtenances incurred as the direct result of the event for which this permit is issued.

Any condition of this permit will not be waived without written approval of the appropriate official.



Montana Department of Transportation
Special Use Application

2701 Prospect Ave
PO Box 201001
Helena, MT 59620-1001
(406) 444-6200
www.mdt.mt.gov

Printed Date: 10/27/2023

Applicant Information

First Name *

SHERRY

Last Name *

WEAMER

Email *

director@redlodgechamber.org

Company

RED LODGE AREA CHAMBER OF COMMERCE

Mailing Address *

P.O. BOX 988

Contact Phone *

(406) 446-1718

City *

RED LODGE

State *

MT

Zip *

59068

Alternate Contact/Co-Applicant Information (Optional)

First Name	Last Name	Email	Phone	Contact Type
				<input type="radio"/> Co-Applicant <input type="radio"/> Alternate Contact
				<input type="radio"/> Co-Applicant <input type="radio"/> Alternate Contact
				<input type="radio"/> Co-Applicant <input type="radio"/> Alternate Contact
				<input type="radio"/> Co-Applicant <input type="radio"/> Alternate Contact
				<input type="radio"/> Co-Applicant <input type="radio"/> Alternate Contact

Location Information

Sign Route *

US-212

Route Name

BROADWAY AVE

Mile Post Start *

68.34

Mile Post End

71.5

City *

RED LODGE

County *

CARBON



Montana Department of Transportation
Special Use Application

2701 Prospect Ave
PO Box 201001
Helena, MT 59620-1001
(406) 444-6200
www.mdt.mt.gov

Printed Date: 10/27/2023

Permit Information

Application for permission to: *

FOR OUR 33RD ANNUAL CHRISTMAS STROLL EVENT ON FRIDAY AND SATURDAY DECEMBER 1ST AND 2ND, 2023, WE WOULD LIKE TO CLOSE DOWN BROADWAY AVE. IN RED LODGE FROM 8TH STREET TO 14TH STREET FROM 4:00PM TO 9:00PM. THESE ARE THE SAME TIMES AND LOCATIONS AS IN THE PAST. I WILL RECEIVE PERMISSION FROM OUR CITY. I WILL HAVE THE FIRE DEPT HELP WITH THE STREET CLOSURE. THE EAST SIDE OF THE STREET WILL BE KEPT FREE OF ANY OBSTACLES FOR ANY EMERGENCY VEHICLE NEEDS.

SEE BELOW - THE APPLICATION ONLY LET ME PUT ON ONE DATE? THE EVENT IS DEC 1 AND 2. MY MILE POSTS ARE INCORRECT?

Apply Date *

10/26/23

Date of Event *

12/1/23

Event Start Time (example: 9:00am) *

4:00pm

Event Duration (example: 8 hours) *

9:00pm

Will this permit require the use of an overhead banner (Permit is for the event only. No advertising on any banner or signage per ARM 18.6.205)? *

☐ Yes ☒ No

Will this permit require a street closure? *

☒ Yes ☐ No

Is this permit for a bike event? *

☐ Yes ☒ No

Has all required insurance coverage been obtained? *

☒ Yes ☐ No

Special Use permits require all other permits, eg City, be obtained before the permit is issued.

☒ I affirm that all other permits have been obtained.

Special Use Permits are subject to the following terms and conditions:

REVOCATION: This permit may be revoked by the City/State upon giving seven (7) days advanced written notice. However the City/State may revoke this permit without notice if Permittee violates any of its terms or conditions.

CITY/STATE HARMLESS FROM CLAIMS: As a consideration of being issued this permit the Permittee, their successor or assign, agrees to protect the City/State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or party by reason of the performance of this activity, character of materials used, or manner of installation, maintenance and operation or by the improper occupancy of said highway right-of-way. In the event any suit or action is brought against the City/State arising out of or by reason of any of the above causes, the Permittee, its successor or assign, will, upon notice to them of the commencement of such action, defend the same at its sole cost and expense and satisfy any judgment which may be rendered against the City/State in any such suit or action.

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Issue	City Impacts	Airport Board Impacts	Notes
Airport Board request for NE Quadrant to be included in Airport Boundary.	<p>If granted:</p> <ul style="list-style-type: none"> No City economic benefit for use of City land is being required or requested by Council. Removes any potential economic benefits from future uses of remaining available City land (ie, CART, Law Enforcement, Long-term Care facility, business park, etc) Removal of shared uses between Airport and City also removes shared City funding for future City/Airport infrastructure, ie sewer & water Nullifies a portion of the 2020 Growth Policy: "Red Lodge encourages mixed use development of properties in the Community Entrances that diversify and strengthen the economy of the entire community."¹ 	<p>If granted:</p> <ul style="list-style-type: none"> Airport may expand with more hangars for personal use or private investments with little economic return to or supervision by the City. The Airport Board will largely control development of the NE quadrant previously proposed as mixed use. Will receive no City financial sharing for required water/sewer infrastructure costs, limiting development potential. 	<ul style="list-style-type: none"> All subject property belongs to City of Red Lodge Emergency operations area for either option will not be affected either way. Maintaining the area for continued emergency operations is planned. Crosswinds runway is not included in the Airport Draft Master Plan beyond a brief mention of its existence.² Use of the area for crosswind events may be conditionally allowed until future development plans and liability to the City and nearby residences are determined. Airport Board has no plans or funds for funding required infrastructure These two proposals for additional land to be included in the Airport boundary eliminate the only remaining buildable land from any development benefitting the City
Request for additional 4 acres	<ul style="list-style-type: none"> No economic benefit for City 	<ul style="list-style-type: none"> None. Proposed uses are not identified in the draft 	<ul style="list-style-type: none"> City needs all remaining available land for future uses

¹ Red Lodge Growth Policy p. 21

² "The airport has two turf landing areas that are maintained for use at pilot's discretion. Runway 4/22 is 2,225' x 100' and Runway 16L/34R is 2,430' x 100' runway. Neither is commissioned, funded, or recognized by the FAA; however, they are both denoted as designated landing areas with the Montana Department of Transportation Aeronautics Division, Airport Directory 2022 map. Because of its status, Runway 4/22 cannot be considered as a crosswind runway for wind coverage analysis." (Draft Master Plan, §2 p.3)

	<ul style="list-style-type: none"> Further limits City opportunities Future City infrastructure benefitting both airport and City will likely not exist in that area 	<p>Master Plan as needing that area for operations. FBO is currently plotted elsewhere.</p> <ul style="list-style-type: none"> No funding identified to support speculative use 	<p>to benefit residents</p> <ul style="list-style-type: none"> No traffic study to support necessity
--	--	--	---

Notes for Council:

- Neither Mayor nor City Staff believe the proposed boundary is financially responsible or wise given City growth and deficits. Need to benefit both sides and work together to find a plan that does in fact benefit BOTH sides, not just airport.
- Mayor and City Staff support updating the Red Lodge Community Economic Development Strategy (CEDS) to revisit the optimal use of the airport area with professionals who have the expertise to survey the community, review economic issues, and recommend proposals, none of which Council has done or presented.
- Conflicts with management of the Airport will be minimized if Airport boundary is limited to runway and existing hangar area.
- City should get clarification on City liability for Crosswinds Runway, either way.
- Airport Board manages operation of the airport. **Should not manage development of City property.**
- Mayor and staff strongly advise Council needs professional services for development of this area. FAA only needs boundary for runway and hangar area.
- Hangar is already surveyed. The only thing that needs to be surveyed is the runway area.
- Need to update Red Lodge Community Economic Development Strategy (CEDS)
- Airport boundary does dictate use of the land, ie airport not City.
- No reason to add access road. No traffic study. Do it when it is an actual issue.

FAA: Land Use Compatibility and Airports

https://www.faa.gov/sites/faa.gov/files/about/office_org/headquarters_offices/apl/III.B.pdf

The FAA has available information that advises communities to proactively determine future land use benefitting both the communities and airports. These advisories have not been followed in Red Lodge for the proposed development of the Red Lodge Airport with regards to future municipal uses of City property or the determination of the airport boundary. Based on the expertise and advice of the FAA, it is recommended that Council follow the guidelines prior to determining the boundary so as to minimize future conflict with the airport and work toward a complementary and coordinated relationship.

The following are excerpts from that document.

Coordination and Implementation of Airport and Local Land Use Planning

Coordination during the early stages of Airport Master Planning and local land use planning is **extremely critical** for ensuring some level of land use compatibility. This coordination must occur before the creation, adoption, and implementation of both airport and local land use plans. Such coordination requires open dialogue and, at the least, some type of basic understanding of each other's planning processes. (Page ES-5).

Growth Policies

Some communities are developing comprehensive plans using the concept of controlling growth in specific areas. Identification of airports, surrounding affected areas, and **Master Plan concepts, as part of growth policies planning is critical** for successful growth policies planning. (Page ES-8).

Public Education and Awareness

Programs Airports or local planning agencies that expect a reasonable chance of success in their planning efforts **must provide for public education and awareness** in the planning process. (Page ES-8).

Airport Master Planning and Comprehensive Land Use Plans

Integration of airport master plans and comprehensive land use plans begins during the development of the master plan. Local municipalities within and surrounding the airport boundaries must be contacted to collect demographic data and information on existing land uses in and around airports. The local comprehensive land use plans are also reviewed to determine what types of land uses are planned for the future. Additionally, zoning ordinances

should be reviewed to determine what uses are currently permitted around the airport and if there have been any recent changes in zoning. It is important that local land use planners become involved in the review and development plans of the airport's master planning process by providing input on future airport development plans and what potential impacts these plans may have on communities around the airport. Any conflicts or inconsistencies between airport development plans and the local comprehensive plans should be noted in the airport master plan. The information on future airport expansion and development contained in the airport's master plan should be incorporated in the development of comprehensive land use plans or their subsequent updates or amendments to ensure land use compatibility in and around airports. During the development of such plans, formal coordination and consultation with the airport staff should occur so that the airport's future plans for expansion can be taken into consideration. Local land use planners should review the airport's master plan to determine how future airport projects could affect existing and projected future land uses around airports. (V-11, 12).

The airport sponsor is responsible to the extent reasonable for ensuring that land uses around the airport are compatible with existing and future airport operations. When the airport sponsor is a city and or county government, the government also is responsible for promoting the general welfare of its citizens, which includes the health and safety of all residents. (V-36).

New housing demands generated by increased population are one of the contributing factors to incompatible land uses around both commercial service and general aviation airports. Communities are often confronted with the need and desire to expand their tax base by increasing residential and business development. (V-36).

The local land use planner, the airport representative, and in some cases, an aviation consulting firm or state aviation personnel, should work together to identify the Airport Impact Zones and establish the appropriate zoning. (V-38).

It is important to reiterate that the early planning stage must include adequate opportunity for public input. Whether mandated or not, public awareness and public opinion must be sought. People in the community need to be appraised of planning for airport construction/expansion and general land use planning for their communities so that they may make informed personal and total community related decisions. Local land use planners and airport master planners need to work together to facilitate such public awareness and opportunity for input. (VI-1).

One of the most significant problems that might be encountered is a major decision on the part of airport planners to make critical changes in the short-term part of the 20-year master plan due to some unforeseen change in airport or local community activity or directions. For example, a decision to plan for construction of new runways in different directions than anticipated by the airport's 20-year master plan could have a significant effect on the long- and short-term plans adopted by the local community(ies) which did not anticipate such changes and may run contrary to the local land use plan's recommendations regarding compatible versus incompatible land uses. Or, the local government may be faced with proposals for what they

consider very desirable new land development not anticipated by the comprehensive plan. They may be concerned politically and otherwise about the significant value such development may bring to the region but which might not be in conformity with coordinated airport planning. What does either party do when such issues arise? A practical and useful approach for achieving airport land use compatibility and avoiding conflicts is to form an Airport Advisory Committee (ACC). The ACC should include representatives from the airport/aviation interests and citizen groups. The ACC should meet periodically to review proposed airport development projects and local compatible land use plans. (VI-2).

A Future Land Use Plan map should be developed to graphically represent the recommendations of the land use element of the comprehensive plan. Current and projected noise exposure mapping should be used as the land use plan is being developed (see Land Use Overlay Zones Map, V-8) to assist in making decisions about what types of land use should or should not be considered in various areas, or where the trend of most recent development should be redirected or should continue to be encouraged. It is critical to note that the land use plan (and the land use plan maps) should not stand alone; they must be supported by narrative and whatever graphic representations are needed to explain the supporting rationale for recommendations of the plan. The comprehensive plan will normally also contain recommendations regarding various infrastructure issues, other community facilities, housing, and various environmental issues, some of which may have little effect on airport and off-airport concerns but are an integral part of the comprehensive plans for the entire community and region. (VII-5).

There is one common ingredient, however, that is necessary to achieve compatible land use around airport facilities. That ingredient is dialogue. Without dialogue, there can be no consensus, no plan, and no success. Understanding that airport and community planning processes are intertwined, the examples and recommendations contained herein are not about winning, for winning implies a separation of these planning processes. Rather, the recommendations are about communication and cooperation, directed toward the establishment of common goals that are necessary for the development of compatible land use programs. (X-1).

ORDINANCE NO. 967

AN ORDINANCE OF THE CITY OF RED LODGE, MONTANA, TO SUBMIT TO THE VOTERS A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF RED LODGE, TO CLARIFY MAYORAL APPOINTMENTS OF BOARD MEMBERS

Whereas, the City of Red Lodge Charter provides for the just exercise of self-government powers, and

Whereas, the City of Red Lodge Charter Article III, Section 3.04 (#11) states, "The mayor shall appoint, with the consent of Council, all members of boards, except the mayor may appoint without the consent of Council temporary committees established by the mayor.", and

Whereas, the City of Red Lodge Charter Article III, Section 3.04 (#11) conflicts with Montana Code Annotated Section 76-1-106 and the Red Lodge Planning Board Bylaws, Article IV, Section 1 providing the representation of the Planning Board and Zoning Commission membership, and

Whereas, the City of Red Lodge Charter must comply with Montana Code Annotated regarding the representation of board membership whenever it is explicitly outlined within MCA

NOW, THEREFORE, BE IT ORDAINED by the City council of Red Lodge, Montana that:

Council shall submit to the Carbon County Elections Administrator the following language to present voters in the City of Red Lodge:

Vote for one

Shall the voters of the City of Red Lodge amend the Red Lodge City Charter as follows:

Current City Charter Language: "The mayor shall appoint, with the consent of Council, all members of boards, except the mayor may appoint without the consent of Council temporary committees established by the mayor."

Proposed Change: "The mayor shall appoint, with the consent of Council, all members of boards, **except when board representation and membership is explicitly outlined within Montana Code Annotated**, and except the mayor may appoint without the consent of Council temporary committees established by the mayor."

() FOR amending the Charter of the City of Red Lodge.

() AGAINST amending the Charter of the City of Red Lodge.

PASSED by the City Council of the City of Red Lodge on first reading this ____ day of November, 2023.

PASSED, ADOPTED, and APPROVED on second reading this ____ day of November, 2023.

MAYOR

ATTEST:

City Clerk

Collective Bargaining Agreement

Between

City of Red Lodge

Red Lodge, Montana

And

Red Lodge Police Department

Effective: July 1, ~~2020~~2023 – June 30, ~~2023~~2025

AGREEMENT

An Agreement entered into by and between the City of Red Lodge, Montana, hereafter called the "Employer" and Local 3526 Red Lodge Police Department, an affiliate of Montana State Council No. 9 of the American Federation of State, County, and Municipal Officers, AFL-CIO, hereafter called the "Union".

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative, pursuant to 39-31-103 (4), MCA, for all full-time and regular part-time Red Lodge Police Department who are members of the certified bargaining unit.

ARTICLE 2 – UNION SECURITY

1. The Employer recognizes the right of members of the Unit to organize, join and support a Union for purposes of engaging in collective bargaining. The Employer agrees to accept and honor voluntary written assignment of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

2. New Employee Orientation

The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

The Employer will include in the packet of personnel and payroll forms provided to new employees covered by this Agreement, authorization for payroll deduction of union fee forms. Any Union materials that require the employee's signature shall be returned to the Union by the Employer upon completion.

3. Statutory Rights/Inquiries

The Union and the Employer agree that employing City agencies may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that employing City agencies shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives

ARTICLE 3 – OFFICER RIGHTS

Non-discrimination:

Officers shall have and shall be protected in the exercise of the right of self organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment.

The Employer shall recruit, appoint, assign, train, evaluate, retain and promote its Police Officers without regard to race, color, religion, creed, sex, age, marital status, sexual orientation, gender identity, or national origin.

No Officer shall be favored or discriminated against, either by the Union or the Employer, because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, or for any other form of lawful concerted activity. This is in accordance with Montana Code Annotated 39-31-201.

Personnel Information:

Any Officer may request, and by appointment shall be permitted, to examine all of the information in his/her personnel file and shall be allowed a copy of material in his/her personnel file.

No disciplinary action taken against any Officer covered by this Agreement shall be placed in the Officer's personnel file unless a copy of same is provided to the Officer. The Officer will sign the disciplinary action for the sole purpose of the receipt of such form. The Officer shall be required to submit a written statement as to any disagreement with the facts related to such material which shall also be included in the Officer's personnel file.

Representation:

Officers may have a Union representative during an investigatory meeting when the Officer believes that information he/she gives may be used against him/her. Their rights shall be governed by the Weingarten Rule.

Just Cause:

No non-probationary Officer will be disciplined, discharged, or suspended without pay except for just cause. Just cause shall be defined as a violation of, or failure to follow duly established rules, regulations, procedures, ordinances, laws and policies of the City of Red Lodge and state and federal government.

For other than serious infractions, as determined by the Employer, discipline should be applied at progressive and escalating levels. The level or degree of discipline imposed shall be

appropriately based upon the Officer's prior record of service, length of service, severity of offense, and prior record of discipline. Serious infractions, for which immediate suspension and/or dismissal is appropriate, may include the following:

1. Theft;
2. Falsification of records;
3. Fighting;
4. Use, possession, or sale of alcohol or controlled substances while at work;
5. Violation of non-discrimination and/or sexual harassment policies;
6. Use of City equipment, vehicles, time or non-public facilities for private purposes (except where allowed by policy);
7. Use of obscene, abusive, or threatening language or gestures;
8. Disregarding safety and security guidelines;
9. Failing to maintain confidentiality;
10. Failure to meet state requirements necessary for performance of job duties;
11. Felony conviction;
12. Conviction of any other offense(s) which preclude the Officer from performing the essential duties of the job;
13. Violation of the Montana Code of Ethics, Title 2, Chapter 2, Part 1, MCA;
14. Gross misconduct;
15. Gross insubordination;
16. Gross negligence.

Disciplinary actions or measures may include the following:

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension Without Pay
- d. Discharge

The provisions of this section shall not prevent the Employer from ordering other remedial action.

Any disciplinary notice that is placed in the personnel file of an officer will be signed by the officer. The officer may add a rebuttal in writing which will be attached to the notice, and once the infraction or cause for the disciplinary notice has been satisfied, the officer may request that a document of satisfaction be attached to the original notice. Disciplinary notices shall be considered current and in effect for a period of eighteen (18) months after issuance. Bargaining unit Officers may request purging of disciplinary communications from their file after a period of eighteen (18) months. The Chief of Police will determine, after consultation with the Officer, whether or not to grant the removal of the disciplinary communication(s). If the Chief rejects

~~the request, an Officer may request again in 6 months. Removal of disciplinary actions from an Officer's personnel file resides with the Chief of Police.~~

ARTICLE 4 – UNION RIGHTS

Union Bulletin Board:

The Employer shall allow a bulletin board for the Union.

Union Visits:

AFSCME representatives shall have access to the workplace during working hours to conduct Union business, with prior notification to the Employer. The representative will not disrupt the work of any Officer without obtaining prior permission from the Chief of Police or his/her designee.

ARTICLE 5 – EMPLOYER RIGHTS

1. The Employer shall have all rights secured by 39-31-303, MCA.
2. The Mayor of the City of Red Lodge retains and shall exercise all of the powers entrusted to him/her according to 7-32-4103, MCA.
3. The Chief of Police of the City of Red Lodge retains and shall exercise all of the powers entrusted to him/her according to 7-32-4105, MCA.
4. The Red Lodge City Council retains and shall exercise all of the powers entrusted to it according to 7-1-4124, and 7-5-4101, of the MCA.

ARTICLE 6 – PROBATIONARY PERIOD

All newly-hired Officers shall serve a probationary period of twelve (12) months. In the event that the Officer does not successfully complete the probationary period, his/her employment with the City of Red Lodge will be terminated. The duties, obligations, and performance standards of the newly hired Officers shall be stated in writing at the time of employment.

Probationary Officers may not utilize the grievance procedures set forth in this Agreement.

ARTICLE 7 – SENIORITY

A. An Officer of the certified bargaining unit who serves continuously with the Red Lodge Police Department shall be entitled to employment seniority. Seniority shall accrue from the initial hire date of the Officer who has successfully completed the one (1) year probationary period.

B. Layoff: In the event the Employer decided to reduce the number of Officers within the department, it shall lay off the Officer who has the least seniority. The Employer will give an Officer, subject to layoff, a minimum of thirty (30) calendar days advance notice.

C. Recall: When there is an open position within the bargaining unit, the most senior Officer on layoff status will be notified by the Employer of the open position by certified, return receipt letter to the Officer's last known address and email if available. The recalled Officer will, within twenty (20) calendar days of receipt of the mailed notice by the Employer, notify the Employer in writing of his/her intent to return to work. Should the recalled Officer fail to issue such notification, or should the Officer fail to return to work at the time specified by the Employer, the Officer shall be deemed to have resigned his/her position. In the event an Officer was placed on layoff from a full-time position, he or she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall.

ARTICLE 8 – HOURS OF WORK

Full-time Officers:

Shift lengths can be changed by mutual agreement between the bargaining unit and the Employer. Anything over eighty (80) hours in the bi-weekly pay period will be overtime and paid as such. Standard shift length will be 10-hours.

Part-time Officers:

When an Officer is working less than thirty-two (32) hours per week but more than twenty (20) hours per week, and is Montana Law Enforcement Academy (M.L.E.A.) certified, that Officer will be paid the same as a full-time Officer.

All part-time Officers have to complete the academy or they will be considered a Reserve Officer Status. (As per state law: 1 year after hiring date)

Work Week:

For the Police Department: It is understood that the Police Department must be staffed on a seven (7) day week basis, therefore requiring a Sunday work shift; and that it has been established that the work period for Officers at the Police Department is a calendar week (Monday through Sunday).

Schedule Changes:

The Employer shall provide notice of any schedule changes thirty (30) days in advance of any annual events. If a vacation has already been pre-approved, that vacation is not subject to change for that Officer.

Vacations:

The Chief will have thirty (30) days to either approve or deny a vacation request. If no such denial occurs, then vacation will be considered granted. If an Officer believes the denial of a vacation request is unwarranted, the Officer may appeal the decision to the Mayor.

Scheduled Work on a Holiday:

If an Officer is scheduled to work on a Holiday that Officer will be allowed to work his/her scheduled shift.

ARTICLE 9 – COMPENSATION

Red Lodge Police Officers will be compensated per the Pay Matrix and Longevity provisions that were approved by the City Council of Red Lodge for the ~~2020-2023~~2023-2024 fiscal year (increase to base wage of \$1.50 within Pay Matrix).

The Pay Matrix and Longevity pay scale is currently in effect for contract year ~~2020~~2023-20232024. ~~Compensation for positions shall be re-evaluated when the Collective Bargaining Agreement is re-negotiated.~~ Officers are compensated at Grade 12 beginning July 1, ~~2020~~2023. Sergeants are compensated at Grade 14.

Longevity: In addition to the wage increases, each Officer will receive a longevity payment annually of one percent of his/her prior year's salary on their date of hire anniversary. No Officer may accrue more than thirty (30) years of longevity payments.

In order to compensate experience and proficiency, employees with relevant previous work experience may be started at a longevity level other than 0. Any such longevity adjustment can only be given at the time of initial hire and must be approved by the Mayor, the relevant department head, and the Union. If such an adjustment is made, the officer shall be deemed to have the years of service consistent with the starting longevity level and shall accrue years of service as normal. Any such adjustment applies to all longevity-based pay issues, but does not apply to seniority, vacation determination or any other benefits.

All officers' longevity pay shall be consistent with the actual number of years of service. If for any reason an officer's longevity level is inconsistent with actual years of service, it shall be frozen at its current level until it becomes consistent with actual years of service. During this time the officer will continue to receive COLA increases in pay but not annual 1% longevity increases.

COLA: Each Officer will receive a COLA on July 1st of each year. The COLA will be based upon the most recent annual Consumer Price Index-Urban (CPI-U) reported in January by the Research and Analysis Bureau, Work Force Services Division, Montana Department of Labor and Industry (444-2430) www.ourfactsyourfuture.org.

If the COLA is a number below 1%, the COLA shall be 1%; if the number is above 3%, the COLA shall be 3%.

Over-Time

All hours worked over eighty (80) hours in a two (2) week work period will be at a rate of one and one-half (1 ½) times the regular rate of pay as set forth in the Pay Matrix and Longevity pay schedule. Once an officer works more than ninety-four (94) hours in the two (2) week work period, the rate will be paid at two (2) times the regular rate of pay.

All overtime must be approved by the Chief or his/her designee. Compensatory time may be earned in lieu of overtime by mutual agreement between the Employer and the Officer. Compensatory time shall be earned at the rate of one and one-half (1 ½) hours for each one (1) hour of eligible time worked.

All records of overtime and/or compensatory time worked or used must be attached to the time sheet for the hours worked or taken off by the Officer.

Over-time shall be paid as follows:

0-5 minutes:	0
6-15 minutes:	¼ hour overtime
16-30 minutes:	½ hour overtime
31-45 minutes:	¾ hour overtime
46-60 minutes:	1 hour overtime
61-75 minutes:	1 ¼ hour overtime

For the purpose of computing overtime, holidays, sick time, compensatory time and vacation time taken during a normally scheduled work day will be considered as time worked. Officers may not use these benefits to supplement time to put themselves into overtime status or use the benefits outside of a normal scheduled work day.

This section shall apply only to regular overtime hours. It does not apply to extra duties i.e. sporting events, drug details, dances, etc.

Compensatory Time:

Compensatory time may not be accrued to exceed 120 hours, in the aggregate. In the event that a Police Officer shall accrue more than 120 hours of compensatory time, the Chief of Police shall direct the Police Officer to use the accrued compensatory time, in reasonable increments, over a six (6) month period of a calendar year. Any hours worked over this limit that are authorized by a supervisor will be paid as overtime.

On Call Pay:

An Officer who is on call at any time during the work week is to be compensated at a rate of ~~25~~50% of regular wages.

The Officer who is on call will also be entitled to take home a City vehicle for use in case of emergency.

Holiday Time Earned:

Officers have the option of banking Holiday time earned. Hours earned to be printed on pay checks.

Call Out Pay:

In the event overtime is not an extension at the beginning or end of a normal shift; the minimum pay shall be a sum equivalent of two (2) hours base pay at the overtime rate of time and one-half (1 ½).

Definition of a Call Out – Anytime an Officer receives notification to show up to do work or to do work related things on time off.

Court Pay:

Any Union member who is required by the proper authority to be in Justice of the Peace, Municipal, District, Federal Court, or Civil Court (within the scope of duty) during his/her off-duty hours that are not an extension (within one hour) of his/her regular shift shall be compensated for a minimum of three (3) hours at the overtime rate of pay.

Hours for court appearances that are extensions of the regular shift will be paid at the overtime rate for actual hours worked. Court time pay is compensation for actual hours spent in court, not payment for each court appearance in the same day.

If an Officer's presence is required and the appearance is cancelled, the Employer will notify the Chief of Police, who shall relay said notification to the appropriate Officer not later than forty-eight (48) hours prior to the scheduled appearance date. Any Officer who is not notified prior to the forty-eight (48) hours specified above, shall be compensated for three (3) hours at the

overtime rate of pay. Notification responsibility rests with officer until 48 hours ahead of scheduled court; after 48 hours, responsibility lies with Court/City Attorney.

Additionally, any Officer normally scheduled to work, who has been approved leave for that day, shall receive a minimum of three (3) hours pay to be credited to the leave bank they have used on their time sheet for that day if the Officer testifies in court.

Travel:

City Officers representing the City on official City business shall receive travel expenses, mileage and incidental expenses on the same basis and at the same rate as established by the federal guidelines for Montana as calculated at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Shift Bidding:

All shifts will be bid by seniority. Shift bidding will occur every three (3) months; cannot bid the same shift more than twice in a row. Chief of Police is final authority on all shift scheduling. Each bid process will be for a period of four (4) months. Every four (4) months officers will bid on their shifts to work.

Duty Shifts:

All work shifts shall be determined by the Police Officer bidding. Priority of bidding shall be according to continuous seniority with the Employer. Duty shifts shall last and extend from the time of bidding for a period of ~~four~~ three (43) consecutive months. Each Police Officer who is a member of the certified bargaining unit, shall be entitled to bid for work or duty shifts. Bidding shall take place once every ~~four~~ three (43) months.

Duty Shift Trades:

With the concurrence of the Police Chief, Police Officers may exchange or trade their duty shifts. Requests for duty shifts shall be submitted in writing to the Chief of Police at least one (1) week before the proposed shift is to occur. The Employer reserves the right to deny any and all requests for duty shifts, if it would entail additional expenses or compensatory obligations for the Employer.

Uniforms:

The Employer will provide each Officer with two (2) complete uniforms for work. The uniforms will consist of 2 short sleeve shirts, 2 long sleeve shirts and 2 pairs of pants. The Employer will also provide each Officer with a winter coat, spring jacket, baseball cap, hat, radio, radio holder, city cellphone, gloves, eye protection, shields, 4 under armor heat gear shirts, pistol and taser

(upon certification), magazine, magazine holder, bullet proof vest and carrier, and any other equipment as assigned by the Chief. The Employer will change out the uniforms as needed, for example when uniforms wear out or if they get damaged.

Boot/Shoe Allowance:

The Employer will provide a boot/shoe allowance of one hundred fifty (\$150.00) dollars per year for each Police Officer, paid on the first pay day in July every year. The Police Officer may elect to carry the allowances over, to successive years, in order to increase the aggregate amount of the allowance. When the Police Officer should decide to claim the money, he or she shall provide a written invoice or bill to reflect that the money was actually spent on work boots or shoes. The boot/shoe allowance will increase annually by the same percentage determined under the COLA raise.

Training:

The Employer recognizes that public and Officer safety will result if Officers receive training for the proper performance of their duties and will determine and continue to provide appropriate Officer training programs. Officers will receive their regular rate of pay and federal per diem expenses as calculated at <https://www.gsa.gov/travel/plan-book/per-diem-rates>), if incurred, for attending required training. In the event that state rates for lodging are not available, the Employer will pick up the additional costs that are incurred. Police Chief will assess in-state and out-of-state training and education opportunities for officers to determine the best value for training expenditures.

In order for Officers to be able to properly and safely perform their duties they need to have a mandatory of forty (40) hours of Post Certified training. This training will be hands on or classroom type of training. The Chief of Police and the Union will mutually agree to determine that an Officer will have two (2) years to complete the forty (40) hours of training.

Night Shift Differential:

Night shift is defined as any hours worked between 9:00pm and 7:00am with officers compensated \$1.00 per hour for any hours worked during that timeframe

Voluntary Physical Fitness Program:

The purpose of this program is to promote physical fitness and those wishing to participate in the physical fitness program can do so voluntarily. In order to promote the health and wellness of its Officers, the Employer shall maintain an agreement with a local gym or equivalent facility in Red Lodge to provide Officers with gym memberships. Officers will need to set up a membership with the gym and pay any membership fees in advance:

A term agreement is on a credit card, checking account or debit card and will be paid automatically on the 1st or 15th of each month. Said agreement cancels with a 30-day written notice. Each person further pays a \$30.00 one time sign up fee that puts them with a trainer for one (1) hour to design a program based upon their needs and fitness level.

~~The Employer will reimburse Officers fifty (\$50) on the 15th of the month if they use a gym or other equivalent physical fitness membership (with prior approval from Police Chief). The officer must provide a list of attendance along with a receipt for payment to the facility/program to receive the reimbursement. The Employer will reimburse Officers fifty (\$50) dollars on the 15th of the month if they used the gym at least ten (10) times in the previous month. Officers who attend less than ten (10) times will not receive any reimbursement. Gym attendance will be determined by a report sent to the gym/facility based upon records maintained at the gym.~~

Family members of the Officer may also join the gym as part of this agreement, but are not eligible for reimbursement. Should two (2) or more related Officers join as part of a couple or family agreement, the combined reimbursement shall be capped at the monthly cost of the membership.

Should the selected gym/facility cease to exist within Red Lodge, the Employer will make all reasonable efforts to establish a comparable program with another facility.

Health Insurance:

The Employer will not change insurance plans from the current coverage of 80/20 without discussing the change with the Union first.

For employees covered under the Employer's insurance plan, the Employer will pay for the employee's portion of vision and dental insurance. The employee will be responsible for coverage of family members. The current medical insurance coverage will remain the same.

ARTICLE 10 - RANDOM DRUG TESTING

The Employer and the Union recognize illegal drug usage, misuse of legally prescribed prescription drugs, and the misuse of alcohol are threats to the public safety and welfare and to the Officers of the Red Lodge Police Department. The Employer and the Union agree to promote health, safety, and welfare of its Officers and the community by maintaining an alcohol and drug-free workplace. The Employer will conduct random drug and alcohol testing of all sworn Officers of the Red Lodge Police Department in accordance with the Workforce Drug and Alcohol Testing Act of Statute 39-2-205 through 39-2-211 of the Montana Code Annotated and the written policies and procedures issued by the Employer (City of Red Lodge "Alcohol and Controlled Substance Policy").

The Employer and the Union will choose a professional company by mutual agreement.

Officers have a right to a full investigation and access to the grievance procedure in the event of a contested drug test positive result. An officer may request that an agency independent of the City conduct the investigation. City will not cover the cost of an independent investigation.

ARTICLE 11 – HOLIDAYS

Holiday Listed:

Holidays shall be defined, accrued and administered pursuant to the 1-1-216 (1) MCA. In addition to the holidays listed in 1-1-216 (1) MCA, Officers shall be granted any day declared a legal holiday by the President of the United States of America or the Governor of Montana. All holidays shall be observed on the actual day of the holiday.

Holiday Pay:

Work performed on a holiday will be paid at one and one-half (1 ½) times the regular rate of pay for all hours worked plus holiday pay at the Officer's regular rate of pay, in accordance with the number of regular shift hours. If a holiday falls on an Officer's regularly scheduled day off, the Officer shall receive compensatory hours, in accordance with the number of regular shift hours. Officers that are scheduled for vacation on a holiday shall not have the time taken from their vacation leave.

ARTICLE 12 – VACATIONS

Except as provided below, vacation accrual and usage shall be as provided in 2-18-611 through 2-18-617 MCA.

Vacation leave credits are earned at a monthly rate calculated in accordance with the following schedule, which applies the total years of an Officer's employment with any agency whether such employment is consecutive or not. (For purposes of this part, agency means any legally constituted department, board, or commission of state, county, or city government or any political subdivision thereof).

Years of Employment	Vacation Days/Year	Vacation Days/Month
1 Day – 10 Years	15	1 ¼
10yrs + 1 day – 15yrs	18	1 ½
15yrs + 1 day – 20yrs	21	1 ¾
20yrs or more	24	2

Regular part-time Officers are entitled to prorated annual vacation benefits after working the qualifying period. Regular part-time Officers shall not be entitled to use vacation until six (6) months of employment is completed. Proration of vacation for regular part-time Officers shall be based on actual hours worked during the pay period divided by 173 and multiplied by the appropriate monthly accrual.

Vacation credits may be accrued to a total not to exceed two (2) times the maximum numbers of days earned annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first ninety (90) days of the next calendar year or the Officer will be allowed to cash vacation credits out. It is the responsibility of the Employer to provide reasonable opportunity for an Officer to use rather than cashing out accumulated vacation leave. If an Officer makes a reasonable request to use excess leave before it may be cashed out, and the Employer shall ensure that the Officer may use the excess leave before the end of the calendar year in which the leave would have been cashed out.

Vacation requests must be submitted ten (10) days prior to the beginning of the new schedule period. The requests must be in writing and witnessed by fellow Officers. The Chief or his/her designee must be the one to approve leave requests. The Chief or his/her designee may approve leave requests less than ten (10) days in advance.

Vacation charges shall be charged to the nearest quarter (1/4) hour.

ARTICLE 13 – SICK LEAVE

Sick leave is defined as a leave of absence with pay for illness suffered by an Officer or his/her immediate family. Sick leave is the necessary absence from duty caused when an Officer has suffered illness, injury, pregnancy or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive medical or dental examination or treatment.

Sick leave shall be provided by 2-18-618 (1) through (8) and (10) MCA. Sick leave charges shall be calculated to the nearest fifteen (15) minutes:

A. Officers may take sick leave for the following reasons:

1. The illness or serious health condition of the Officer.
2. The illness or serious health condition of a spouse, parent, or child requiring the attendance of the Officer. Such leave may be required to be used in conjunction with the provisions of the Family and Medical Leave Act, contingent upon the circumstances surrounding the leave.

3. The illness or serious health condition of another member of the Officer's immediate family requiring the attendance of the Officer.

4. Death in the Officer's immediate family.

5. Attendance at the funeral of a fellow City of Red Lodge Officer or attendance at the funeral of a close personal friend, not to exceed eight (8) hours in any one instance.

Immediate family is defined as the Officer's spouse, the parents or step-parents of either spouse, brothers, sisters, children of their spouse, household dependents, brothers-in-law or sisters-in-law, grandparents, grandchildren and domestic partners.

B. Payment of Sick Leave

1. Officers are entitled by law to receive a lump sum payment upon termination equal to one-fourth (1/4) of the pay attributed to the unused sick leave accrued. The computation of the value of the unused sick leave is based on the Officer's salary rate at the time of this termination. An Officer who received a lump sum payment, and who is again employed by the City, shall not be credited with any sick leave earned during previous service. In the event of the death of an Officer, not including suicide, a check for one hundred (100) percent of the unused sick leave shall be made out to the Officer at his/her regular rate of pay.

2. Officers transferring between City, County, or State agencies may request the receiving agency to accept their accrued sick leave credits. If the agency agrees to the transfer of sick leave credits, all credits and the lump sum payment shall become the fiscal responsibility of the receiving agency.

3. Abuse of sick leave is cause for discipline up to and including dismissal and forfeiture of lump sum payment.

C. Sick Leave Donation

1. The Employer agrees to allow Officers to donate sick leave credits to a co-worker who has made proper application for same provided:

a. The requesting Officer has exhausted all available earned benefit relief and made proper application for additional assistance to the Labor/Management Committee (defined in Article 22); and,

b. The donating Officer has earned at least eighty (80) hours of accrued sick/personal leave credits and is donating only hours in excess of that threshold.

2. No Officer may be forced to donate sick leave credits.

3. The Labor/Management Committee will review all requests for sick/personal leave donation and all applications for receipt of accrued sick/personal leave credits from Officers. Decisions from this committee can be appealed to the Mayor and the Montana Council #9 Representative. These two (2) individuals will have final decision and will not be subject to the grievance or arbitration procedure.

ARTICLE 14 – OTHER LEAVE WITH PAY

1. Military Leave:

MCA is accurate, but we need to change the language to: An employee of the state or of any political subdivision, as defined in 2-9-101, who is a member of the national guard of Montana or any other state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of at least 6 months must be given leave of absence with pay accruing at a rate of 150 hours in a calendar year, or academic year if applicable, for performing military service. Military leave may not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year, or academic year if applicable, but may not exceed a total of 240 hours in any calendar or academic year.

2. Jury Service:

Each Officer who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the Officer from his/her employer. However, if an Officer elects to charge his/her juror time off against his/her annual leave, he/she shall not be required to remit to his/her employer any expense or mileage allowance paid him/her by the court. Officers shall not lose cumulative benefits because of juror service.

The Employer may request the court to excuse their Officers from jury duty if they are needed for the proper operation of the unit of state or local government.

3. Witness Service:

An Officer subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the Officer from his/her employer. However, if an Officer elects to charge his/her witness time off against annual leave, he/she shall not be required to remit his/her witness fees to his/her employer. In no instance is an Officer required to remit to his/her employer any expense or mileage allowances paid him/her by the court.

4. Funeral of Co-Workers:

Officers shall be granted up to four (4) hours of paid leave to attend the funeral of another Officer in the Department. In the event an Officer cannot be released, due to the vital nature of an assignment, up to four (4) hours of paid leave will be provided to attend other functions related to the death.

5. Union Representative Leave:

The Employer may grant reasonable leave of absence with pay to Officers when Officers have annual or comp time due them in order to do required duties for the Union as "duly authorized representatives for their local union." If the Officer has no time coming then the Employer may grant the Officer a reasonable leave without pay in order for the Officer to perform their union duties as long as it does not create a hardship on the Employer.

6. Bereavement Leave:

All eligible Officers will be granted three (3) days of bereavement leave with pay plus two (2) days of sick leave will be allowed to any Officer who experienced a death in their immediate family. Immediate family is defined as the Officer's spouse, the parents or step-parents of either spouse, brothers, sisters, children of their spouse, household dependents, brothers-in-law or sisters-in-law, grandparents, grandchildren and domestic partners.

ARTICLE 15 – LEAVE WITHOUT PAY

All Officers are entitled to take leave without pay when authorized by the Employer.

1. Requests: Requests for leave of absence without pay shall be submitted in writing by the Officer to his or her immediate supervisor. The request shall state the reason for the leave and the approximate length of time off the Officer desires.
2. Response: The Employer's reply will be given in writing to the Officer within five (5) calendar days after the receipt of such requests.
3. Public Service Leave: Any Officer subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed ninety (90) days per year while such Officer is performing public service providing such absence does not cause a hardship to the Employer. Any Officer granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which leave was granted unless such Officer is unable to do so because of illness or disabling injury, certified to by a licensed physician.

4. Maternity leave: Full-time eligible Officers who have been employed for at least 6 months may take 6 weeks of un-paid pregnancy leave for a birth or adoption.

Paternity leave: Full-time eligible Officers who have been employed for at least 6 months may take 2 weeks of un-paid pregnancy leave for a birth or adoption.

During such leave, an Officer can choose to use accrued compensatory, sick, or vacation time towards their un-paid leave.

ARTICLE 16 – LEAVE AUTHORIZATION AND VERIFICATION

1. Authorization: An Officer who is absent from duty without prior permission or acceptable reason, shall be subject to deduction to pay and discipline or discharge under the just cause standard.

2. Verification: Any time an Officer obtains written verification of an illness or injury necessitating use of sick leave from a physician, a copy will be provided to the Employer. The Chief shall request a valid doctor's verification of illness or injury after an absence of six (6) working days. (As per Red Lodge City Policy Manual) The required physician's verification shall be furnished by the Officer's physician with any cost of the required physician's verification not covered by insurance to be reimbursed to the Officer by the Employer. Whether or not a written verification for use of sick leave is provided or requested, all use of sick leave under this Agreement is subject to the provisions concerning abuse.

ARTICLE 17 – JOB POSTING

Positions:

Whenever a newly created or vacant position is to be filled, the Employer shall post such an opening notice. The posting shall be in a place normally used to post Officer oriented material for at least five (5) days before the search period opens. Posting may be waived by mutual agreement of both the Employer and the Union. Posting shall include: position description including duties, compensation and benefits which are associated with the position. The Employer will additionally advertise for outside applicants at the same time if the Union has no internal candidates qualified for the position. Should an internal applicant be equally qualified as an outside applicant, preference will be given to the internal applicant.

ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURE

Dispute Resolution:

The Employer and the Union agree that it shall resolve any and all disputes over issues arising under this Agreement expeditiously, with no animosity, and at the least expense to the parties. Both parties agree to act in good faith to work to resolve any and all disputes within the confines of the procedure defined herein. Both parties agree not to publicly discuss, nor to allow public discussion by other employees or direct family members, of any grievances until after they are resolved. Both parties agree that the use of public opinion to influence or leverage resolution of a grievance is not a good faith effort towards resolution of the grievance.

Grievance Defined:

A grievance may arise when a Police Officer believes that a provision of this Agreement has been erroneously applied or that his/her rights hereunder have been adversely affected by a decision of the Employer.

Stewards:

Officers designated by the Union as Stewards must be certified in writing to the Employer. A Steward shall be authorized a reasonable amount of time to process a grievance during regular work hours provided the Steward has the Chief of Police's approval and does not disrupt the work of others. A Steward, who cannot be released upon request due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. An updated steward list shall be provided to the Employer in January of each year.

Time Limits:

Time limits are critical. An Officer may file a grievance within the time limits established. Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the Employer at any step shall automatically settle the grievance on the basis of the remedy sought by the Officer. Time limits may be modified by written agreement.

Procedure To Filing a Grievance:

Employees are allowed to use the grievance procedure without penalty, harassment, or retaliation for doing so. Each grievance will be fully processed until the employee receives a satisfactory decision/explanation or until the employee's right of appeal is exhausted. Employees should attempt to resolve all disputes prior to invoking the grievance procedure. Employees are encouraged to discuss disputes with their supervisor/department head informally and in a timely fashion. If a dispute cannot be resolved informally, the employee

should file a grievance, in writing, outlining the disputed issue, relevant facts, and the appropriate remedy.

STEP 1

Employees who have a complaint or grievance against the employer will submit their grievance in writing within ten (10) working days of the occurrence to their immediate supervisor. The immediate supervisor will notify the employee of their decision in writing within ten (10) working days.

STEP 2

If the decision of the supervisor regarding the matter does not satisfy the employee, they have the right to take the complaint or grievance in writing to the Police Chief within five (5) working days after receiving notification from their supervisor (where the supervisor and the Department Head are the same person the employee should go directly to Step #3). The Department Head will notify the employee of their decision in writing within fifteen (15) working days.

STEP 3

If the employee is still not satisfied, they shall present the grievance to 3526 Union membership for a vote to continue the grievance within ten (10) working days of receipt of Police Chief's decision. If the vote is successful, the Union will appeal the grievance to the Mayor, delivering within 48 hours of the Union's decision to escalate. The Mayor, or their designee, will complete additional investigation if it appears warranted. The Mayor will issue their decision in writing to the union within 30 calendar days.

STEP 4

If the Union is not satisfied with the Mayor's decision the Union and Employer shall utilize a Grievance Committee. The Grievance Committee shall constitute three members. The Members must include a Union member, an Employer representative and a Mediator from the Montana Department of Labor and Industry, Board of Appeals, or if unavailable, a neutral third member agreed upon by both parties. The Grievance Committee for each grievance shall be formed and selected by random name draw. The Union and Employer shall provide each other the names of at least three representatives who are willing to serve on the Grievance Committee. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

The Union President and the Mayor shall meet and form the Grievance Committee by random draw five working days after Step 4 is initiated: drawing one City representative and one Union representative. The Grievance Committee shall convene within ten (10) working days of the drawing and shall conduct a hearing where the Union and Employer may present their arguments and any documentary evidence as part of the record. The Grievance Committee shall render a decision within fifteen (15) working days after the hearing. The Grievance Committee decision is final unless the Union or Employer elects to proceed to Step 5.

STEP 5

Within ten (10) working days of the Grievance Committee's decision, the Union may meet and vote whether to take the grievance for final and binding arbitration. The arbitrator shall be selected by mutual agreement. If a selection is not possible, the Union and Employer shall jointly request a list of five (5) names from the Montana Board of Personnel Appeals. The parties shall, within ten (10) working days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the selected arbitrator. The arbitrator selected will be contacted immediately and asked to start proceedings as soon as possible.

If requested by a party or ordered by the arbitrator, a hearing shall be scheduled by the arbitrator in consultation with the Employer and the Union. The arbitrator shall issue a decision within 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no authority to extend, alter, or modify this Agreement or its terms, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The entire cost of the arbitration, excluding a party's attorney fees, shall be paid by the party found in default. It is mutually agreed that representatives of the Employer and the Union are the only proper parties to the arbitration proceedings, and the proceedings shall not be open to the public unless required to be an open meeting pursuant to law.

The time limits, as specified in any of the above steps, may be extended by mutual consent of the parties.

Retaliation and Confidentiality: The City of Red Lodge does not tolerate any form of retaliation against employees availing themselves to this procedure.

Information concerning employee grievances is confidential information and is to be discussed only with individuals involved in the investigation or on a need-to-know basis.

~~STEP 1: Grievance: Grievances must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. First Step in the process an Officer will attempt to seek remedy of the grievance informally with the Chief (either verbally or in writing). The Chief shall respond in writing within ten (10) business days of the Step 1 in person meeting or receipt of letter.~~

~~STEP 2: If the Officer who feels the grievance is not satisfied after attempting to settle the matter informally, will report it to a Steward within ten (10) calendar days of the event giving rise to the grievance to a designated Steward. The Steward, with or without the Officer~~

~~present, shall present the grievance to the Mayor or his/her designee within five (5) business days of receipt of the grievance. The Mayor or designee shall respond in writing to the Steward within five (5) business days of receipt of the grievance.~~

~~The Step 2 grievance shall be in writing using the appropriate grievance form (Addendum B), and delivered to the Chief of Police or a designee. The written grievance must contain the following minimal information:~~

- ~~1. The name and signature of the grievant (the signature requirements shall be waived if the grievant is physically unable to sign the grievance form);~~
- ~~2. The date the grievance occurred;~~
- ~~3. The issue and nature of the grievance;~~
- ~~4. The terms of the Agreement in dispute; and~~
- ~~5. The adjustment sought.~~

~~STEP 3: If the Union is not satisfied with the Mayor's response, it shall within twenty (20) calendar days submit the grievance in writing to the City Council, which will hear the matter at or before the next regular meeting or sooner if both parties agree to extend time limits. The Council shall respond in writing to the Union not later than ten (10) calendar days following its next regular meeting.~~

~~STEP 4: Arbitration~~

~~1. If the Union is not satisfied with the response from the City Council, the Union may appeal the grievance to final and binding arbitration by giving the Mayor written notice within ten (10) calendar days of receipt of the Council's response. The Union shall petition the Board of Personnel Appeals for a list of seven (7) potential arbitrators to be delivered to the Union and the Mayor or his/her designee. The parties shall then toss a coin to determine the order of striking the names, which process shall result in one (1) name being left who shall be the arbitrator. The Union shall notify the Board of the name of the arbitrator chosen.~~

~~2. The parties will work with the chosen arbitrator to schedule a hearing date, or to arrange for an alternate system of presenting the issue. Each party shall be responsible for its own costs, except if both parties request a transcript in which case they will split the costs, just as the fees and expenses of the arbitrator shall be split between the parties.~~

~~3. The arbitrator shall have no authority to add to, subtract from or otherwise alter the terms of this Agreement. The arbitrator shall issue his or her decision in writing to each party within thirty (30) calendar days of the close of the hearing or the submission of the post hearing briefs.~~

ARTICLE 19 - SUPPLIES AND EQUIPMENT

Any and all supplies, equipment, resources or other property issued by the Employer, with the exception of uniforms purchased by the officer and boots/shoes, shall at all times remain the property of the Employer. The Employer may, at its sole discretion, require the immediate

return of any property purchased by the Employer and issued to the officer. The Employer shall maintain records of equipment issued to officers.

An employee may purchase property that the Employer deems, at its sole discretion, to no longer be needed. Any such purchase shall be at a fair market price and in accordance with MCA 7-5-4307, MCA 7-5-4109 and Title 2, Chapter 2, Part 1 of the Montana State Code. All such sales must be approved by the Mayor and the City Council.

ARTICLE 20 – SUB CONTRACTING

The Employer may subcontract for special events as long as it does not adversely affect any bargaining unit positions.

ARTICLE 21 – SAVINGS CLAUSE

Should any portion of this Agreement be determined invalid or unenforceable by any court or other judicial body with authority to make such a determination, the rest of the Agreement shall remain in full force and effect. Either of the parties may request immediate negotiations to seek agreement on mutually satisfactory replacement for that invalidated or unenforceable portion.

ARTICLE 22 – LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee shall be made up of two (2) members from Management (the Employer) which will be the Mayor and his/her City Council designee, and two (2) members from Labor (the Union), who shall be elected from and by the union members. These individuals will meet with the Department Head and Union field representative (if requested) in order to have input on issues and to address problems (if at all possible) before they would have to be filed as a grievance. The guidelines and rules will be set up by this Committee with the help of the Board of Personnel Appeals who will provide the training for this Committee.

ARTICLE 23 – TERM

This agreement shall be for a period effective as of the 1st day of July, ~~2020~~2023, and shall continue in full force and through the 30th day of June, ~~2023~~2025, and from year to year thereafter unless either party gives written notice of its desire to modify, amend or terminate this Agreement to the other party not less than sixty (60) days prior to the date of expiration of this Agreement or any of the annual renewal dates. Wages for the final year of this contract (July 1, 2024-June 30, 2025) may be opened by the procedure outlined above by either party.

ARTICLE 24 – ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties with respect to its subject matter.

IN WITNESS WHEREOF the parties hereto, acting by and through their respective duly authorized officers and representatives, hereto set their hands and seals this ____ Day of _____, ~~2020~~2023.

FOR THE CITY OF RED LODGE

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, LOCAL # _____

MAYOR

PRESIDENT, RED LODGE POLICE

CHIEF OF POLICE

AFSCME FIELD REPRESENTATIVE

CITY CLERK

November 9, 2023

Mayor and members of Red Lodge City Council,

On November 8, 2023 the Red Lodge Planning Board and Zoning Commission moved and approved with a 6-0 vote to recommend to City Council that Exhibit B and C of the Planning Board Resolution 23-01 Amended regarding short-term rentals be referred back to the Planning Board for further consideration and review.

The Planning Board is currently reviewing the entirety of the Allowed Use Tables of the 2022 Zoning Regulations. Any amendments to the table in regards to short-term rentals will be presented alongside a full Allowed Use Table update recommendation.

Signed,



Courtney Long, Planning Director

ORDINANCE NO. 957- 1st AM

**AN ORDINANCE OF THE CITY OF RED LODGE, MONTANA, TO AMEND THE
MUNICIPAL CODE PERTAINING TO LAND-USE AS GOVERNED IN TITLE 12 -
DEVELOPMENT, CHAPTER 4- ZONING REGULATIONS; AND TO ADOPT THE 2022
ZONING REGULATIONS**

WHEREAS: § 76-2-301 et. seq. of the Montana Code Annotated authorizes the City of Red Lodge to adopt and enforce local zoning regulation to promote the public health, safety, morals, or the general welfare of the community; and

WHEREAS: The Montana Code Annotated allows municipal governments to regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of the lot that may be occupied; the size of yards, courts and other open spaces; and

WHEREAS: It is in the public and private interest for the City to establish use controls that limit the density of population; and the location and use of buildings, structures, and land for trade, industry, residence or other purposes; and

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

WHEREAS: The Red Lodge Planning Board and Zoning Commission in concert with public comment prepared the amended 2022 Zoning Regulations and the updated Zoning Map 10.1 for the City of Red Lodge; and

WHEREAS: The Planning Board and Zoning Commission did on March 22, 2023 conduct a public hearing on the proposed amendments under Planning Board Resolution 2023-01 1st AM; and

WHEREAS: The Planning Board and Zoning Commission on a 6-1 roll call vote approved Planning Board Resolution 2023-01 1st AM which recommended that the City Council adopt by Ordinance the amended Section 4.4.22-L (Exhibit A), Allowed Use Tables (Exhibit B), and Section 4.3.176 (Exhibit C) of the 2022 Zoning Regulations and Zoning Map 10.1 for the City of Red Lodge, Montana; and

WHEREAS: The Planning Board and Zoning Commission did on June 28, 2023 conduct a public hearing on the proposed amendments under Planning Board Resolution 2023-02; and

WHEREAS: The Planning Board and Zoning Commission on a 7-0 roll call vote approved Planning Board Resolution 2023-02 which recommended that the City Council adopt by Ordinance the amended Section 4.6.0 of the 2022 Zoning Regulations and Zoning Map 10.1 for the City of Red Lodge, Montana; and

WHEREAS: The City Council of the City of Red Lodge, Montana did conducted discussion and noticed Public Hearings on October 24 and November 14, 2023 on the proposed amendments of the 2022 Zoning Regulations and Zoning Map 10.1; and

WHEREAS: The City Council of the City of Red Lodge, Montana in concert with public comment prepared amendments to the 2022 Zoning Regulations and Zoning Map 10.1.

NOW THEREFORE: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RED LODGE, MONTANA:

1. The Municipal Code of the City of Red Lodge, Montana is hereby amended in those parts set forth below:

A. Title 12 - Development, Chapter 4 - Zoning Regulations, shall be repealed and readopted to be the 2022 City of Red Lodge Zoning Regulations including the Official Zoning Map #10.1, as attached hereto; and

B. The 2022 City of Red Lodge Zoning Regulations including Official Zoning Map #10.1 shall be kept on file at the Office of the Carbon County Clerk; and

2. Repealer.

All other Ordinances, Resolutions, Documents, and Maps of the City of Red Lodge, Montana, pertaining to above noted Sections of the City Municipal Code are repealed upon the effective date of this Ordinance.

3. Effective Date.

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

Be It Ordained By the Council Members of the City of Red Lodge.

First Reading by the Council on the 24th of October, 2023.

Second Reading by the Council on the 14th of November, 2023.

PASSED and APPROVED by no less than four (4) members of the Red Lodge City Council this 14th day of November, 2023. The City of Red Lodge, Montana

By: _____

Attest: _____

Resolution No. 2023-01-Amended

A RESOLUTION BY THE CITY OF RED LODGE, MONTANA PLANNING BOARD AND ZONING COMMISSION RECOMMENDING ADOPTION BY THE RED LODGE CITY COUNCIL TO AMEND ORDINANCE 957 PERTAINING TO LAND-USE AS GOVERNED IN THE RED LODGE ZONING REGULATIONS

WHEREAS, Section 76-2-301 of Montana Code Annotated authorizes the City of Red Lodge to adopt and enforce local zoning regulations to promote the public healthy, safety, morals, or the general welfare of the community; and

WHEREAS, Montana Code Annotated allows municipal governments to regulate and restrict, among other things, the uses and intensity of use of land; and

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

WHEREAS, The City of Red Lodge City Council established through Ordinance the City of Red Lodge Planning Board in order to carry out the roles laid out by Section 76-1-106 of Montana Code Annotated; and

WHEREAS, The Red Lodge Planning Board in concert with public comment caused to be prepared the updated Draft Zoning Regulations detailed in Exhibit A, as attached hereto for Short Term Rentals; and

WHEREAS, The Red Lodge Planning Board has held several public meetings and a public hearing on March 22, 2023 to solicit valuable input from the public; and

WHEREAS, The Planning Board has determined that it has completed its efforts to update the City Zoning Code specific to Short Term Rentals.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING BOARD AND ZONING COMMISSION:

1. The City of Red Lodge Planning Board and Zoning Commission hereby request that the City Council adopt an Ordinance to approve the amended City Zoning Code Title 12 Section 4.4.22-L, *Short-Term Rentals* attached hereto and incorporated herein as Exhibit A.
2. The City of Red Lodge Planning Board and Zoning Commission hereby request that the City Council adopt an Ordinance to approve the amended City Zoning Code Title 12 Allowed Use Tables for all Zoning Districts, attached hereto and incorporated herein as Exhibit B.
3. The City of Red Lodge Planning Board and Zoning Commission hereby request that the City Council adopt and Ordinance to approve amended City Zoning Code Title 12, Section 4.3.170, *Overlay Zoning Districts* to add Section 4.3.176, Urban Renewal Districts, attached hereto and incorporated herein as Exhibit C.

PASSED AND APPROVED BY THE RED LODGE PLANNING BOARD AND ZONING COMMISSION on
this __ Day of _____, 2023.

Al Bloomer, Planning Board President

Courtney Long, Planning Director

EXHIBIT A

Section 4.4.20, Use Specific Standards

4.4.22- Specific Uses

L. Short-Term Rentals

1. Purpose and Intent

The purpose of this article is to provide for the regulation of short-term rentals within the City in order to minimize the effects of Short-Term Rental uses on surrounding residential properties and neighborhoods, preserve the character, and stability of residential neighborhoods, and to ensure the public health, safety, and welfare of the occupants. The provisions of this article apply only to short-term rentals as defined herein. This article does not apply to any rental of a dwelling unit which is governed and defined by The Montana Residential Landlord and Tenant Act of 1977.

2. Standards

- a. Any dwelling that received financial support from the City, including but not limited to down payment assistance, or other financial subsidy, may not be used as a short-term rental until such time as the lien instrument against the property in favor of the City securing the amount of such subsidy has been released and the release recorded with the Carbon County Clerk and Recorder's Office.
- b. Single unit and two-unit rentals are considered to have an impact consistent of a Single-Family Dwelling and Home Occupancy and are an allowed use in all Zoning Districts.
- c. Multi-unit rentals are considered to have an impact consistent of other short-term accommodations such as Hotel, Motel, or Bed and Breakfast. Multi-units may be considered Allowed, Conditional or Prohibited dependent upon the Zoning District.
- d. Any short-term rental accommodations exceeding five (5) units is considered a motel.

3. Definitions

a. Advertising

Any person or company that provides an online application, software, website, or system through which a seller may advertise, rent, or furnish accommodations and through which a purchaser may arrange for use of those accommodations. Advertisements on platforms include any online travel company or third-party reservation intermediary that facilitates use of accommodations, including but not limited to print advertisement

b. Operation or Operating a Short-term Rental

The short-term rental has been rented by or on behalf of the owner to the public for compensation for transient occupancy. "Operation of" or "operating" a short-term rental does include advertisement of or offering to rent short term rental(s).

c. Owner-Occupied Short-Term Rental

A short-term rental of one or more bedrooms in an owner-occupied or agent occupied dwelling while the owner/agent is occupying the same dwelling unit for the entire rental period.

d. Property Manager/ Property Management Company

A person or company designated and licensed within the City of Red Lodge and State of Montana to provide property management of 1 or more properties, as regulated by Section 37-

51-6, Licensure of Property Managers of Montana Code Annotated. Management includes but is not limited to maintenance, coordination, remittance of all taxes on behalf of their clients as well as act as the Responsible Person/Local Emergency Contact/Owner Representative. Property Managers are required to maintain all necessary licensing, insurance and records as required by law.

e. Responsible Person/Local Emergency Contact/Owner Representative

A person designated by the Owner of the property, or is the Owner, who is able to respond to issues at the short-term rental property within 30 minutes, and if necessary be on-site within 60 minutes, and must be able to take phone calls and respond to the property in person to reports of concerns and complaints 24 hours per day, 7 days per week during the rental period. If this contact changes for the short-term rental property the Owner or Property Manager must contact the City and provide an updated contact person and phone number

f. Short-term Rental License

A business license specifically for a short-term rental unit. Separate short-term rental business licenses are required per unit, even if they are on the same parcel or within the same structure.

g. Short-Term Rental

A dwelling unit, including a house or part of a house, apartment, condominium, ADU, that is rented by or on behalf of the owner to the public for compensation for 29 consecutive nights or less.

h. Short-term Rental Unit

A separate living space rented per contracted guest. Separate living space is that in which the occupants live and eat separately from any other guests in the building and/or which have direct access from the outside of the building or through a common hall. Units can be defined by address, structure, or advertised living space. If individual rooms or spaces are available to be rented out separately, each room or space available for rent is counted as an individual unit.

4. Compliance with Laws

In addition to the provisions of this article, the short-term rental owner must comply with all other applicable local, state and federal laws, including but not limited to City business license, resort tax, lodging facility use tax and accommodations sales tax regulations; permitting requirements; fair housing laws; approved codes; building code and health department regulations. Loss of any required permit or license will result in revocation of the short-term rental license.

Compliance with all applicable laws and regulations is the sole responsibility of the owner. City approval of an application for short-term rental license in no way waives or transfers to the City such responsibility. In addition, the owner is solely responsible for verifying that the use of a property as a short-term rental is compatible with insurance and mortgage contracts, homeowners' association covenants, rental agreements and any other contracts which govern the use of the property.

a. Performance Standards:

i. It shall be unlawful for any person to operate or advertise a short-term rental within the City without first obtaining a short-term rental business license from the City.

ii. Owners or Property Management Representatives must provide a name and phone number of a Responsible Person who is able to respond within 30 minutes, and if necessary be on-site within 60 minutes, to the short-term rental property and must be able to take phone calls and respond to the property in person to reports of concerns

and complaints 24 hours per day, 7 days per week during the rental period. This person's information must be provided upon registering for a short-term rental business license. This Responsible Person may be a Property Management company and/or representative. If this contact changes for the short-term rental property the Owner or Property Manager must contact the City and provide an updated contact person and phone number.

iii. Either the Responsible Person, Property Manager or Owner must be available when contacted using the City's online software if there are complaints or concerns about their property, or if the City has any concerns or questions. The Responsible Person, Property Manager or Owner is required to respond to the City upon request within 5 business days of being notified.

iv. Owners or Property Management Representatives must provide their short term rental business license number on all of their advertisements for the short term rental unit.

5. Safety, Health, and Environmental Regulations

Owners and/or the Property Management Companies of a short-term rental property shall comply with applicable rules and regulations of the Red Lodge Fire Department and Carbon County Environmental Health Department.

a. Safety hazards and public health

The owner or their representative acknowledges that the City has the right to suspend operation of any short-term rental when the City determines the rental is causing or contributing to an imminent public health, safety hazard, or nuisance, as defined in municipal code (4-1-1).

b. Maximum overnight occupancy for short-term rentals

Maximum overnight occupancy of a short-term rental unit shall be determined by the existing Red Lodge fire codes or the owner, whichever is fewer. The maximum overnight occupancy must be noted on the short-term rental advertisement during the registration process and must be included in the list of short-term rental rules.

c. Signage

The list of rules must be prominently displayed within the short-term rental. The following must be included though the owner can add additional rules of their own.

i. Trash removal

The Owner or Property Manager must ensure proper disposal of solid waste pursuant to local and state rules, regulations, and laws. The schedule for trash and recycling collection must be included within the short-term rental rules as well as an explanation of how to use our Bear Proof Trash Cans. If additional trash is generated above and beyond the limits of the receptacles provided guests must arrange with the Owner or Responsible Person on how best to contain the excess in the home. If the City feels the proper storage of trash is an ongoing issue or concern then the City can assess and require additional appropriate trash receptacles.

ii. Noise

All activities producing noise discernible from a neighboring property (as defined in Municipal Code) shall cease between 10:00 p.m and 7:00 a.m. This requirement must be included in the short-term rental rules and posted at exits and near hot tubs and outdoor gathering spaces.

iii. Responsible Person or Property Manager Contact

The Owner or Property Manager or Responsible Party's (as identified on the license application) contact information must be provided to the guest prior to arrival and must be posted within the rental for the guests use in case of concerns or problems. The contact information of the responsible party will be provided to each neighbor within a one house radius of the short-term rental within 14 days of the license being approved.

iv. Guest Rules/Good Neighbor Policy

By agreeing to rent a Short-term rental unit licensed in Red Lodge, guests are agreeing to abide by the citywide Good Neighbor Policy. This will be made clear in the rental agreement, in which the Good Neighbor Policy will also be provided.

6. Licensing

a. Change in Ownership

A short-term rental license does not run with the land and a change in ownership terminates the license. The new owner must apply for a new short-term rental license.

b. Expiration

Licenses are valid when they are issued until the following June 30th. City of Red Lodge Business Licenses are valid from July 1st through June 30th of the following year.

c. Renewal

The Owner or Property Manager of a short-term rental may apply to renew the license annually using the City's online software. Renewals will begin by May of each year and are required to be completed by June 30th. If an Owner or Property Manager does not renew their short-term rental business license by September 1st the license will be terminated. If a license is terminated the property owner will be required to apply for a new short-term rental license.

d. Property Management

A short-term rental property must, upon registration, identify a person to take phone calls and respond physically to the property to reports of concerns and complaints 24 hours per day, 7 days per week during the rental period. This person must be able to respond to issues at the property within 30 minutes, and if necessary be on-site within 60 minutes. If this person meets those requirements, they can be the Responsible Person, Property Manager, or Owner can be this person if they meet those requirements. It is required to provide a phone number and name to the City upon registration.

e. Parking

The Owner or Property Manager must be cognizant of on-street parking issues and not infringe on parking of neighbors. The property manager or owner/Responsible Person must work with the City, neighbors and/or adjacent property owners to identify a resolution moving forward.

f. Non-Compliance

Failure to comply with the regulations set forth for Short Term Rentals may result in fines set by the Municipal Code. At the time of the third offense, the license of the offending unit may be revoked for the remainder of that license period, and a new license can be applied for subsequently.

a. Principal Use

- If the entire home is available to be rented out and the home is occupied by the property owner for less than 42 days (6 weeks) in a calendar year.
- Is the predominant use of the principal structure on a lot or parcel.

- Only permitted as an Accessory Use where “A” is listed in the Allowed Use Table
- Accessory Use in an unoccupied second home is occupied by the property owner for greater than or equal to 42 days (6 weeks) in a calendar year,
- A portion of the home is rented out (ie. the first floor of a two-story home, or Owner-Occupied Dwelling)
- In the Central Business District, the Accessory Use is only permitted in the upper level of structures in the Historic District Overlay.

Red Lodge Allowed Uses and Dimensional Standards by Zoning District										
P= Principal; A=Accessory; C=Conditional, "-"= Prohibited, SP= Special Permit										
Allowed Uses	R-1	R-2	R-3	R-4*	C-1	C-2*	C-3-N*	C-3-S	C-4	P-1, P-2
Corresponding Table	4.3.62	4.3.72	4.3.82	4.3.92	4.3.102	4.3.112	4.3.122	4.3.132	4.3.142	4.3.152; 4.3.162
STR, 1 unit	A,P	A,P	A	A	A,P	A,P	A	A	A	--
STR, 2 units	--	--	A	A	C	C	C	A	A	--
STR, 3-5 Units	--	--	--	C	C	C	C	A,C	A,C	--

*Short-term rentals on properties within boundaries of the Urban Renewal District shall be reviewed by the Planning Board and Zoning Commission under Conditional Use. See *Section 4.3.176, Urban Renewal District*.

EXHIBIT C

4.3.176 Urban Renewal Districts (URD)



North Community Entrance Urban Renewal District boundary map.

A. Purpose and Intent

The purpose and intent of this section is to ensure conformance with the goals of The Red Lodge North Community Entrance Urban Renewal District and Tax Increment Finance (TIF) District. This URD was adopted on April 7, 2022 and has a sunset date of April 7, 2037. The goals and objectives of the URD are established in the Urban Renewal Plan (Ordinance 956).

B. Applicability

These regulations apply to all lots, tracts or parcels within the boundary of any Urban Renewal District, unless otherwise exempted.

C. Use Limitations

1. Short-term rentals proposed on properties within the Urban Renewal District shall be reviewed as a Conditional Use by the Planning Board and Zoning Commission.

Resolution No. 2023-02

A RESOLUTION BY THE CITY OF RED LODGE, MONTANA PLANNING BOARD AND ZONING COMMISSION RECOMMENDING ADOPTION BY THE RED LODGE CITY COUNCIL TO AMEND ORDINANCE 957 PERTAINING TO LAND-USE AS GOVERNED IN THE RED LODGE ZONING REGULATIONS

WHEREAS, Section 76-2-301 of Montana Code Annotated authorizes the City of Red Lodge to adopt and enforce local zoning regulations to promote the public healthy, safety, morals, or the general welfare of the community; and

WHEREAS, Montana Code Annotated allows municipal governments to regulate and restrict, among other things, the uses and intensity of use of land; and

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

WHEREAS, The City of Red Lodge City Council established through Ordinance the City of Red Lodge Planning Board in order to carry out the roles laid out by Section 76-1-106 of Montana Code Annotated; and

WHEREAS, The Red Lodge Planning Board in concert with public comment caused to be prepared the updated Zoning Regulations detailed in Exhibit A, as attached hereto for Outdoor Advertising; and

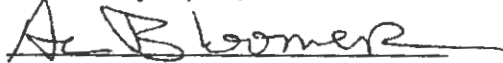
WHEREAS, The Red Lodge Planning Board has held public meetings and a public hearing on June 28, 2023 to solicit valuable input from the public; and

WHEREAS, The Planning Board has determined that it has completed its efforts to update the City Zoning Code specific to Outdoor Advertising.

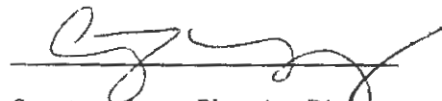
NOW THEREFORE BE IT RESOLVED BY THE PLANNING BOARD AND ZONING COMMISSION:

1. The City of Red Lodge Planning Board and Zoning Commission hereby request that the City Council adopt and Ordinance to approve the amended City Zoning Code Title 12 Section 4.6.0, Outdoor Advertising attached hereto and incorporated herein as Exhibit A.

PASSED AND APPROVED BY THE RED LODGE PLANNING BOARD AND ZONING COMMISSION on this 28th day of June, 2023.



Al Bloomer, Planning Board President



Courtney Long, Planning Director

DRAFT- Tracked Recommended Changes by STR Advisory Committee and Planning Board

Section 4.4.20, Use Specific Standards

4.4.22, Specific Uses

L. Short-Term Rentals

1. Purpose and Intent

The purpose of this article is to provide for the regulation of short-term rentals within the City in order to minimize the effects of Short-Term Rental uses on surrounding residential properties and neighborhoods, preserve the character, integrity, and stability of residential neighborhoods, and to ensure the public health, safety, and welfare of the occupants. ~~preserve neighborhood character while encouraging economic activity and diversity, and to ensure the public health, safety, and welfare of the occupants.~~ The provisions of this article apply only to short-term rentals as defined herein. This article does not apply to any rental of a dwelling unit which is governed and defined by The Montana Residential Landlord and Tenant Act of 1977.

2. Standards

- a. A lower-priced or moderate-priced dwelling that received financial support from the City, including but not limited to down payment assistance, or other financial subsidy, may not be used as a short-term rental until such time as the lien instrument against the property in favor of the City securing the amount of such subsidy has been released and the release recorded with the Carbon County Clerk and Recorder's Office.
- b. Single unit and two-unit rentals are considered to have an impact consistent of a Single-Family Dwelling and Home Occupancy and are an allowed use in all Zoning Districts.
- c. Multi-unit rentals are considered to have an impact consistent of other short-term accommodations such as Hotel, Motel, or Bed and Breakfast. Any short-term rental accommodations exceeding five (5) units is considered a motel. Multi-units may be considered Allowed, Conditional or Prohibited dependent upon the Zoning District.

3. Definitions

a. ~~Hosting Platform~~ Advertising

Any person or company that provides an online application, software, website, or system through which a seller may advertise, rent, or furnish accommodations and through which a purchaser may arrange for use of those accommodations. Advertisements on platforms include any online travel company or third-party reservation intermediary that facilitates the sale or use of accommodations, including but not limited to print advertisement

b. Operation or Operating a Short-term Rental

The short-term rental has been rented by or on behalf of the owner to the ~~general~~ public for compensation for transient occupancy. "Operation of" or "operating" a short-term rental does include advertisement of or offering to rent short term rental(s). ~~If an STR is not advertised within a 12 month period, the City may choose not to renew the license.~~

c. Owner-Occupied Short-Term Rental

A short-term rental of one or more bedrooms in an owner-occupied or agent occupied dwelling while the owner/agent is occupying the same dwelling unit for the entire rental period.

d. Property Manager/ Property Management Company

A person or company designated and licensed within the City of Red Lodge and State of Montana to provide property management of 1 or more properties, as regulated by Section 37-51-6, Licensure of Property Managers of Montana Code Annotated. Management includes but is not limited to maintenance, coordination, remittance of all taxes on behalf of their clients as well as act as the Responsible Person/Local Emergency Contact/Owner Representative. Property Managers are required to maintain all necessary licensing, insurance and records as required by law.

e. Responsible Person/Local Emergency Contact/Owner Representative

A person designated by the Owner of the property, or is the Owner, whose is able to respond to issues at the short-term rental property within 30 minutes and must be able to take phone calls and respond to the property in person to reports of concerns and complaints 24 hours per day, 7 days per week during the rental period. If this contact changes for the short-term rental property the Owner or Property Manager must contact the City and provide an updated contact person and phone number

f. Short-term Rental License

A business license specifically for a short-term rental unit. Separate short-term rental business licenses are required per unit advertised and rented, even if they are on the same parcel or within the same structure.

g. Short-Term Rental

A dwelling unit, including a house or part of a house, apartment, condominium, ADU, that is rented by or on behalf of the owner to the public for compensation for transient occupancy for 30 days or less.

h. Short-term Rental Unit

A separate living space rented per contracted guest. Separate living space is that in which the occupants live and eat separately from any other guests in the building and/or which have direct access from the outside of the building or through a common hall. Units can be defined by address, structure, or advertised living space. ~~Each Short-term Rental Unit must obtain and retain a separate license~~

4. Compliance with Laws

In addition to the provisions of this article, the short-term rental owner must comply with all other applicable local, state and federal laws, including but not limited to City business license, resort tax, lodging facility use tax and accommodations sales tax regulations; permitting requirements; fair housing laws; approved codes; building code and health department regulations. Loss of any required permit or license will result in revocation of the short-term rental license.

Compliance with all applicable laws and regulations is the sole responsibility of the owner. City approval of an application for short-term rental license in no way waives or transfers to the City such responsibility. In addition, the owner is solely responsible for verifying that the use of a property as a short-term rental is compatible with insurance and mortgage contracts, homeowners' association covenants, rental agreements and any other contracts which govern the use of the property.

a. Performance Standards:

i. It shall be unlawful for any person to operate or advertise a short-term rental within the City without having first registered the short-term rental with the City without first obtaining a Short-term Rental Business License. Owners or Property Managers must remove all advertisements on online hosting platforms if they do not have an operational or licensed short-term rental.

ii. Owners or Property Management Representatives must provide a name and phone number of a Responsible Person who is able to respond within 30 minutes to the short-term rental property and must be able to take phone calls and respond to the property in person to reports of concerns and complaints 24 hours per day, 7 days per week during the rental period. This person must be provided upon registering for a short-term rental business license. This Responsible Person may be a Property Management company and/or representative. If this contact changes for the short-term rental property the Owner or Property Manager must contact the City and provide an updated contact person and phone number.

iii. Either the Responsible Person, Property Manager or Owner must be available when contacted using the City's online software if there are complaints or concerns about their property, or if the City has any concerns or questions. The Responsible Person, Property Manager or Owner is required to respond to the City upon request within 5 business days of being notified.

iv. Owners or Property Management Representatives must provide their short term rental business license number on all of their advertisements for the short term rental unit.

5. Safety, Health, ~~Nuisance~~, and Environmental Regulations

Owners and/or the Property Management Companies of a short-term rental property shall comply with applicable rules and regulations of the Red Lodge Fire Department, Carbon County Environmental Health Department.

a. Safety hazards and public health

The owner or their representative acknowledges that the City has the right to suspend operation of any short-term rental when the City determines the rental is causing or contributing to an imminent public health, safety hazard, or nuisance, as defined in municipal code (4-1-1).

b. Maximum overnight occupancy for short-term rentals

Maximum overnight occupancy of an STR unit shall be determined by the existing Red Lodge fire codes or the owner, whichever is fewer. The maximum overnight occupancy must be noted on the short-term rental advertisement during the registration process and must be included in the list of short-term rental rules.

c. Signage

The list of rules must be prominently displayed within the short-term rental. The following must be included though the owner can add additional rules of their own.

i. ~~Safety~~

~~During a rental period, there must be a sign posted inside the short-term rental showing the locations of all fire extinguishers in the unit, the gas shut off valve, and fire exits.~~

i. Trash removal

The Owner or Property Manager must ensure proper disposal of solid waste pursuant to local and state rules, regulations and laws. The schedule for trash and recycling collection must be included within the short-term rental rules as well as an explanation of how to use our Bear Proof Trash Cans. If additional trash is generated above and beyond the limits of the receptacles provided guests must arrange with the Owner or Responsible Person on how best to contain the excess in the home. If the City feels the proper storage of trash is an ongoing issue or concern then the City can assess and require additional appropriate trash receptacles.

ii. Noise

All activities producing noise discernible from a neighboring property (as defined in municipal code) shall cease between 10:00 p.m-7:00 a.m. This requirement must be included in the short-term rental rules and posted at exits and near hot tubs and outdoor gathering spaces.

iii. Responsible Person or Property Manager Contact

The Owner or Property Manager or Responsible Party (as identified on the license application) contact information must be provided to the guest prior to arrival and must be posted within the rental for the guests use in case of concerns or problems. The contact information of the responsible party will be provided to each neighbor within a one house radius of the STR within 14 days of the license being approved.

iv. Guest Rules/Good Neighbor Policy

By agreeing to rent a Short-term rental unit licensed in Red Lodge, guests are agreeing to abide by the citywide Good Neighbor Policy. This will be made clear in the rental agreement, in which the Good Neighbor Policy will also be provided.

6. Licensing

a. Change in Ownership

A short-term rental license does not run with the land and a change in ownership terminates the license. The new owner must apply for a new short-term rental license.

b. Expiration

Licenses are valid when they are issued until the following June 30th. City of Red Lodge Business Licenses are valid from July 1st through June 30th of the following year.

c. Renewal

The Owner or Property Manager of a short-term rental may apply to renew the license annually using the City's online software. Renewals will begin by May of each year, and are required to be completed by June 30th. If an Owner or Property Manager does not renew their short-term rental business license by September 1st the license will be terminated. If a license is terminated the property owner will be required to apply for a new short-term rental license.

~~g. Short term rental agreement; written rules for guests~~

~~The guest must be provided with a written list of rules applicable to the short-term rental with the rental agreement, and the rental agreement must include a written acknowledgement by the renters of their agreement to comply with such rules.~~

d. Property Management

A short-term rental property must, upon registration, identify a person to take phone calls and respond physically to the property to reports of concerns and complaints 24 hours per day, 7 days per week during the rental period. This person must be able to respond to issues at the property within 30 minutes. If this person meets those requirements, they can be the Responsible Person, Property Manager, or Owner can be this person if they meet those requirements. It is required to provide a phone number and name to the City upon registration.

e. Parking

The Owner or Property Manager must be cognizant of on-street parking issues and not infringe on parking of neighbors. ~~If repeated complaints are received about parking at a particular short term rental, then the local property manager or owner/Responsible Person must work with the City, neighbors and/or adjacent property owners to identify a resolution moving forward.~~

f. Non-Compliance

Failure to comply with the regulations set forth for Short Term Rentals may result in fines set by the Municipal Code. At the time of the third offense, the license of the offending unit may ~~will~~ be revoked for the remainder of that license period, and a new license can be applied for subsequently. ~~If the offender continues to operate without a license, then the City may decide to not renew the license.~~

Record of Public Meetings			
9-29-2022	STR Advisory Committee	12-08-2022	STR Advisory Committee
10-6-2022	STR Advisory Committee	12-14-2022	PB&ZC
10-20-2022	STR Advisory Committee	1-11-2023	PB&ZC
10-27-2022	STR Advisory Committee	1-25-2023	PB&ZC
11-3-2022	STR Advisory Committee	2-08-2023	PB&ZC
11-10-2022	STR Advisory Committee	3-08-2023	PB&ZC
11-17-2022	STR Advisory Committee	3-15-2023	PB&ZC
12-01-2022	STR Advisory Committee	3-22-2023	PB&ZC

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Article 4.6.0 OUTDOOR ADVERTISING

4.6.10 Purpose and Intent

To promote the public health, safety and general welfare through consistent, and non-discriminatory regulations for the installation and maintenance of signs. This Section is intended to preserve free speech, expression, and content neutrality while balancing the need to regulate the collateral effects of signs, particularly those that may adversely impact scenic views; safety for motorists, bicyclists, and pedestrians; and the interests of the public. These regulations are intended to ensure that signs are in line with the community's policies and plans to preserve historical, cultural, and natural features such as in the historic districts and dark skies preservation; and are not a distraction or impediment due to brightness, movement, size, or height; and do not create a hazard.

The City recognizes that signs are a necessary means of visual communication for public convenience, as well as way-finding; and businesses, services, and other activities have the right to identify themselves by using signs that are accessory and incidental to the uses on the premises where the signs are located.

This Section is not intended to regulate government signs.

The City has the authority to regulate signs under the United States Constitution, the State Constitution, and the Statutes of the State of Montana.

To the extent any provision of the sign standards can be read in a manner that makes such provision legally invalid, such interpretation is unintended and the provision shall be interpreted only in a manner that is legally compliant. If any provision is or becomes legally unenforceable, then such provision shall be deemed stricken and all remaining provisions shall be enforced as if the offensive provision did not exist.

4.6.20 Applicability

The standards of this Section apply to the erection, construction, relocation, installation, lighting or alteration of any outdoor advertising (including externally-facing window advertising), structure, markings, symbol or other advertising device unless exempted in Subsection **4.6.40, Exemptions**.

4.6.21 Signage for Specific Uses

Additional standards for outdoor advertising for Specific Uses are addressed in **Section 4.4.20, Use Specific Standards**. Stricter state standards found in Montana Code Annotated apply.

4.6.30 Definitions

For the purpose of this Section, certain words and terms shall have the meaning as established in this Subsection.

4.6.31 Motor Vehicle Sign

A sign that is on a motor vehicle or trailer.

4.6.32 Murals

A one-of-a-kind, hand-painted, hand-tiled, or digitally printed work of visual art that is either affixed to or painted directly on the exterior wall of a structure with the permission of the property owner. It is not

intended to be graffiti, a sign or otherwise outdoor advertising. A mural does not include displays with electrical or mechanical components or a changing image art display.

4.6.33 Sandwich Boards

A custom-constructed portable sign, also known as a "tent" sign, that is temporary.

4.6.34 Sign

For purposes of this Ordinance the term sign shall mean any structure, marking, symbol, display, illustration or other advertising device designed or intended to announce, market or attract attention to a business, product or service.

4.6.35 Sign Area

A. Sign Area means the surface of a sign designed to contain a message, logo, symbol, or other communication, and excludes the structural support members and any decorative finials.

B. Sign area for free-standing signs, or signs projecting from a building (i.e., not signs mounted to the surface of the building in a more or less parallel manner) may display a message on multiple sides. The sum total of the area of each side shall not exceed the allowed sign area.

4.6.36 Sign, Neon

Signs lit with luminous gas-filled tubes or exposed bulbs visible from outside the sign cabinet in a historic or modern faux neon standard.

4.6.37 Sign, Externally Illuminated

Signs illuminated by sources from outside the actual sign.

4.6.38 Sign, Internally Illuminated

Illumination in which neon or faux neon, fluorescent, incandescent or other light sources are placed within a semi-transparent "can" and shine through sign panels, typically made of plastic, and bulbs not directly visible from outside the sign. Only letters, numerals, and logos may be of translucent material to allow internal lighting to reveal the message of the sign. The background shall be opaque. Individual internally-illuminated letters, commonly known as channel signs or dimensional lettering, are preferred.

4.6.39 Window Advertising

A sign that is either affixed to or within one foot of a door or window interior.

4.6.40 Exemptions

Underless otherwise noted, exempted signs shall adhere to size standards for the zoning district. The standards of this Section shall not apply to the following:

4.6.41 Official Notices, Warning Signs, Historical Information

Notices posted by an official of a public body or utility that provides legal notification or information or warning of a dangerous area, including signs communicating information about the history of a property or the community.

4.6.42 Permanent window signs.

A business shall be permitted interior, non-illuminated signs that occupy not more than 25 percent of the total street frontage of the ground floor windows, excluding transoms, only in the Commercial Districts. Ground Floor Windows are defined in **Section 4.3.173.E-4**.

4.6.43 Building Identification, Minor Residential

Signs, plaques and similar features not to exceed four (4) square feet in area containing building names, dates of erection, commemorative information or similar content. Wall signs not to exceed one (1) square foot in area identifying occupants or owners of a residential property.

4.6.44 Temporary and Seasonal Lighting

Temporary and seasonal lights and displays containing no commercial message and erected no sooner than forty-five (45) days prior to the holiday and removed no later than fifteen (15) days following the holiday. Seasonal lighting shall not exceed 70 lumens (See Section 4.5.73-G).

4.6.45 Real Estate

Not more than one (1) real estate sign per lot, parcel or tract of land or a building "for sale" or "for rent" that does not exceed six (6) square feet in area.

4.6.46 Religious Symbols, Non-commercial and Political Signs

Religious symbols, signs conveying a non-commercial message and temporary political signs.

4.6.47 Way Finding, Traffic Control and Events

Signs that provide directional information, identify entrances/exits and control traffic that does not exceed six (6) square feet in area. Temporary advertising for special events may be located at the Red Lodge Chamber of Commerce, but are still subject to Section 4.6.120 Temporary Signs.

4.6.48 Murals

Murals depicted on sides of buildings that contain a message of an historical nature and not for commercial purposes or messages. Acknowledgement of fundraising and donors is permissible when not the dominant message. Murals shall not be illuminated. Murals are subject to Design Review.

4.6.49 Time and Temperature

Signs displaying time and temperature that do not contain blinking, rotating or moving lights.

4.6.50 Permit Required

The erection, construction, relocation or alteration of a sign or other advertising device not exempted in Subsection 4.6.40, Exemptions, requires a Sign Permit. Electrical and building permits pursuant to the currently adopted electrical and building codes may be required in addition to the Sign Permit from the Zoning Administrator.

4.6.51 Secondary and Tertiary Conditional Uses

All Secondary and Tertiary Conditional Use Permits are required to submit their advertising package as part of Design Review for review and approval.

4.6.60 General Standards

4.6.61 Size

A. Residential Districts

The maximum amount of sign area allowed in a residential zoning district is six (6) square feet per lot, parcel or tract of land. Notwithstanding the above limitation, the size of sign area announcing the name of a development is one (1) square foot of sign area per one (1) linear foot of street frontage of the lot containing the sign, not to exceed forty (40) square feet.

B. Commercial Districts

The total amount of sign area allowed in commercial zoning districts shall not exceed one hundred twenty (120) total square feet per lot, parcel, or tract of land. The maximum size of any single sign shall not exceed forty (40) square feet. Total signage and sign area is calculated by measuring the surface area of one face of the sign.

C. Commercial Historic Overlay District and Nationally Registered Historic Sites

Historic signage in downtown Red Lodge from the turn-of-the-century until about 1940's is defined in the 1986 Red Lodge Revitalization Master Plan as simplistic with projecting signs as small in scale and at a pedestrian level. Signage in this district shall be reviewed for their consistency with other signage on the block and with historical signage size and scale.

D. Public Use Districts

Outdoor advertising for commercial uses on public lands shall be determined by the Zoning Administrator, under criteria such as the surrounding land use and zoning. Illuminated signs are prohibited.

1. Airport District (P-1-A)

Sign packages shall include approval from the Airport Board and adhere to FAA regulations.

2. Designated Parks (P-1-P, P-1)

Commercial outdoor advertising in public parks shall be prohibited, unless otherwise allowed through a Memorandum of Understanding with a user group.

4.6.62 Number, Type

There is no maximum number of non-illuminated signs permitted on a property and no restriction on the types of signs provided the total sign area of all signs does not exceed the amount permitted in Section 4.6.61, Size.

4.6.63 Height

The maximum height of all freestanding signs, including all embellishments, shall be eight (8) feet above natural grade. For properties below the grade of adjacent public road(s), the height limit including all embellishments shall be eight (8) feet above the adjacent road grade.

4.6.64 On-Site

Signs shall be on the same property as the business, service or product advertised.

4.6.65 Construction, Electrical Codes

Signs and other advertising devices shall comply with applicable construction and electrical codes.

4.6.66 Illumination

Sign luminance levels for operation between sunset and sunrise shall not exceed 700 candelas per square meter as measured under conditions of a full white display. Sign illumination shall be dimmed or extinguished completely at business closing.

A. Neon

Neon signs shall not have their luminous outputs counted toward the lumen allowances of Section 4.5.74, Commercial Lighting Limits Table 2 or 3.

B. Internally Illuminated

Outdoor internally-illuminated advertising signs constructed with faces of opaque materials and wholly illuminated from within do not require shielding. Colored or dark backgrounds with light lettering or symbols shall be used to minimize the detrimental effects of light pollution. Lamps used for internal illumination of such signs shall be counted toward the lumen caps in Section 4.5.70, Lighting.

C. Externally Illuminated

Externally illuminated signs shall conform to the lamp source, shielding restrictions of 4.5.70, Lighting, and lumen allowances of Section 4.5.74, Commercial Lighting Limits, Table 2 or 3.

4.6.67 Safety

Signs such as, but not limited to, sandwich board signs on a public right-of-way/sidewalk shall be kept within 24 inches of the building face and within six feet of the building entrance for the business to which the sign pertains and shall not obstruct pedestrian traffic or impede maintenance and/or snow and ice removal.

4.6.70 Prohibited Signs

The following signs shall be prohibited:

4.6.71 Animated

Signs Flashing, blinking, fluttering, rotating or otherwise moving signs including pennants, flag banners, rotating light beams, inflatable devices, holograms, balloons and similar devices.

4.6.72 Neon

Neon signs are only allowed in the Commercial Historic District Overlay and Nationally Registered Historic Sites by Design Review, Section 4.6.80, Neon, Externally Illuminated Signs in the Commercial Historic District Overlay.

- A. Neon signs are prohibited for businesses where persons under the age of 18 years are prohibited from entering by Montana Code.

4.6.73 Internally Illuminated Signs in Specified Districts

Internally illuminated signs are prohibited in the Commercial Historic District Overlay, Public Districts, and Residential Districts. They are subject to Design Review in all other Commercial Districts, Section 4.6.90, Internally Illuminated Signs.

4.6.74 Strings of Lights, Upcast Lights

Strings, banks or rows of lights including LED used to outline or highlight a building or portion of a building or create an advertising symbol, except holiday displays exempted in Section 4.5.73-G, Temporary and Seasonal Lighting. Lights mounted on the ground or building aimed upward are prohibited.

4.6.75 Digital, Electronic Graphic Display

Signs that display moving, digital or electronic images or multi-dimensional holographic displays.

4.6.76 Off-Site

Signs located off-site or off-premises from the business, service or product advertised, including

signs providing directions to a business.

4.6.77 Public Use Zoning District Commercial Signage

Commercial outdoor advertising in public parks, unless otherwise allowed through a Memorandum of Understanding with a user group.

4.6.78 Freestanding Signs

- A. Internally illuminated pole signs.
- B. Freestanding signs in the Commercial Historic District Overlay.

4.6.79 Motor Vehicle Signs

Motor vehicle signage that is parked longer than five (5) consecutive days may be considered permanent advertising as determined by the Zoning Administrator and is prohibited.

4.6.80 Neon, Externally Illuminated Signs in the Downtown Historic Overlay District and Nationally Registered Historic Sites

The historic nature of Downtown Red Lodge provides the City with a unique attraction for residents and visitors. Neon and externally illuminated signs have a history in Red Lodge and can be used to improve the visual landscape of downtown if the signs are historic in appearance and do not hide architectural elements or other historic features of our historic downtown buildings. Neon and externally illuminated signs may be approved if they meet the following standards:

4.6.81 Design Review Required

All neon and externally illuminated signs proposed in the Commercial Historic District Overlay and Nationally Registered Historic Sites shall be approved through Design Review, and are subject to maximum size limitations and total signage limitations outlined in this chapter. Plans and policies that have assessed the historic character of Red Lodge, such as the Red Lodge Revitalization Master Plan, shall be considered in the Design Review. This includes consistency with the historic character of the building and human scale of the streetscape. For example early 20th century signage was subtle, simplistic and small in scale. Internally Illuminated signs, including faux neon, are prohibited.

4.6.82 Historically Appropriate Sign Design

All signage applying for approval under these guidelines will be reviewed for compliance with the following criteria:

A. Use

Neon signs shall be reviewed as an architectural feature of the building. Neon signs used as the primary outdoor advertisement are subject to denial through Design Review.

1. Historic neon signs such as those located at the following businesses: Red Lodge Cafe, the historic Park Theater and the Roman Theater shall be exempt from this requirement.

B. Placement

Signs shall be installed in appropriate "sign areas" as defined by the existing architecture of the façade.

1. No sign shall be placed or located so as to obscure or cover a vertical architectural element such as a column or pilaster.
2. Signage will fit entirely within horizontal divisions between floors.

3. Where no architectural divisions exist or are evident, signage will be proportionately scaled to the façade and placed to respect window and door openings.
4. No sign shall cover the entire width of any façade.
5. Neon signs are prohibited on Nationally Historic Registered buildings, or buildings constructed prior to 1920.

C. Material

Allowed materials include: metal (iron, steel, brass, copper, aluminum and other natural finishes), painted metal, wood, vinyl or other sheet claddings (only for backing panels or cut lettering), glass, fiberglass, high density urethane foam, and similar “cast” or formed materials to create 3-dimensional objects, including individual lettering.

D. Illumination

Illuminated signs shall use lighting forms consistent with traditional historic signs which includes exposed neon tubing and exposed incandescent or similar bulbs. A mixture of neon and exposed bulbs are discouraged. Internally illuminated signage is not traditional or subject to approval under these guidelines.

E. Shapes

Signs shall have complex shapes rather than simple rectangles, circles or squares. Projecting neon signs shall generally be longer in height than in width unless otherwise approved by the Planning Board through Design Review.

F. Size

1. Exterior and interior window neon signs exceeding three square feet shall be subject to Design Review and approval.
2. All neon signs shall have a maximum of 16 square feet per sign face.

G. Number

Neon and faux neon signs shall be limited to one (1) sign per either lot, parcel, or tract of land OR business establishment whichever is more restrictive. Window neon “OPEN” signs shall be exempted and limited to one (1).

H. Recommendations from Applicable Agencies, Policies and Plans

1. Recommendations from the Carbon County Historic Preservation Officer shall be considered in the Design Review.
2. Signs design shall be considered based on guidance from established planning documents such as, but not limited to, the Red Lodge Revitalization Master Plan, Growth Policy, and Main Streets program.

I. Extinguishment

Sign illumination shall be dimmed or extinguished completely at business closing, per **Section 4.6.66, Illumination.**

4.6.90 Internally Illuminated Signs

Internally illuminated signs inside Commercially Zoned Districts, other than the Commercial Historic District Overlay and at Nationally Registered Historic Sites, shall be approved through Design Review. Applicants must fill out the same application as those of non-illuminated signs.

4.6.100 Nonconforming Signs

Any sign, whether illuminated or non-illuminated, legally existing on the effective date of this Ordinance which does not comply with the provisions of this Article shall be deemed a nonconforming sign. No nonconforming sign shall be moved, altered, re-erected, relocated or replaced unless it is brought into compliance with the standards of this Article. This shall not prevent the repair or restoration to a safe condition of any part of a nonconforming sign or sign structure, or a change of message or normal maintenance on a sign or sign structure.

4.6.110 Abandoned Signs

Any sign that is not structurally sound or no longer serves to inform or attract attention of the public, including illegible signs and signs advertising or identifying abandoned uses, shall be considered abandoned and its removal required. The owner of an abandoned sign shall be responsible for the removal of the sign within sixty (60) days of the adoption of this Ordinance or within sixty (60) days termination of the use advertised by the sign.

4.6.120 Temporary Signs

The Zoning Administrator may approve temporary signs to be erected for not more than thirty (30) days to advertise non-commercial special events, and short-term activities. Short-term sales promotions for private businesses are not eligible for temporary signs under this provision. Temporary signs shall not exceed sixteen (16) square feet in sign area except banners that span a street may not exceed ninety-six (96) square feet in sign area. Temporary real estate signs of greater than six (6) square feet, but not more than thirty-two (32) square feet, may be approved by the Zoning Administrator for tracts of land greater than two (2) acres for up to six (6) months and are subject to renewal. Temporary real estate signage does not count towards an advertising package.

Article 4.6.0 OUTDOOR ADVERTISING

4.6.10 Purpose and Intent

To promote the public health, safety and general welfare through reasonable, consistent, and non-discriminatory regulations for the installation and maintenance of signs. This Section is intended to preserve free speech, expression, and content neutrality while balancing the need to regulate the secondary effects of signs, particularly those that may adversely impact scenic views; safety for motorists, bicyclists, and pedestrians; and the interests of the public. These regulations are intended to ensure that signs are not overwhelming; and are not a distraction or impediment due to brightness, movement, size, or height; and do not create a hazard. The City recognizes that signs are a necessary means of visual communication for public convenience and way-finding; and businesses, services, and other activities have the right to identify themselves by using signs that are accessory and incidental to the uses on the premises where the signs are located. This Section is not intended to regulate government signs. The City has the authority to regulate signs under the United States Constitution, the State Constitution, and the Statutes of the State of Montana. To the extent any provision of the sign standards can be read in a manner that makes such provision legally invalid, such interpretation is unintended and the provision shall be interpreted only in a manner that is legally compliant. If any provision is or becomes legally unenforceable, then such provision shall be deemed stricken and all remaining provisions shall be enforced as if the offensive provision did not exist.

Commented [1]: Change to "collateral"

Commented [2]: Replace with, "These regulations are intended to ensure that signs are in line with the community's policies and plans to preserve historical, cultural, and natural features such as in the historic districts and dark skies preservation; and are not a distraction or impediment due to brightness, movement, size, or height; and do not create a hazard."

4.6.20 Applicability

The standards of this Section shall apply to the erection, construction, relocation, installation or alteration of any outdoor advertising sign, structure, markings, symbol or other advertising device unless exempted in Subsection 4.6.30, Exemptions.

Commented [3]: add, "(including externally-facing window advertising)"

4.6.30 Definitions

For the purpose of this Section, certain words and terms shall have the meaning as established in this Subsection.

Commented [4]: Definitions added for Motor Vehicle Sign, Murals, Sandwich Boards, and Window Advertising

4.6.31 Sign

For purposes of this Ordinance the term sign shall mean any structure, marking, symbol, display, illustration or other advertising device designed or intended to announce, market or attract attention to a business, product or service.

4.6.32 Sign Area

A. Sign Area means the area of the surface of a sign designed to contain a message, logo, symbol, or other communication, and excludes the structural support members

B. Sign area for free-standing signs, or signs projecting from a building (i.e. not signs mounted to the surface of the building in a more or less parallel manner) may display a message on multiple sides. The sum total of the area of each side shall not exceed the allowed sign area.

4.6.33 Sign, Neon Signs lit with luminous gas-filled tubes or exposed bulbs visible from outside the sign cabinet in a historic manner.

Commented [5]: change to "...historic or modern faux neon standard."

4.6.34 Sign, Externally Illuminated

Sign illuminated by light sources from the outside.

Commented [6]: add, "...the actual sign."

4.6.35 Sign, Internally Illuminated

Illumination in which neon, fluorescent, incandescent or other light sources are placed within a semi-transparent "can" and shine through sign panels, typically made of plastic, and bulbs not directly visible from outside the sign.

Commented [7]: New section reads: Illumination in which neon or faux neon, fluorescent, incandescent or other light sources are placed within a semi-transparent "can" and shine through sign panels, typically made of plastic, and bulbs not directly visible from outside the sign. Only letters, numerals, and logos may be of translucent material to allow internal lighting to reveal the message of the sign. The background shall be opaque. Individual internally-illuminated letters, commonly known as channel signs or dimensional lettering, are preferred.

4.6.40 Exemptions

The standards of this Section shall not apply to the following:

4.6.41 Official Notices, Warning Signs, Historical Information

Notices posted by an official of a public body or utility that provides legal notification or information or warning of a dangerous area, including signs communicating information about the history of a property or the community.

4.6.42 Window Displays, Indoor Signs

Indoor signs and displays except as otherwise regulated herein.

4.6.43 Building Identification, Minor Residential

Signs, plaques and similar features not to exceed four (4) square feet in area containing building names, dates of erection, commemorative information or similar content. Wall signs not to exceed one (1) square foot in area identifying occupants or owners of a residential property.

4.6.44 Temporary and Seasonal Lighting

Temporary and seasonal lights and displays containing no commercial message and erected no sooner than forty-five (45) days prior to the holiday and removed no later than fifteen (15) days following the holiday. Seasonal lighting shall not exceed 70 lumens (See Section 4.5.73-G).

4.6.45 Real Estate

Not more than one (1) real estate sign per lot, parcel or tract of land or a building "for sale" or "for rent" that does not exceed six (6) square feet in area.

4.6.46 Religious Symbols, Non-commercial and Political Signs

Religious symbols, signs conveying a non-commercial message and temporary political signs.

4.6.47 Way Finding, Traffic Control and Events

Signs that provide directional information, identify entrances/exits and control traffic that does not exceed six (6) square feet in area. Temporary advertising for special events may be located at the Red Lodge Chamber of Commerce, but are still subject to Section 4.6.120 Temporary Signs.

4.6.48 Murals

Murals depicted on sides of buildings that contain an advertising message of an historical nature and not a specific existing business. Acknowledgement of fundraising and donors is permissible when not the dominant message.

4.6.49 Time and Temperature Signs displaying time and temperature that do not contain blinking, rotating or moving lights.

4.6.50 Permit Required

The erection, construction, relocation or alteration of a sign or other advertising device not exempted in Subsection 4.6.30, Exemptions, requires a Sign Permit. Electrical and building

Commented [8]: New: 4.6.42 Permanent window signs.
A business shall be permitted interior, non-illuminated signs that occupy not more than 25 percent of the total street frontage of the ground floor windows, excluding transoms, only in the Commercial Districts. Ground Floor Windows are defined in Section 4.3.173.E-4.

Commented [9]: Updated to: Murals depicted on sides of buildings that contain a message of an historical nature and not for commercial purposes or messages. Acknowledgement of fundraising and donors is permissible when not the dominant message. Murals shall not be illuminated. Murals are subject to Design Review.

permits pursuant to the currently adopted electrical and building codes may be required in addition to the Sign Permit from the Zoning Administrator.

4.6.51 Secondary and Tertiary Conditional Uses

All Secondary and Tertiary Conditional Use Permits are required to submit their advertising package as part of Design Review for review and approval.

4.6.60 General Standard

4.6.61 Size

A. Residential Districts

The maximum amount of sign area allowed in a residential zoning district is six (6) square feet per lot, parcel or tract of land. Notwithstanding the above limitation, the size of sign area announcing the name of a development is one (1) square foot of sign area per one (1) linear foot of street frontage of the lot containing the sign, not to exceed forty (40) square feet.

B. Non-residential Districts

The total amount of sign area allowed in non-residential zoning districts shall not exceed one hundred twenty (120) total square feet per lot, parcel, or tract of land. The maximum size of any single sign shall not exceed forty (40) square feet. Total signage and sign area is calculated by measuring the surface area of one face of the sign.

4.6.62 Number, Type

There is no maximum number of signs permitted on a property and no restriction on the types of signs provided the total sign area of all signs does not exceed the amount permitted in Section 4.6.61, Size.

4.6.63 Height

The maximum height of all freestanding signs, including all embellishments, shall be eight (8) feet above natural grade. For properties below the grade of adjacent public road(s), the height limit including all embellishments shall be eight (8) feet above the adjacent road grade.

4.6.64 On-Site

Signs shall be on the same property as the business, service or product advertised.

4.6.65 Construction, Electrical Codes

Signs and other advertising devices shall comply with applicable construction and electrical codes.

4.6.66 Illumination

Sign luminance levels for operation between sunset and sunrise shall not exceed 700 candelas per square meter as measured under conditions of a full white display. Sign illumination shall be dimmed or extinguished completely at business closing.

A. Neon

Neon signs shall not have their luminous outputs counted toward the lumen allowances of Section 4.5.74, Non-Residential Lighting Limits Table 2 or 3.

B. Internally Illuminated

Outdoor internally-illuminated advertising signs constructed with faces of translucent materials and wholly illuminated from within do not require shielding. Colored or dark backgrounds with light lettering or symbols are preferred to minimize the detrimental effects of light pollution. Lamps used for internal illumination of such signs shall not be counted toward the lumen caps in Section 4.5.70, Lighting.

Commented [10]: Added a C and D:

C. Commercial Historic Overlay District and Nationally Registered Historic Sites

Historic signage in downtown Red Lodge from the turn-of-the-century until about 1940's is

defined in the 1986 Red Lodge Revitalization Master Plan as simplistic with projecting signs as small in scale and at a pedestrian level. Signage in this district shall be reviewed for their consistency with other signage on the block and with historical signage size and scale.

D. Public Use Districts

Outdoor advertising for commercial uses on public lands shall be determined by the Zoning Administrator, under criteria such as the surrounding land use and zoning. Illuminated signs are prohibited.

Airport District (P-1-A)

Sign packages shall include approval from the Airport Board and adhere to FAA regulations.

Designated Parks (P-1-P, P-1)

Commercial outdoor advertising in public parks shall be prohibited, unless otherwise allowed through a Memorandum of Understanding with a user group.

Commented [11]: Changed to "Commercial Districts"

C. Externally Illuminated

Externally illuminated signs shall conform to the lamp source, shielding restrictions of Section 4.5.70, Lighting, and lumen allowances of Section 4.5.74, Non-Residential Lighting Limits, Table 2 or 3.

4.6.67 Safety

Signs such as, but not limited to, sandwich board signs on a public right-of-way/sidewalk shall be kept within 24 inches of the building face and within six feet of the building entrance for the business to which the sign pertains and shall not obstruct pedestrian traffic or impede maintenance and/or snow and ice removal.

Commented [12]: this section added

4.6.70 Prohibited Signs

The following signs shall be prohibited:

4.6.71 Flashing, Blinking, Moving Signs

Flashing, blinking, fluttering, rotating or otherwise moving signs including pennants, rotating light beams, inflatable devices, holograms, balloons and similar devices.

Commented [13]: Changed to "Animated"

4.6.72 Neon and Illuminated Signs

Neon and Illuminated signs are only allowed in the Downtown Historic Overlay District by Design Review, Section 4.6.80, Neon, Illuminated Signs in the Downtown Historic Overlay District.

Commented [14]: removed

4.6.73 Internally Illuminated

Signs in the Downtown Historic Overlay District Internally illuminated signs are prohibited in the Downtown Historic Overlay District and Residential Districts. They are subject to Design Review in all other Commercial Districts, Section 4.6.90, Internally Illuminated Signs.

Commented [15]: Added...." In Specified Districts"

Commented [16]: Changed to "Commercial Historic District Overlay, Public Districts, and Residential Districts."

4.6.74 Strings of Lights, Upcast Lights

Strings, banks or rows of lights including LED used to outline or highlight a building or portion of a building or create an advertising symbol, except holiday displays exempted in Section 4.5.73-G, Temporary and Seasonal Lighting. Lights mounted on the ground or building aimed upward are prohibited.

4.6.75 Digital, Electronic Graphic Display

Signs that display moving or electronic images.

4.6.76 Off-Site

Signs located off-site or off-premises from the business, service or product advertised, including signs providing directions to a business.

4.6.77 Public Use Zoning District Commercial Signage

Commercial outdoor advertising in public parks, unless otherwise allowed through a Memorandum of Understanding with a user group.

4.6.78 Freestanding Signs

- A. Internally illuminated pole signs.
- B. Freestanding signs in the Commercial Historic District Overlay.

4.6.79 Motor Vehicle Signs

Motor vehicle signage that is parked longer than five (5) consecutive days may be considered permanent advertising as determined by the Zoning Administrator and is prohibited.

Commented [17]: Sections Added

4.6.80 Neon, Illuminated Signs in the Downtown Historic Overlay District

The historic nature of Downtown Red Lodge provides the City with a unique attraction for residents and visitors. Neon and illuminated signs have a long history in Red Lodge and can be used to improve the visual landscape of downtown if the signs are historic in appearance and do not hide architectural elements of our historic downtown buildings. Neon and illuminated signs may be approved if they meet the following standards:

Commented [18]: Changed to "Neon, Externally Illuminated Signs in the Downtown Historic Overlay District and Nationally Registered Historic Sites"

4.6.81 Design Review Required

All neon and illuminated signs proposed in the Downtown Historic Overlay District shall be approved through Design Review, and are subject to maximum size limitations and total signage limitations outlined in this chapter. Internally illuminated signs are prohibited.

4.6.82 Historically Appropriate Sign Design

All signage applying for approval under these guidelines will be reviewed for compliance with the following criteria:

A. Placement

Signs shall be installed in appropriate "sign areas" as defined by the existing architecture of the façade.

1. No signs shall be placed or located so as to obscure or cover a vertical architectural element such as a column or pilaster.
2. Signage will fit entirely within horizontal divisions between floors to the extent feasible.
3. Where no architectural divisions exist or are evident, signage will be proportionately scaled to the façade and placed to respect window and door openings.
4. No sign shall cover the entire width of any façade.

5. Neon signs are prohibited on Nationally Historic Registered buildings, or buildings constructed prior to 1920.

Commented [19]: Added "Plans and policies that have assessed the historic character of Red Lodge, such as the Red Lodge Revitalization Master Plan, shall be considered in the Design Review. This includes consistency with the historic character of the building and human scale of the streetscape. For example early 20th century signage was subtle, simplistic and small in scale. Internally illuminated signs, including faux neon, are prohibited."

Commented [20]: Added, "Use Neon signs shall be reviewed as an architectural feature of the building. Neon signs used as the primary outdoor advertisement are subject to denial through Design Review. Historic neon signs such as those located at the following businesses: Red Lodge Cafe, the historic Park Theater and the Roman Theater shall be exempt from this requirement."

Commented [21]: Added

B. Material

Allowed materials include: metal (iron, steel, brass, copper, aluminum and other natural finishes), painted metal, wood, vinyl or other sheet claddings (only for backing panels or cut lettering), glass, fiberglass, high density urethane foam, and similar "cast" or formed materials to create 3-dimensional objects, including individual lettering.

C. Illumination

Illuminated signs shall use lighting forms consistent with traditional historic signs which includes exposed neon tubing and exposed incandescent or similar bulbs. A mixture of neon and exposed bulbs are encouraged. Internally illuminated signage is not traditional or subject to approval under these guidelines.

D. Shapes

Signs shall have complex shapes rather than simple rectangles, circles or squares. Projecting neon signs shall generally be longer in height than in width unless otherwise approved by the Planning Board through Design Review.

Commented [22]: Added

E. Size

Signs shall have a maximum of 22 square feet.

Commented [23]: Changed:

1. Exterior and interior window neon signs exceeding three square feet shall be subject to Design Review and approval.
2. All neon signs shall have a maximum of 16 square feet per sign face.

Commented [24]: Added

G. Number

Neon and faux neon signs shall be limited to one (1) sign per either lot, parcel, or tract of land OR business establishment whichever is more restrictive. Window neon "OPEN" signs shall be exempted and limited to one (1).

H. Recommendations from Applicable Agencies, Policies and Plans

1. Recommendations from the Carbon County Historic Preservation Officer shall be considered in the Design Review.
2. Signs design shall be considered based on guidance from established planning documents such as, but not limited to, the Red Lodge Revitalization Master Plan, Growth Policy, and Main Streets program.

Commented [25]: Added

4.6.90 Internally Illuminated Signs

Internally illuminated signs inside Commercially Zoned Districts, other than the Downtown Historic Overlay District, may be approved through Design Review. Applicants must fill out the same application as those of non-illuminated signs.

Commented [26]: "shall"

4.6.100 Nonconforming Signs

Any sign legally existing on the effective date of this Ordinance which does not comply with the provisions of this Article shall be deemed a nonconforming sign. No nonconforming sign shall be moved, altered, re-erected, relocated or replaced unless it is brought into compliance with the standards of this Article. This shall not prevent the repair or restoration to a safe condition any part of a nonconforming sign or sign structure, or a change of message or normal maintenance on a sign or sign structure.

4.6.110 Abandoned Signs

Any sign that is not structurally sound or no longer serves to inform or attract attention of the public, including illegible signs and signs advertising or identifying abandoned uses, shall be considered abandoned and its removal required. The owner of an abandoned sign shall be responsible for the removal of the sign within sixty (60) days of the adoption of this Ordinance or within sixty (60) days termination of the use advertised by the sign.

4.6.120 Temporary Signs

The Zoning Administrator may approve temporary signs to be erected for not more than thirty (30) days to advertise non-commercial special events, and short-term activities. Short-term sales promotions for private businesses are not eligible for temporary signs under this provision. Temporary signs shall not exceed sixteen (16) square feet in sign area except banners that span a street may not exceed ninety-six (96) square feet in sign area. Temporary real estate signs of greater than six (6) square feet, but not more than thirty-two (32) square feet, may be approved by the Zoning Administrator for tracts of land greater than two (2) acres for up to six (6) months and is subject to renewal. Temporary real estate signage does not count towards an advertising package.

RESOLUTION No. 3636
A RESOLUTION OF THE CITY COUNCIL OF RED LODGE, MONTANA
TO ADOPT THE CITY OF RED LODGE ENERGY CONSERVATION PLAN

WHEREAS, the City of Red Lodge and the National Center for Appropriate Technology Energy Corps Americorps Program have had an agreement from 2015-2018 for the development of City related energy conservation projects and programs utilizing a Montana Energy Corps Member/City Sustainability Coordinator; and

WHEREAS, Red Lodge City Council passed and approved Resolution 3498 on October 23, 2018, adopting the City of Red Lodge Energy Conservation Plan; and

WHEREAS, the draft update of the Energy Conservation Plan was presented to the Council Public Works Committee on September 26 and October 10, 2023 for discussion; and

WHEREAS, the updated Energy Conservation Plan was brought before the full Council on October 24 2023 for discussion; and

WHEREAS, the adoption of the City of Red Lodge Energy Conservation Plan will provide opportunities for the programs, policies, and projects to be implemented, resulting in further reductions in greenhouse gas emissions and cost savings for the City.

NOW THEREFORE BE IT RESOLVED by the Red Lodge City Council:

1. That the City Council adopts the updated City of Red Lodge Energy Conservation Plan, referenced as Exhibit A.
2. That implementation of the City of Red Lodge Energy Conservation Plan shall be conducted by the Red Lodge City Council and Sustainability Board whose composition shall be determined by the Council
3. That the City of Red Lodge Energy Conservation Plan be considered for inclusion in the Growth Policy when the Growth Policy process is opened for update and modification

INTRODUCED at a Regular meeting of the City Council on October 24, 2023.

PASSED AND APPROVED BY THE RED LODGE CITY COUNCIL on this 14th Day of November, 2023

City of Red Lodge:

Attest:

Kristen Cogswell, Mayor

Loni Hanson, City Clerk

ORDINANCE No. 966

AN ORDINANCE OF THE CITY OF RED LODGE, MONTANA, ESTABLISHING THE RED LODGE AIRPORT BOUNDARY

WHEREAS, The City of Red Lodge has determined that a formal Boundary of the Red Lodge Airport has not been previously established; and

WHEREAS, The City of Red Lodge has determined that a formal Boundary of the Red Lodge Airport is necessary and proper in order to maintain and operate said Airport.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RED LODGE, MONTANA, AS FOLLOWS:

1. The Red Lodge Airport boundary is hereby established by a Survey that shall be prepared by a licensed survey company and shall thereafter be recorded at the Carbon County Clerk and Recorder.
2. Said Survey shall consist of the outside boundary of the Airport and will be the formal Boundary of the Red Lodge Airport.
3. Said Survey shall generally follow the attached map. The Survey to be prepared hereafter is incorporated herein by reference and shall be the formal boundary of the Red Lodge Airport.
4. In the case of a conflict between the attached map and the final Survey, the final Survey that is recorded at the Carbon County Clerk and Recorder shall control.

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

First Reading by the Council on the _____ day of November, 2023.

Second Reading by the Council on the _____ day of November, 2023.

PASSED and APPROVED this _____ day of November, 2023.

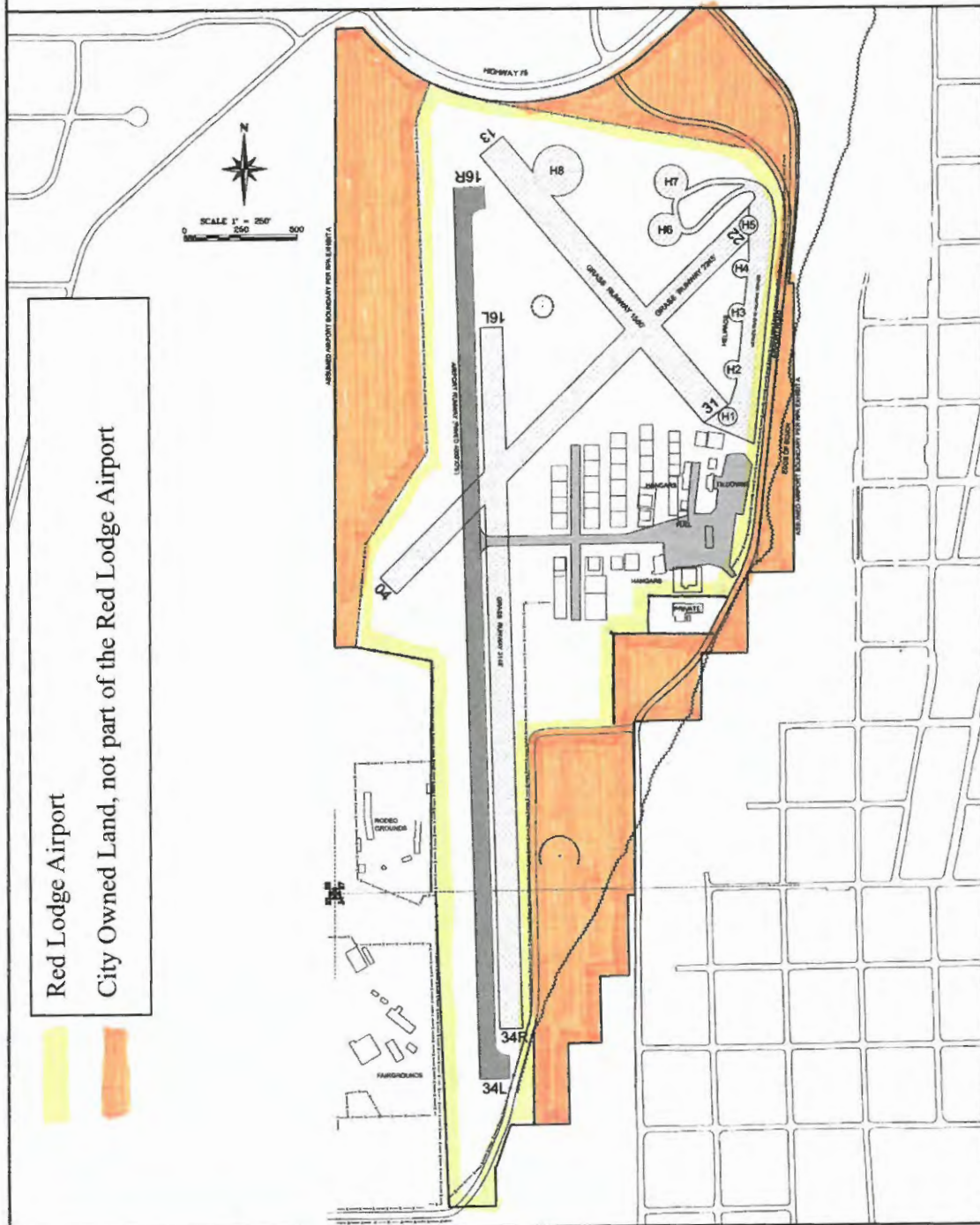
Mayor

ATTEST:

City Clerk

AS BUILT MAP OF RED LODGE AIRPORT
LYING IN E1/2 OF SECTION 27 AND THE NW1/4 OF SECTION 34, T.7S., R.20E., P.M.M.,
CARBON COUNTY, MONTANA

PREPARED BY: RED LODGE SURVEYING LLC
DURING: MARCH OF 2023



RESOLUTION NO. 3637

**A RESOLUTION OF THE RED LODGE CITY COUNCIL TO
APPROVE THE ATTACHED JOINT AIRPORT BOARD AGREEMENT**

WHEREAS, the City of Red Lodge, Montana, the Town of Bridger, Montana, and the County of Carbon, Montana, have discussed the establishment of a joint City-County airport board (Joint Board) for the management of the existing airports located within the bounds of the City of Red Lodge and the Town of Bridger, through a Joint Airport Board Agreement; and

WHEREAS, such joint arrangement seems the most desirable means for furnishing airport service to the Municipalities and the County; and

WHEREAS, such an arrangement is authorized by Part 2, Chapter 10, Title 67, Montana Code Annotated.

NOW, THEREFORE, BE IT RESOLVED THAT, the City hereby approves the attached Joint Airport Board Agreement, and hereby agrees that the City shall be bound thereby.

PASSED and APPROVED by the Red Lodge City Council the ____ day of
_____ 2023.

For the City of Red Lodge, Montana:

Kristen Cogswell, Mayor

Attest:

Loni Hanson, City Clerk

JOINT AIRPORT BOARD AGREEMENT

WHEREAS, the City of Red Lodge, Montana and the Town of Bridger, Montana, hereinafter jointly referred to as "Municipalities," and the County of Carbon, Montana, hereinafter referred to as "County," have agreed to the establishment of a joint City-County airport board ("Joint Board") for the management of the existing airports located within the bounds of the City of Red Lodge and the Town of Bridger ("Airports") via this Joint Airport Board Agreement ("Agreement"); and

WHEREAS, such joint arrangement seems the most desirable means for furnishing airport service to the Municipalities and County; and

WHEREAS, such an arrangement is authorized by Part 2, Chapter 10, Title 67, Montana Code Annotated; and

WHEREAS, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

The above recitals are incorporated into the terms of this Agreement.

1. The Municipalities and County agree each with the other to jointly participate as hereinafter provided in the maintenance, operation, and improvement of the airports hereinafter described.
2. CONTRIBUTIONS TO EXPENSES. The Municipalities and County shall levy and contribute equal mills for payment of the expenses of construction, improvement, equipment, maintenance, and the operation of such airport.
3. JOINT AIRPORT BOARD. The Joint Board shall consist of six members as follows: Two members appointed by the Red Lodge City Council; two members appointed by the Bridger City Council; and two members appointed by the Board of County Commissioners of the County. The appointed members shall serve for terms of three years. Both original and successive appointees shall serve until their successors are appointed and qualified. Vacancies shall be filled for the unexpired portion of the term by the appropriate appointing body. Members shall serve without compensation. The Joint Board shall choose one of its members as chairman and shall select a secretary who may or may not be a member.

All meetings of the Joint Board shall be conducted in accordance with Roberts Rules of Order or other generally accepted parliamentary procedure rules and will be held at the Airport.

All meetings of the Joint Board shall comply with Montana's Open Meeting Law as required by MCA 2-3- 201, et. seq.

4. POWERS OF THE BOARD. The Joint Board, except as hereinafter provided, shall be solely responsible for operating the Airports, and related thereto shall have the power and authority to plan, acquire, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect, and police the Airports subject to this Agreement. The Joint Board may exercise on behalf of the County and Municipalities all the powers of each granted by Chapter 10, Title 67, Montana Code Annotated, and all other applicable laws, both state and federal, except as otherwise provided in this Agreement. Rules and regulations may be proposed by the Joint Board but shall be enacted only by the Municipalities and County as provided by Montana Code. No real property and no airport, other air navigation facility, or air protection privilege acquired under this Agreement shall be disposed of by the Board by sale, lease or otherwise except by authority of both the Municipalities and County. However, the Joint Board may only lease space, area or improvements, grant concessions on airports for aeronautical purposes, and build and construct facilities, pursuant to the Master Plan, subject to the provisions of Section 67-10-205, Montana Code Annotated.

Deleted: within the surveyed area on Exhibit E

The forms of hangar lease agreement for the Municipalities are attached hereto as Exhibit A and shall be used without modification by the Joint Board, and as modified by the applicable Municipality whose real property is burdened by such lease. All Leases and Lessees shall obey all FAA regulations.

5. REAL PROPERTY. The Municipalities are presently the owners of the real property as defined in Exhibits B and C, attached hereto, which said real property, together with all improvements erected thereon, presently constitute the Airports which are the subject of this Agreement. All such real property and improvements shall be under the supervision and control of the Joint Board in accordance with the terms of this Agreement. In the event of termination, each Municipality will remain the respective owners of their real property and improvements. No real property, airport, restricted landing area or air protection privilege shall be acquired, and no condemnation proceedings shall be instituted, except after authority to do so has been granted in each individual case by the Municipalities and County. Condemnation proceedings shall be instituted in the names of the Municipalities and County jointly. Real property acquired under this Agreement shall be held by the Municipalities and County as tenants in common. The Municipalities and the County shall own respective interests in any property acquired hereunder based upon each party's actual contribution toward the cost thereof.
6. BUDGET. The Joint Board shall, each year prior to September 1, prepare a budget for the ensuing fiscal year and shall set forth the following:
- A. Estimated revenues, divided as follows:
 - 1. Federal and state grants;
 - 2. Contributions from Municipalities;
 - 3. Contributions from County;
 - 4. Earnings from concessions, leases and charges made for the use of airport facilities; and
 - 5. Miscellaneous revenues.

B. Estimated expenditures, divided as follows:

1. Personnel services;
2. Services other than personnel;
3. Supplies and materials;
4. Equipment;
5. Real estate and improvements;
6. Debt service; and
7. Miscellaneous expenditures.

Such budget shall be submitted not later than October 1 to the Municipalities and the County. The budget shall be for the information of the Municipalities and County to assist in their financial planning and action by the Municipalities and County. The final decisions of the Municipalities and County as to the requested contributions shall be reported back to the Joint Board which shall adjust the budget, if necessary. If either the Municipalities or the County fixes its contribution at less than the amount requested by the Joint Board, the contribution of the other shall be decreased proportionately, unless the latter shall decide to pay a larger portion of the total contribution than is required by the Agreement. The expenditure allowances as so finally adjusted and approved shall control the year's spending program, except that excess revenues received may be spent upon the approval of the Joint Board. The Joint Board shall not itself levy taxes or borrow money, and it shall not approve claims or incur any obligations for expenditure, unless there is unencumbered cash to the credit of the Joint Board with which to pay the same.

7. FINANCES. For the purpose of providing the Joint Board with monies for the necessary expenditures in carrying out the provisions of this Agreement, a fund shall be created and maintained into which shall be deposited the share of each of the constituent public agencies as provided by the joint agreement. Each of the constituent public agencies shall provide its share of the fund from sources available to each. Any federal, state, or other contributions or loans, and the revenues obtained from the joint ownership, control and operations of any airport or air navigation facility under the jurisdiction of the Joint Board shall be paid into the joint fund. Disbursements from such fund shall be made by order of the Joint Board, subject to the limitations of law and the provisions of this Agreement.
8. REPORTS. The Joint Board shall, as soon as practicable after the end of each fiscal year, prepare and present to the Municipalities and County a summary of actual revenue, expenses, leases signed, and a copy of all of the minutes of the Joint Board. The Joint Board shall also prepare and present to federal and state officials such reports as may be required by law, regulation or contract.
9. TERMINATION. This Agreement shall be in full force and effect for the term of five years, and shall terminate at that time if a party provides written notice to the other parties at least one hundred and twenty (120) days prior to the expiration of Termination by the Municipalities may only be accomplished via resolution, after notice, of a terminating City's council. Termination by the County may only be accomplished via a majority vote,

Deleted: a majority vote

after notice, of the Board of County Commissioners. Notwithstanding termination, the powers of the Joint Board under this Agreement shall continue to the extent reasonably necessary to maintain and operate the Airports until the final disposition and distribution under paragraph 10 is accomplished.

10. DISPOSITION Q AFTER TERMINATION. As soon as practicable after termination of this Agreement, the Municipalities and County shall reach an agreement regarding the disposal and distribution of all airport property acquired under the Agreement, as well as surplus funds, in any manner they shall then agree upon. If no agreement as to disposition and distribution is reached within three months after termination of this Agreement, the existing Joint Board shall constitute an advisory board to the Municipalities and the County as to the disposition and distribution of airport property. The Joint Board shall, as soon as possible, prepare and recommend to the Municipalities and County a complete plan for the disposition and distribution of all personal property, and funds acquired under this Agreement, and such plan shall provide for the continuation of the use of the property as a public airport, if practicable. After notice of termination of this Agreement, and in the absence of another arrangement mutually agreed upon, after available Airport Board funds have been utilized, each party shall assume the payment of debts and liabilities incurred by the Joint Board in the same proportion as it is required to contribute to the expenses thereof under paragraph 2. To the extent the parties cannot reach an agreement as to disposition and distribution, the parties shall follow the procedures in Paragraph 11 below.

Deleted: personal

Deleted: personal

11. DISPUTE RESOLUTION. The Parties agree that the laws of the State of Montana govern this Agreement. The Parties agree that venue for any litigation brought under or regarding the terms of this Agreement shall be the Montana Twenty Second Judicial District Court, Carbon County, Montana. If a dispute arises between the parties and either another party or the Joint Board under or regarding the terms of this Agreement, the Parties, through a representative(s) with authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than twenty business days after a party provides written notice to the other parties of a claimed dispute. If negotiations fail, the Parties may unanimously agree to utilize a third-party mediator to negotiate any dispute, in which circumstance the parties shall equally share the costs of the mediator, or any other cost share the parties may agree to, or alternatively a party may institute litigation.

12. ENFORCEMENT. Specific performance of the provisions of this Agreement may be enforced against either party by the other party.

13. AMENDMENTS. This Agreement may be amended in any particular by following the procedure used for the adoption of the Agreement.

IN WITNESS, WHEREOF, the City of Red Lodge and the Town of Bridger have caused this Agreement to be signed by its Mayor and Clerk and sealed with the seal of the City, and the County of Carbon has caused this Agreement to be signed by the Chairman of the Board of

County Commissioners and the County Clerk and Recorder and sealed with the official seal of the County.

DATED this ____ day of _____, 20__

CITY OF RED LODGE

By MAYOR _____

By CLERK _____

TOWN OF BRIDGER

By MAYOR _____

By CLERK _____

COUNTY OF CARBON

By BOARD OF COMMISSIONERS _____

By CLERK AND RECORDER _____

EXHIBIT A

LEASE

This Lease, made and entered into this ____ day of _____, ____ by and between the Carbon County Joint Airport Board ("Board"), a duly qualified and acting board in the County of Carbon, State of Montana, herein referred to as "Lessor" and _____, herein referred to as "Lessee",

For good consideration, the parties agree as follows:

PREMISES

Lessor hereby leases to the Lessee premises described as follows:

Airport hangar site number ____, containing _____ sq. ft. of encumbered area, located on the _____ Airport, owned by the _____, and administrated by the Board.

RENTS

Lessee agrees to pay an annual rent for the above described premises at the rate of \$.0.10 per square foot of encumbered area. Total annual rent is \$_____. Rent shall be due and payable in advance on January 1 of each year. Leases entered into at a date other than January 1, shall be pro-rated for that year and remainder of payments shall be due January 1 thereafter.

The lease rate may be reviewed annually by the Board during their regularly scheduled budget meeting. The rate may be adjusted, at the sole discretion of the Board, based on the Western Consumer Price Index, surveys, and local factors.

REPRESENTATION AND WARRANTIES

Lessee accepts the premises "as is". No representation, statement or warranty, expressed or implied, has been made by or on behalf of Lessor as to the condition of the premises. In no event shall Lessor be liable for any defect in the premises or for any limitation on its use. Lessee accepts the premises without recourse to Lessor as to the title thereto.

TERMS

Notwithstanding the date of execution of this agreement, the term of this lease shall be TWENTY years, commencing the FIRST day of January, _____, and ending on the THIRTY-FIRST day of December, _____, both dates inclusive, unless sooner renewed or terminated as herein provided.

TERMINATION

Subject to the option to renew provision hereinafter set forth, at the expiration of the lease or any extension or renewal thereof, Lessee shall peaceably surrender the premises to Lessor, and Lessee shall remove all of its property therefrom as herein after provided. If Lessee remains in possession of the premises after the expiration of either the original term or any extended term, such possession shall be as a month to

month tenancy, rent shall be payable at the same rate as that in effect during the last year of the preceding term divided by twelve (12), and the provisions of this lease shall be applicable.

OPTION TO RENEW

Lessee shall have the right to renew this lease for like terms of Twenty years provided, however, that he shall first give written notice of such intention to each renewal at least thirty (30) days prior to the expiration hereof.

POSSESSION

Lessee shall be entitled to possession of the premises commencing _____/____/____.

USE OF PREMISES

Lessee shall use the premises for the purpose of aircraft storage, maintenance and activities related thereto, permission must be obtained from the Board for any other use. Lessee shall not use or knowingly permit any part of the premises to be used for any unlawful purpose.

It is agreed by and between the parties hereto that the Lessee shall have the right to use the landing areas, runways, taxiways, parking areas, navigation site and terminal facilities of the said Board, issued pursuant thereto, and shall have a general use of all public airport facilities and improvements which are now or may during the term of this lease be developed by the Board.

SNOW REMOVAL

Lessee agrees that snow removal from Lessee's hangar to the taxiway, if Lessee desires the same, shall be performed at Lessee's expense with such assistance from the Lessor, in its sole discretion, as personnel, equipment and time permit. A snow removal fee, not to exceed \$30.00 per year, may be assessed for clearing the common taxi and ramp areas.

COMPLIANCE WITH LAW

Lessee, at its sole expense, shall comply with all laws, orders, ordinances and regulations of Federal, State and local authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the premises. Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions and Lessor, where necessary, will join with Lessee in applying for all such permits or licenses.

INSPECTION OF PREMISES

The Lessor, through its designated representatives, shall have access to the leased premises, including the hangar building of the Lessee, at reasonable hours and with due notice first being given, for the purpose of examining and inspecting said premises for such purposes as are necessary or incidental to the performance of its obligations under this lease or in the exercise of its governmental or airport functions

UTILITIES

Lessee shall contract for, in its own name, and pay all charges for, all utility services including gas, electricity, heat, power, water and telephone service used, rendered or supplied upon or in connection with

Lessee's occupation or use of the premises, and shall indemnify Lessor against any liability or damages on such account. Except when due to the negligence of Lessor, Lessor shall not be liable for any failure of utilities upon the premises, for injury to persons or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the premises, or from any pipes, appliances or plumbing works from any place: or for interference with any easement, however caused.

DEFAULT

If the Lessee shall fail in the performance of any covenant of condition herein for more than 20 days after written notice of such failure to Lessee or Lessee's successors or assigns, than at Lessor's election, this lease shall become null and void and Lessor shall have the right to re-enter and take full and absolute possession of the premise and to retain all rental payments as liquidated damages without any obligation to repay the same or any part thereof to the Lessee, subject, however, to the right of the Lessee to remove his property therefrom and hereinafter set forth.

NON-WAIVER OF BREACH

Any waiver by Lessor of a breach of this lease shall not be construed as a waiver of any subsequent breach.

ALTERATIONS AND IMPROVEMENTS

Any alteration, addition, or improvement, including buildings or other structures, made by the Lessee and any fixtures installed as part thereof except trade fixtures, shall at Lessor's option become the property of Lessor upon the expiration or other sooner termination of this lease; provided however that Lessee shall have the right to remove such fixtures, alterations, additions, or other improvements at Lessee's expense upon termination of this lease, all as hereinafter provided.

LESSOR'S RIGHT TO REMOVE IMPROVEMENTS

Upon expiration of this lease, whether by forfeiture or otherwise, Lessee shall have the right to remove all improvements placed upon said premises within ninety days (weather permitting) provided that such removal shall leave said premises in at least as good a condition as the same are now in. It is further agreed that if the Lessor, it's successors and assigns, should at any time sell said premises, or the facility should cease to operate as an approved airport, Lessee shall enjoy a pre-emptive right to purchase the lease premises, but this provision is entered into without representation by the Lessor of its authority or power to affect such sale.

SEPTIC AND SEWER

It is understood by both parties of this agreement that there shall be no septic or sewer systems introduced into this location. These systems include such things as drain field and holding tanks. Sewer systems will be allowed on an individual basis when city sewer system becomes available.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign, mortgage, or encumber this lease, not sublet or permit premises or any part thereof to be used by others without the prior written consent of Lessor, which consent shall not be reasonably withheld. If, without consent, this lease is assigned, or if the premises or any part thereof is sublet, or occupied by anybody other than the Lessee, Lessor may at its election, collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent due. No such assignment, subletting, occupancy or collections shall be deemed a waiver of this covenant or the acceptance of the

assignee, subtenant or by the Lessee of the covenants in this lease. The consent by Lessor to an assignment or subletting shall not be construed to relieve Lessee from obtaining the consent in writing of Lessor to any further assignment or subletting, nor shall the Lessee be relieved from the rental obligations imposed upon him hereunder.

NON-LIABILITY OF LESSOR

Lessor shall not be liable for injury or damage to persons or property occurring within or upon the lease premises unless caused by or resulting from the negligence of Lessor or Lessor's agents, servants, or employees in the operation or maintenance of the premises.

INDEMNIFICATION

Lessee shall indemnify Lessor against all liabilities, expenses and losses incurred by Lessor as a result of failure by Lessee to perform any covenant required to be performed by Lessee hereunder, and accident, injury or damage which shall happen in or about the premises or appurtenance, or on adjoining roadways or sidewalks or resulting from the condition, maintenance or operation of the premises; failure to comply with any requirements of any governmental authority; and any mechanic's lien, or security agreement, filed against the premises as a result of Lessee's action. Lessee's liability for indemnification under this section shall be reduced by the amount of any insurance coverage for such liability.

REPAIR AND MAINTENANCE

Lessee shall not cause or permit any waste or damage to the premises. Lessee shall during the term of this lease and any renewal or extension thereof, at its sole expense, keep the premises as now constituted as well as all improvements, alterations and additions made thereto, in good repair and safe condition.

NOTICE

Any notice under this lease must be in writing and must be sent by registered or certified mail, return receipt requested, to the addresses provided by the parties as follows:

Lessor: Carbon County Joint Airport Board
P. O. Box 868
Red Lodge, MT 59068

Lessee: _____

Notice by registered or certified mail, shall be given by either party to the other party of change of address for purpose of this section.

Either party may from time to time designate by notice give to the other by registered or certified mail a change of address for purposes of this section. Any notice shall be deemed to have been given at the time it is duly deposited in any United States Post Office.

SEVERABILITY

If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

COST AND ATTORNEY FEES

It is agreed that in any litigation arising out of this agreement that the prevailing party shall be entitled to recover from the other party, in addition to the cost and disbursements allowed by statute, a reasonable attorney's fee as fixed by the court.

BINDING EFFECT

This lease shall inure to the benefit of, and shall be binding upon the personal representatives, successors, heirs and assigns of the parties.

IN WITNESS THEREOF, the parties have read, considered and signed this lease on the date indicated.

Carbon County Joint Airport Board

Date _____

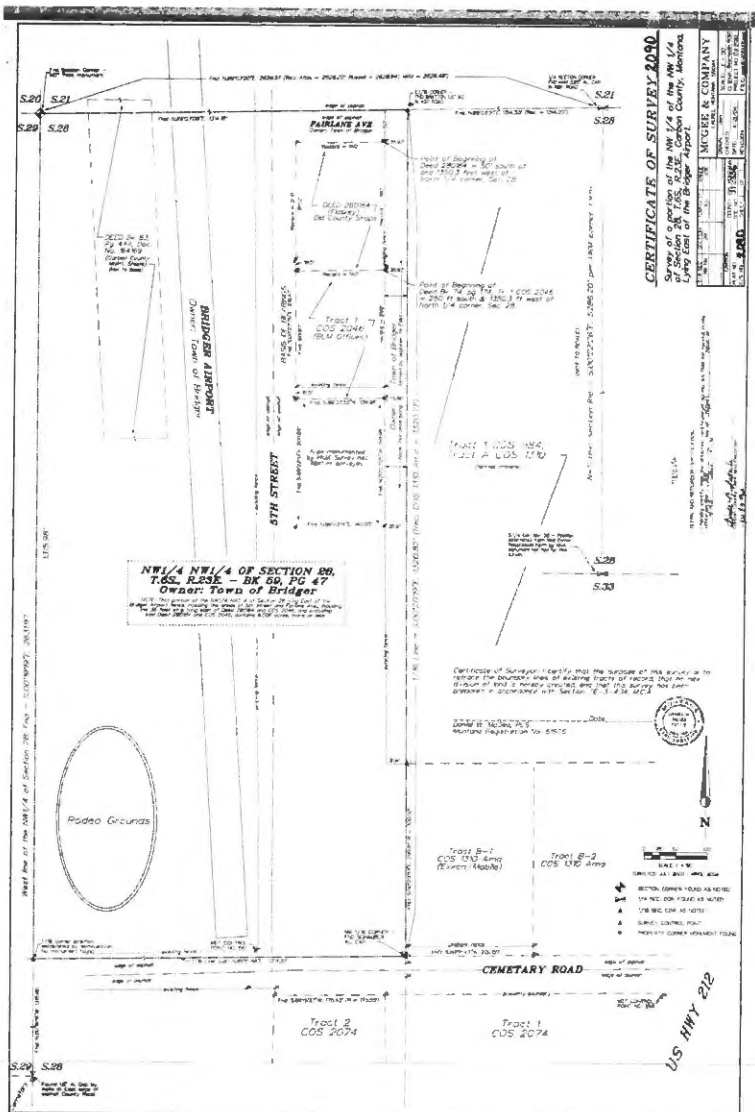
Lessee

Date _____

EXHIBIT B

[Insert legal description for all property subject to Red Lodge Airport]

EXHIBIT C





DOWNTOWN REVITALIZATION PLAN

COMMUNITY SURVEY

The City of Red Lodge is updating the
Downtown Plan and is seeking input!

The Downtown Plan, previously known as the 1986 Revitalization Plan, charts the future of downtown Red Lodge, preserving its role as the town's core for retail, services, governmental, social, and cultural heart of Red Lodge. A recent Montana Main Street (MMS) grant will enable the creation of an actionable and community-driven plan that reflects the present, spots opportunities for improvement, and envisions the future.

THINGS WE ASK ABOUT:

- ▲ How long have you been a resident?
- ▲ What would you improve about downtown Red Lodge?
- ▲ What is your mode of transportation within the City?

THINGS TO KNOW:

- ▲ The survey will take less than 5 minutes.
- ▲ Your answers will be private and anonymous.
- ▲ Your answers will help us improve the downtown area.

You can also pick up a hardcopy version at the City of Red Lodge
1 S Platt Ave, Red Lodge, MT

For more information on this survey and the update of The Downtown Plan and Growth Policy contact Courtney Long, Planning Director at (406) 446-1606 ext. 118 or via email at clong@cityofredlodge.com

The survey will be available
until Thursday, Nov. 30, 2023



SCAN THE QR CODE
TO TAKE SURVEY ONLINE.

<https://www.surveymonkey.com/r/YKKSJG>



Clerks Report

Oct-23 Function	1000 General	5210 Water	5310 Sewer	2100 Resort Tax	2394 Building	2820 Gas Tax	2220 LIBRARY	5410 Solid Waste	2520 STORM	TOTAL
GENERAL										
TAXES FROM COUNTY	\$ 19,326.42									\$ 19,326.42
SALE OF SUPPLIES	\$ 15.00									\$ 15.00
ANIMAL CONTROL (DOG TAGS)	\$ 40.00									\$ 40.00
FINES AND FORFEITURES	\$ 3,510.00									\$ 3,510.00
GAMBLING-VIDEO	\$ 6,200.00									\$ 6,200.00
OIL AND GAS	\$ 1,236.50									\$ 1,236.50
GAMBLING-LIVE	\$ 700.00									\$ 700.00
BUSINESS LICENSE	\$ 6,750.00									\$ 6,750.00
LIBRARY COLLECTIONS	\$ 115.00									\$ 115.00
LIBRARY FROM THE COUNTY	\$ -									\$ -
LIBRARY FROM THE STATE	\$ -									\$ -
LAW ENFORCEMENT (CATERING PERMITS)	\$ 35.00									\$ 35.00
STREET CLOSURE	\$ -									\$ -
PLANNING	\$ -									\$ -
ENTITLEMENT SHARE	\$ -									\$ -
LAW ENFORCEMENT ENTITLEMENT SHARE	\$ -									\$ -
COMP INS ENTITLEMENT SHARE	\$ -									\$ -
PERS ENTITLEMENT SHARE	\$ -									\$ -
VICTIM SURCHARGE	\$ 170.00									\$ 170.00
SURCHARGES	\$ 90.00									\$ 90.00
DONATIONS AND CONTRIBUTIONS	\$ -									\$ -
INTEREST	\$ 4,879.90									\$ 4,879.90
ARPA FUNDS	\$ -									\$ -
DISASTER RELIEF FROM THE STATE	\$ 500.00									\$ 500.00
CDBG INTEREST	\$ 346.91									\$ 346.91
WATER										
DEPOSITS		\$ 500.00								\$ 500.00
WATER COLLECTIONS		\$ 141,682.19								\$ 141,682.19
CURBSTOP FEES		\$ 3,429.04								\$ 3,429.04
PENALTIES		\$ 2,228.67								\$ 2,228.67
MISC (ON/OFF FEES, LABOR, & METER SUPPLIES)		\$ 3,384.71								\$ 3,384.71
WATER INTEREST		\$ 4,506.10								\$ 4,506.10
WATER IMPACT FEES		\$ 9,030.00								\$ 9,030.00
WATER ADMIN FEES		\$ 555.00								\$ 555.00
UTILITY FROM TAXES		\$ -								\$ -
RENTS AND LEASES		\$ -								\$ -
MISC WATER REVENUE		\$ -								\$ -
SEWER										
SEWER COLLECTIONS			\$ 123,187.96							\$ 123,187.96
SEWER IMPACT FEES			\$ 12,750.00							\$ 12,750.00
SEWER ADMIN FEES			\$ 700.00							\$ 700.00
SEWER INTEREST			\$ 7,569.86							\$ 7,569.86
RENTS AND LEASES			\$ -							\$ -
UTILITY FROM TAXES			\$ 212.14							\$ 212.14
RESORT TAX										
3% RESORT TAX COLLECTIONS				\$ 517,575.28						\$ 517,575.28
RESORT TAX BONDS				\$ 4,000.00						\$ 4,000.00
INTEREST				\$ 1,209.02						\$ 1,209.02
POOL FEES				\$ -						\$ -
URBAN FORESTRY				\$ -						\$ -
BUILDING										
BUILDING PERMITS					\$ 12,389.00					\$ 12,389.00
BUILDING-SALE OF SUPPLIES					\$ -					\$ -
GAS TAX										
GAS TAX APPORTIONMENT						\$ 14,919.08				\$ 14,919.08
SPECIAL GAS TAX ALLOCATION						\$ -				\$ -
GAS TAX DUE FROM OTHER GOVERNMENTS						\$ -				\$ -
LIBRARY										
CONTRIBUTIONS AND DONATIONS							\$ 84.25			\$ 84.25
INTEREST							\$ 32.10			\$ 32.10
Solid Waste										
RECYCLING CENTER FEES								\$ 9,481.78		\$ 9,481.78
STORM WATER										
STORM UTILITY FROM COUNTY TAXES									\$ 63.88	\$ 63.88
STORM- FEDERAL FUNDS									\$ 696,136.21	\$ 696,136.21
1% RESORT TAX COLLECTIONS									\$ 172,525.09	\$ 172,525.09
TOTAL	\$ 43,914.73	\$ 165,315.71	\$ 144,419.96	\$ 522,784.30	\$ 12,389.00	\$ 14,919.08	\$ 116.35	\$ 9,481.78	\$ 868,725.18	\$ 1,782,066.09

Loni Hanson

From: Mary Cameron <mary.cameron1@gmail.com>
Sent: Monday, November 6, 2023 1:09 PM
To: jbbattlesward1@gmail.com; heatonward1@gmail.com; sdanielsward3@gmail.com; redlodgeward2@gmail.com; tdurbinWard2@gmail.com; ronningward3@gmail.com; Kristen Cogswell
Cc: Loni Hanson
Subject: STR Zoning Regs

Hello!

Thank you for your service to Red Lodge as elected Representatives. I'm writing to you today to ask that you vote no on the changes to the zoning regarding STRs in the city of Red Lodge.

I've been a renter in Red Lodge for many, many years. I've been in my current condo/apartment for about 14 years. My landlords own most of the long term rental units in this North Haggin neighborhood, at the development where I live and at another development just North of us on Haggin. This neighborhood is not in the URD, but is surrounded by it. My landlords have a history of investing in income properties, offering affordable housing and employing people to help them with the maintenance of their properties. John McCambell is in his mid 90's and Dixie is not far behind. They own and rent out 3 of the 9 units in this development. Current renters include a 911 dispatcher, a Beartooth Industries client, and me, who has worked for non-profits,(Beartooth Industries and the MHC) during all of my years in Red Lodge. If the Zoning change pushes the STRs out of some areas of town, and into the area where the bulk of the affordable long term rentals are, will John and Dixie's heirs be tempted by the opportunity to make more money with less expense by converting the long term rentals to STRs? Will current STR owners in the neighborhood increase their rates to all but eliminate the workforce they currently cater to in order to make more money with shorter stays by tourists? Jody Ronning was correct in her statements at the last meeting.

An observation I've made at this 9 unit development over 14 years is that the 2 units that function as STRs have provided affordable workforce housing for construction workers, traveling nurses, a young family building a home in the area and

a ranch hand. Two other units with out of town owners sit empty except for a few weekends a year when the owners come to conduct routine maintenance, or go skiing. The other two units in this development are owner occupied.

Please do not think that your role on City Council is to act as a Home Owners Association. Many areas of Red Lodge, including the development I live in and the Country Club Estates, to reference a couple, have HOAs. If these neighborhoods want to limit STRs, then they should hold those discussions with their membership. If other neighborhoods want to limit STRs, they have the option to form an HOA and implement those changes if their membership votes to do so.

Please vote no on the recommendation limiting STRs put forward by the Planning Board.

Thanks again for your service to Red Lodge,

Mary Cameron

720 Haggin Ave North, #7

Red Lodge, MT 59068

Ward 1

Loni Hanson

From: Jenn Battles <jbattlesward1@gmail.com>
Sent: Tuesday, October 31, 2023 3:40 PM
To: Loni Hanson
Subject: Fwd: Proposals before city council

Hi Loni -

I believe this is appropriate To include in correspondence.

I just received it and haven't replied yet, but I'll forward my response when I do.

Thank you!
Jenn

----- Forwarded message -----

From: Gregg-John O'Neil <greggoneil@yahoo.com>
Date: Tue, Oct 31, 2023, 3:33 PM
Subject: Proposals before city council
To: jennifer Battles city council ward 1 <jbattlesward1@gmail.com>

Hi Jenn,

I am writing to you as your neighbor, local homeowner and also landlord with two long term rentals plus Spruce Lodge on Airport Road which is a short term rental that sleeps 17 people.

I have followed the planning board meetings, short term rental task force meetings, and city council meetings with great interest and now concern. The STR resolution brought to vote last week but then

tabled until the next City Council meeting demonstrates a lack of understanding or perhaps disregard of the economic impact that such a measure will inflict on our community. Cash flow to short term rental owners will erode. The trickle down compounding result will wound

restaurants and retail store revenue. Their employees and subcontractors will then feel the impact which will then ripple through every aspect of our community: builders, plumbers, spa personnel, the bookstore.....

You've heard the voices from your constituency and I want to add to their outcry. With a diminished number of hotel rooms, Red Lodge needs short term rentals: a family of six from North Dakota does not want to get two rooms at the Pollard or the Alpine.

They want a home where they can gather in the living room and watch Dad grill on the patio or play ball with the family dog in a back yard. This is our demographic: families on budgets who can't afford to ski Big Sky but can stretch their budget to enjoy our town.

As a taxpayer who is about to write multiple property tax checks totaling over \$16,000 to Lori Lynne on Nov 30th I would like to let you know I disapprove of the proposed STR resolution.

Additionally I am puzzled by the mercurial decision to eliminate LED illuminated signs from real estate windows. Why are they being voted on together? Who thought that up? If nothing else, those windows are after dinner entertainment for the visitors to our town. They stroll down Broadway after dinner. They lick their ice cream cones and shop house prices. Why turn off the lights?

In the interest of brevity I'll stop. You've heard both sides of the controversy and now I ask you to side with reason. Instead of suppressing tourism and infringing on individual property rights, our city government needs to focus on positive issues. Let's get pro-business again. Lets

consider options for affordable housing.

If you've gotten this far in my letter I'd like to thank you for taking the time to consider my opinion.

Sincerely,

Gregg ONeil
311 Word Ave North
Box 2323
Red Lodge, MT
59068

406.425.3684

Loni Hanson

From: Kristen Cogswell
Sent: Friday, October 27, 2023 10:00 PM
To: Loni Hanson
Subject: Fw: Planning Board Process (For Agenda Packet)
Attachments: Zoning Districts Uses and Standards (2) Summary.xlsx; Letter to Mayor & Council Final.docx

From: Al Bloomer <atbloomer@hotmail.com>
Sent: Friday, October 27, 2023 8:20 PM
To: Kristen Cogswell <mayor@CITYOFREDLODGE.COM>; Terri Durbin <tada.durbin@gmail.com>; Jenn Battles <jbattlesward1@gmail.com>; Jody Ronning <ronningward3@gmail.com>; Kristin Lucky Keys Red Lodge Ward 2 City Council Representative <redlodgeward2@gmail.com>; Kelly Heaton <heatonward1@gmail.com>; shinta daniels <sdanielsward3@gmail.com>
Cc: JEFF DiBenedetto <jp_dibenedetto@msn.com>; Courtney Long <clong@CITYOFREDLODGE.COM>; Polly Richter <richterpaulette@yahoo.com>; Susan Foisy <susanfoisy@mac.com>; Theresa Whistler <theresawhistler@gmail.com>; Marie Olson <boydmotorsports@att.net>; Jenn Battles <jbattlesward1@gmail.com>
Subject: Planning Board Process

Madam Mayor & Alderwomen,

Following this past week's Council meeting and the discussion of Ordinance No. 957, Jeff and I wanted to write to you. In addition, we have attached a copy of the current Allowed Use Tables. Unfortunately, I was unable to attend this meeting. I teach an online class every Tuesday from October through mid-December. I received several messages from attendees and both Jeff and I have listened to the recording of the meeting.

Before sending this message, we copied the Mayor asking her permission to share it with the Council. A copy may be in your agenda packet for your next scheduled meeting.

I hope that soon we can have a joint meeting between the Council and the Planning Board. In the past 18 months, we have dealt with complex and sometimes volatile issues. I think it is important that there is an understanding of the process and the reasoning for our recommendations. Certainly, it is within your authority to disagree with our recommendation, but it is important that you respect our process and the basis behind our recommendations. In my memory only once has the planning board been split and the motion to recommend failed on a 3-3 vote. For the most part, when a recommendation comes to you it is a consensus decision.

Respectfully,

Al Bloomer, Chair
City Planning Board and Zoning Commission

Red Lodge Allowed Uses and Dimensional Standards by Zoning Districts

<https://www.osha.gov/data/sic-manual>

/helenamt/latest/helena_mt/0-0-0-4544

P= Principal; A=Accessory; C=Conditional, "- "= Prohibited, SP= Special Permit

*Short-term rentals on properties within boundaries of the Urban Renewal District shall be reviewed by the Planning Board and Zoning Commission under Conditional Use. See Section

ALLOWED USES	R-1	R-2	R-3	R-4*	C-1	C-2*	C-3-N*	C-3-S	C-4	P-1	P-2
RESIDENTIAL											
ADU/Guest House	A	A	A	A	A	A	A	A	A		
Building/Shed	A	A	A	A	A	A	A	A	A	A	A
Single Family	P	P	P	P	P	P	P	P	P		
2-Family/Duplex			P		P	P	P	P			
Multi-family >2 Units			C						P		
2-3 Family/Duplex-Triplex							P	P			
Multi-Family 2-4 Units				P							
Group Home	C	C	P	P	P	P	P	P	P		
Assisted Living (<= 8 persons)	P	P	P	P							
Assisted Living (>8 persons)	C	C	C	C							
Home Occupation	A	A	A	A	A	A	A	A	A		
Long-term Care Facility	C	C	C	C	P	P	P	P	P		
Multi-family >3 Units						X	X	X			
Multi-family >4 Units				X							
3 Family/Triplex					X						
Mobile/Manufactured Park							C				
Recreational Vehicle	-	-	-	-	-	-	-	-	-	-	-
LODGING											
Bed & Breakfast	C	C	C	C	P	P	P	P	P		
Short-Term Rental, 1 unit	A, P	A, P	A	A	A, P	A, P	A	A	A		
Short-term Rental, 2 units	-	-	A	A	C	C	C	A	A		
Short-Term Rental, 3-5 Units	-	-	-	C	C	C	C	A, C	A, C		
Hotel, Motel Lodging	-	-	-	-	C	-	P	P	P		
Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-
Camping/Glamping							-	-			
OFFICE/SERVICE											
Animal Services	-	-	-	-	C	C	C	C	C		
Art Gallery					P	P	P	P	P		
Personal Care Services											
Death Care Services											
Day Care, Family	P	P	P	P	P	P	P	P	P		
Day Care, Group Care	C	C	C		C	P	P	P	P		
Gov't Bldgs & Facilities				C	P	C	P	P	P	P	C
Professional Office		C	C	C	P	P	P	P	P		

[illegible]

INFRASTRUCTURE

Wireless Communication Facility	C											
Parking Garage										C		
Electric Vehicle Charging Stations												

MISCELLANEOUS USES

Airport											P	
Animals	C	C	C	C			C	C				
Gambling as a Primary Use										C		
Gambling as Tertiary Use							C	C				
Sexually Oriented Business										C		
Greenhouse												

TEMPORARY USES AND STRUCTURES

Farmers Market												
Mobile Advertising												
Mobile Food Vendors												
Seasonal Retail												
Vending Pushcarts/ Bike carts												

DIMENSIONAL STANDARDS		R-1	R-2	R-3	R-4	C-1	C-2	C-3-N	C-3-S	C-4	P-1	P-2
Lot Standard	Lot Area Min Sq. Ft	10,000	4,000	3,000	3,000	NA	NA	NA	NA	NA	NA	NA
	Lot Area Maximum Sq. Ft.	NA	8000*	8000*	8000*	NA	NA	NA	NA	NA	NA	NA
	Lot Frontage, Min Ft	75	50	50	50	NA	NA	NA	NA	NA	NA	NA
		*The Planning Board and Zoning Commission may approve through Conditional Use Permit review, a maximum lot size when the proposed use is in compliance with the Growth Policy or other City policies to accommodate higher density.										
Minimal Setbacks (ft)	Front	25 (4.3.64E)	25 (4.3.74-F)	15 (4.3.84-H)	10 (4.3.94-G)	20	10	10	10	5 (4.3.144-D)	10	10
	Side	10	6	6	6	6	6	10	10	0	6	6
	Rear (if not on Alley or Row)	10	10	5	5	10	10	10	10	0	5	5
	Rear (if on Alley or Row)	0	0	0	0	0	0	0	0	0	0	0
Building Standards	Height (ft)	30	30	30	40	30	35	40	35	45 (4.3.144-I)	35	35

R-1	Low Density Rural Residential Zoning District
R-2	Low Density Urban Residential Zoning District
R-3	Medium Density Urban Residential Zoning District
R-4	High Density Urban Residential District
C-1	Central Business Transition Zoning District
C-2	Commercial Mixed Use Zoning District
C-3-N	Community Entrance Zoning District - North
C-3-S	Community Entrance Zoning District - South
C-4	Central Business Zoning District
P-1	Public Use Zoning District 1
P-2	Public Use Zoning District 2



Planning Board & Zoning Commission

To: Honorable Mayor Kristen Cogswell
Members of the City Council
City of Red Lodge

October 27, 2023

Dear Mayor & Alderwomen,

We have heard from some attendees to the recent council meeting and listened to the recorded discussion on Ordinance No. 957. After reflection we feel the need to clarify the process and the research prior to recommending the amendments to the municipal code pertaining to land use. Perhaps we should consider a work session between the council and the planning board reviewing the role and purpose of the Planning Board. The 2022 Zoning Regulations provides for appropriately located areas for residential, nonresidential, and public uses that are consistent with the 2020 Growth Policy. The purpose of the Growth Policy is to provide guidance for public investment in infrastructure and land use decisions that determine the pattern and quality of future development. As growth and development occurs the growth policy guides citizens and the surrounding area in sustaining and enhancing the Red Lodge sense of place and spirit.

In December 2022 the Planning Board was presented with 9 recommendations from the Short-Term Advisory Committee. Resolution 3607 directed the Planning Board to review these recommendations, with input from the Land Use and Planning Committees. Our meetings were open to the public and we listened to citizens including property management professionals. We were asked to adopt the recommendations that fell within zoning regulations and where applicable update and modify the June 2022 Zoning Regulations (Section 4.4.22 – Specific Uses L. Short Term Rentals). Ordinance No. 957 is the result of this collective effort.

During council discussion, at least two council members implied that perhaps the Planning Board did not fully understand the issue. A member of the public quoted an unidentified source from the Planning Board stating she was given a wrong answer. These statements were unchallenged and certainly misleading, if not outright wrong. Other unchallenged and unsubstantiated statements included, “we were running STR Managers out of business” and if passed “there would be a 50% reduction in STRs in five years”. I recognize that the public can make unsubstantiated statements. It is up to the Council to recognize the validity or not. However, when an alderman is publicly critical of our process and understanding, I take exception. This planning board collectively has over 40 years of experience serving the city. With the guidance of our city planner, we are intimately familiar with the zoning regulations. The fundamental intent of zoning is to implement the goals set in the City's Growth Policy. If the council or the administration has issues with the Planning Board and our process, those concerns should be made directly and privately. A fundamental principal of leadership and motivation is that you endorse and compliment in public and criticize in private. When I hear that the council “really threw the planning board under the bus”, intended or not, is very troubling. We are appointed to serve the city by the Council. We serve at your discretion. As chair of the Planning

Board, we will defend and support our process. In recent months this Planning Board has dealt with some very complex and emotional issues. When debating and reviewing issues, we do not always agree, but once a decision or recommendation is made, we all stand behind it. The city charges us with a daunting task. We make recommendations based on research and consistent with our Growth Policy. The council may not agree, but they need to respect the process and the effort. This planning board listened to public comment from property managers, STR owners, and residents. We researched state codes and reviewed STR zoning issues in several communities. It should be noted that a Planning Board subcommittee on allowed uses consisted of 3 planning board members, a local realtor/property manager, and Courtney. This subcommittee met and based on research made Allowable Use Table recommendations to the full Planning Board.

Ordinance No. 957 has two basic parts amending Section 4.4.22 Specific Uses (L. Short Term Rentals:

1. Part One incorporates the recommendations from the Short-Term Rental, Land Use and Planning Committees. Notable changes/modifications to current regulations:
 - 29 consecutive nights define a STR
 - 30-minutes verbal response – 60 minutes on sight response as required
 - Meet regulations and codes of Red Lodge Fire Department
 - Noise restriction from 10 PM to 7 AM
 - Parking – work with neighbors – respect
2. Part Two added a section – Short Term Rentals as Principle and Accessory Use. This section under Lodging is based on review of the existing allowable uses for Residential and Commercial Zones (see attached table). We wanted to make sure that permitted, allowable, accessory, and conditional uses for STRs were consistent with current residential and commercial zoning.

The more difficult and controversial portion of our task was updating the City Allowed Use Table (attached). We ask that you review the existing **Residential** Allowed Uses (Green Highlight) and compare them to the proposed STR Allowed Use under the heading of **Lodging** (Blue Highlight).

Because the Council rarely deals with the details of zoning regulations, we attached the current Allowable Use Summary for your review. With all the issues before you, the council cannot be expected to have zoning details at their fingertips. They may not be familiar with the differences and intent of zoning districts and how they relate to each other. You have appointed a Planning Board – Zoning Commission to review and make recommendations. For instance, when reviewing the proposed Lodging allowable use table, 1-unit STRs are allowed as either principal or accessory in all residential and commercial zones. STRs for 2 or more units are not allowed in R1 and R2 (low density residential). The reason being that under **Residential Zoning**, 2 or more dwelling units are not allowed in R1 or R2. (see the attached summary). Conditional uses portrayed in the proposed STR allowable use table simply followed allowable uses already in zoning for R1 and R2. Why would we allow a 2 - unit or 3-unit STR in R1 and R2? Current zoning does not allow duplexes or triplex dwelling units in those zones. There seemed to be some lack of understanding of the low-density intent of R1 and R2. In hindsight, we should have made a presentation with slides that showed the current approved allowable use tables and specifically the differences between the **Residential** zones and how there was linkage to the proposed **Lodging /STR Allowed Use** regarding not permitted, permitted and accessory use. I have asked Courtney to investigate the potential of a

combined work session with the council and planning board. Hopefully in that session we could come to an understanding and recognize the reasoning behind the proposed Lodging Allowed Use Table.

Finally, there was discussion regarding STR in the Urban Renewal District. We placed this under conditional use because we wanted to make sure any application did not impact our goal of providing long term or affordable housing projects. The Alpine Basin is the exception, they were approved prior to the Urban Renewal District and can have STRs. They are grandfathered under Ordinance No. 957 and that approval cannot be removed.

Kristen, after your review and approval we would like to send this to every council member. Once you read this, please let us know if that is possible. Further, Jeff, Courtney and Al would be happy to meet with you and council to review and discuss the issue. This is complex issue. We struggle with how do we balance allowed STRs with the objectives and goals of our Growth Policy and Zoning Regulations. The proposal before the council is not perfect, but it meets consensus and respects the needs and wishes of all parties. The proposal is not as strict and controlling as some of the similar communities we researched.

Respectfully,

Al Bloomer, Chair City Planning Board and Zoning Commission

Jeff DiBenedetto, Vice Chair

Cc: Courtney Long, City Planner

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Loni Hanson

From: Kristen Cogswell
Sent: Friday, October 27, 2023 12:02 PM
To: Loni Hanson
Subject: Fwd: Short Term Rentals ~ Caps and Fee's
Attachments: Telluride among first to consider easing short-term rental restriction.html

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From: Angie Hazelswart <angie3508@yahoo.com>
Sent: Friday, October 27, 2023 11:41:14 AM
To: Courtney Long <clong@CITYOFREDLODGE.COM>; Kristen Cogswell <mayor@CITYOFREDLODGE.COM>; Terri Durbin <tada.durbin@gmail.com>
Cc: Jenn Battles <jbattlesward1@gmail.com>; Jody Ronning <ronningward3@gmail.com>; Kelly Heaton <heatonward1@gmail.com>; Kristin Lucky Keys | Red Lodge Ward 2 City Council Representative <redlodgeward2@gmail.com>; Shinta <sdanielsward3@gmail.com>; Bill Bullock <bbullock@co.carbon.mt.us>; commissioners@co.carbon.mt.us <commissioners@co.carbon.mt.us>
Subject: Short Term Rentals ~ Caps and Fee's

Hello All:
City Planner
Mayor
Council Members
County Commissioners
and General Public

October 27, 2023

I would like to commend Sandy Conlee for her statements during the public comment segment of the City Council meeting on Oct 24. She brought up the points that some Colorado resort communities are considering dropping caps and focusing more on directing a percentage of the revenues from fees and taxing that were initiated (or may be implemented) on STR's, to programs to build affordable housing.

I agree that there could be some ideas here for the City of Red Lodge to consider.

(At this point I personally am in favor of retaining the cap in Red Lodge .. to be reviewed annually).

I have to chime in though ... I lived in Telluride for 25 years. I moved back here in June of 2021. I can honestly say that Telluride and Red Lodge are not "comparable".
(I could make a long, dramatic list of the differences here but I won't)

I do think that watching some of the challenges these larger resorts have faced and how they are dealing with them, can be useful to our City. Some of the same challenges are already here and some, with more growth may be heading our way. Probably on a much smaller scale, but impacts that will need to be addressed in any case.

Also what I thought I heard Sandy state was that it was the cap on STR's that may be causing a decline in tourist numbers in CO.

Not to diminish the fact the STR's are an economic driver ... I believe, especially after experiencing the shocking influx ... that the real decline in the past 2 years (in CO) has been people going back to their pre-pandemic lives.

In the 3 minute public comment period it would be hard to express the full picture.
Below I have attached a recent, interesting article from the Colorado Sun talking about a 2-year time-frame and what has been going on in CO mountain towns in regard to STR's.
also here is the link (you may have to cut and paste) in case the attachment doesn't work for you:

<https://coloradosun.com/2023/09/25/telluride-short-term-rental-cap/>

A quote from the article:

"John Stavney, the head of Northwest Colorado Council of Governments called the various short-term rental management strategies in the high country "a regional laboratory" in 2021."

Another quote from the article:

"Property owners also are fighting back on taxes and regulations as tourism economies and real estate markets settle down after community-shocking growth during the pandemic."

In my opinion this is something to be watched and learned from. Which it appears Sandy may also be doing.

The article goes on to explain some of the different policies Cities put in place and how that's working. It lists the amazing amounts of revenue they have collected for affordable housing programs. It mentions law suits in progress as well as resident support for what local governments are doing to address a situation that does have impacts on the communities.

As I stated above Red Lodge is a much smaller scale so I wouldn't expect the same amounts in fees or therefore revenues. But even a small amount could be significant here.

I have attended a few of the local Work-Force Housing Committee meetings that take place at The Red Lodge Area Community Foundation 1x a month. There has been some great strides to build affordable housing. There are plans in place for more.
Which a study shows is and will be needed.
One of the main huddles to over come in creating Work Force Housing here seems to be funding.

I would love to see the City and the County and perhaps other Stakeholders make a commitment to brainstorming and creating more affordable housing units in Red Lodge and our region. I believe it can't ... Can not ... be done by just one entity. It will need to be a group effort.

It would be beneficial for the community as a whole to create a funding stream(s) of some sort for work-force/affordable housing development.
Often once the ball gets rolling other possibilities materialize.
Making a true commitment is the first step.

Below I have attached the article from the Colorado Sun
if you would like to read some of the "experiments" of the "regional laboratory"
I found it quite comprehensive regarding what the Colorado Resort Town, STR situation is.
Good information to consider ... seems to be a work in progress.

Angie Hazelswart

Haggin Ave
Red Lodge, MT

Loni Hanson

From: DeNaye Kern
Sent: Tuesday, October 24, 2023 3:19 PM
To: Loni Hanson
Subject: FW: Correspondence

From: Pete Critelli <drifter2610@gmail.com>
Sent: Tuesday, October 24, 2023 3:03 PM
To: Sandy Conlee <mtconlees@gmail.com>; LEE STEVENS <stevele03@yahoo.com>; DeNaye Kern <deputyclerk@CITYOFREDLODGE.COM>
Subject: Re: Correspondence

A separate, complete, copy of a correspondence I sent this afternoon.
Pete

On Tue, Oct 24, 2023 at 2:58 PM Pete Critelli <drifter2610@gmail.com> wrote:

To the Council, and to DeNay, if this can be added to tonight's correspondence). You will have a first reading tonight on more government imposed restrictions, (short term rentals in the Urban Renewal District). This is a blatant example of those holding office, truly believing they know more than those they represent, and that they also know best for those they represent. You're being asked to legislate people's lives, their finances, and their future plans. If you think about that, several of you will, several will unfortunately gloss over it, that is irresponsible on the part of the individuals advocating these programs. First Urban Renewal, now restricting use of their deeded real property within Urban Renewal.

The only saving grace is that hopefully the damage done by this mayor can be repaired. And the mismanagement by several of you can be halted by more common sense council members.

I do not care to be terse in any communication. Nonetheless the mayor's abysmal governing, and the way several of you just nod your heads in agreement, at anything the mayor proposes, led me to be somewhat critical in this email.

Pete Critelli
Red Lodge

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
2019					
Bar/Rest	\$ 64,041.71	\$ 83,522.78	\$ 148,140.45	\$ 68,145.00	\$ 363,849.94
Liquor/Conv/Grocery	\$ 34,763.59	\$ 42,346.64	\$ 59,098.36	\$ 39,883.97	\$ 176,092.56
Short Term Rental	\$ 13,707.39	\$ 8,803.37	\$ 23,915.52	\$ 9,765.67	\$ 56,191.95
Hotel/Motel	\$ 24,333.96	\$ 31,071.55	\$ 78,598.80	\$ 18,399.91	\$ 152,404.22
Retail	\$ 15,385.15	\$ 24,514.58	\$ 53,211.53	\$ 22,142.98	\$ 115,254.24
Service/Equipment	\$ 749.09	\$ 852.95	\$ 2,234.73	\$ 550.86	\$ 4,387.63
TOTAL	\$ 152,980.89	\$ 191,111.87	\$ 365,199.39	\$ 158,888.39	\$ 868,180.54
2020					
Bar/Rest	\$ 62,053.97	\$ 66,403.73	\$ 194,991.03	\$ 83,642.33	\$ 407,091.06
Liquor/Conv/Grocery	\$ 38,337.66	\$ 50,938.60	\$ 95,128.77	\$ 67,290.65	\$ 251,695.68
Short Term Rental	\$ 12,627.54	\$ 9,934.15	\$ 40,893.14	\$ 22,232.57	\$ 85,687.40
Hotel/Motel	\$ 19,747.79	\$ 17,664.78	\$ 96,470.74	\$ 26,532.98	\$ 160,416.29
Retail	\$ 13,747.73	\$ 24,732.29	\$ 73,427.45	\$ 39,305.83	\$ 151,213.30
Service/Equipment	\$ 545.99	\$ 710.22	\$ 3,186.52	\$ 280.16	\$ 4,722.89
TOTAL	\$ 147,060.68	\$ 170,383.77	\$ 504,097.65	\$ 239,284.52	\$ 1,060,826.62
2021					
Bar/Rest	\$ 100,566.78	\$ 139,882.39	\$ 234,202.85	\$ 118,848.94	\$ 593,500.96
Liquor/Conv/Grocery	\$ 60,749.71	\$ 76,506.97	\$ 106,248.75	\$ 67,983.89	\$ 311,489.32
Short Term Rental	\$ 33,249.08	\$ 32,387.15	\$ 62,967.67	\$ 28,602.26	\$ 157,206.16
Hotel/Motel	\$ 38,785.05	\$ 67,902.50	\$ 133,897.90	\$ 38,433.01	\$ 279,018.46
Retail	\$ 33,028.77	\$ 63,072.25	\$ 107,828.13	\$ 50,702.75	\$ 254,631.90
Service/Equipment	\$ 454.54	\$ 2,509.17	\$ 5,404.20	\$ 771.56	\$ 9,139.47
TOTAL	\$ 266,833.93	\$ 382,260.43	\$ 650,549.50	\$ 305,342.41	\$ 1,604,986.27
2022					
Bar/Rest	\$ 113,984.66	\$ 146,361.87	\$ 227,963.41	\$ 138,650.13	\$ 626,960.07
Liquor/Conv/Grocery	\$ 61,533.62	\$ 70,319.31	\$ 95,583.99	\$ 70,817.62	\$ 298,254.54
Short Term Rental	\$ 45,806.21	\$ 30,438.86	\$ 49,593.57	\$ 25,940.77	\$ 151,779.41
Hotel/Motel	\$ 38,866.74	\$ 34,986.75	\$ 92,083.28	\$ 24,838.73	\$ 190,775.50
Retail	\$ 34,444.93	\$ 51,311.64	\$ 97,598.89	\$ 49,404.99	\$ 232,760.45
Service/Equipment	\$ 1,234.96	\$ 955.55	\$ 5,448.90	\$ 677.50	\$ 8,316.91
TOTAL	\$ 295,871.12	\$ 334,373.98	\$ 568,272.04	\$ 310,329.74	\$ 1,508,846.88
2023					
Bar/Rest	\$ 122,367.12	\$ 170,945.76	\$ 17,891.97	\$ -	\$ 311,204.85
Liquor/Conv/Grocery/D	\$ 78,856.02	\$ 95,782.53	\$ -	\$ -	\$ 174,638.55
Short Term Rental	\$ 31,287.87	\$ 26,093.16	\$ 43.84	\$ -	\$ 57,424.87
Hotel/Motel	\$ 24,719.11	\$ 58,209.25	\$ 54.80	\$ -	\$ 82,983.16
Retail	\$ 29,245.08	\$ 51,159.08	\$ 3,747.21	\$ -	\$ 84,151.37
Service/Equipment	\$ 496.58	\$ 1,198.90	\$ -	\$ -	\$ 1,695.48
TOTAL	\$ 286,971.78	\$ 403,388.68	\$ 21,737.82	\$ -	\$ 712,098.28

2023 Resort Tax TOTAL Collections Report

Updated

Sep-23

Q1	Jan-23	Feb-23	Mar-23	Reported Qtrly Only	TOTAL
Bar/Rest	\$ 29,891.05	\$ 31,766.85	\$ 35,870.77	\$ 24,838.45	\$ 122,367.12
Liquor/Conv/Grocery/Dis	\$ 14,075.81	\$ 14,707.26	\$ 16,295.48	\$ 33,777.47	\$ 78,856.02
Short Term Rental	\$ 4,350.82	\$ 5,602.11	\$ 7,673.39	\$ 13,661.55	\$ 31,287.87
Hotel/Motel	\$ 4,498.99	\$ 5,323.72	\$ 9,638.33	\$ 5,258.07	\$ 24,719.11
Retail	\$ 2,784.86	\$ 3,448.25	\$ 3,754.88	\$ 19,257.09	\$ 29,245.08
Service/Equipment	\$ 249.49	\$ 66.99	\$ 180.10		\$ 496.58
TOTAL	\$ 55,851.02	\$ 60,915.18	\$ 73,412.95	\$ 96,792.63	\$ 286,971.78
Q2	Apr-23	May-23	Jun-23	Reported Qtrly Only	TOTAL
Bar/Rest	\$ 32,379.38	\$ 38,599.12	\$ 60,347.48	\$ 39,619.78	\$ 170,945.76
Liquor/Conv/Grocery/Dis	\$ 14,638.31	\$ 15,950.83	\$ 21,156.07	\$ 44,037.32	\$ 95,782.53
Short Term Rental	\$ 2,870.45	\$ 3,052.01	\$ 9,907.53	\$ 10,263.17	\$ 26,093.16
Hotel/Motel	\$ 7,528.93	\$ 10,563.03	\$ 28,446.98	\$ 11,670.31	\$ 58,209.25
Retail	\$ 4,049.38	\$ 6,136.09	\$ 10,555.74	\$ 30,417.87	\$ 51,159.08
Service/Equipment	\$ 73.20	\$ 179.41	\$ 714.29	\$ 232.00	\$ 1,198.90
TOTAL	\$ 61,539.65	\$ 74,480.49	\$ 131,128.09	\$ 136,240.45	\$ 403,388.68
Q3	Jul-23	Aug-23	Sep-23	Reported Qtrly Only	TOTAL
Bar/Rest	\$ 11,930.42	\$ 5,961.55	\$ -	\$ -	\$ 17,891.97
Liquor/Conv/Grocery/Dis	\$ -	\$ -	\$ -	\$ -	\$ -
Short Term Rental	\$ 43.84	\$ -	\$ -	\$ -	\$ 43.84
Hotel/Motel	\$ -	\$ 54.80	\$ -	\$ -	\$ 54.80
Retail	\$ 2,550.25	\$ 1,196.96	\$ -	\$ -	\$ 3,747.21
Service/Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 14,524.51	\$ 7,213.31	\$ -	\$ -	\$ 21,737.82
Q4	Oct-23	Nov-23	Dec-23	Reported Qtrly Only	TOTAL
Bar/Rest	\$ -	\$ -	\$ -	\$ -	\$ -
Liquor/Conv/Grocery/Dis	\$ -	\$ -	\$ -	\$ -	\$ -
Short Term Rental	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel/Motel	\$ -	\$ -	\$ -	\$ -	\$ -
Retail	\$ -	\$ -	\$ -	\$ -	\$ -
Service/Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

2023	Q1	Q2	Q3	Q4	TOTAL
Bar/Rest	\$ 122,367.12	\$ 170,945.76	\$ 17,891.97	\$ -	\$ 311,204.85
Liquor/Conv/Grocery/Dis	\$ 78,856.02	\$ 95,782.53	\$ -	\$ -	\$ 174,638.55
Short Term Rental	\$ 31,287.87	\$ 26,093.16	\$ 43.84	\$ -	\$ 57,424.87
Hotel/Motel	\$ 24,719.11	\$ 58,209.25	\$ 54.80	\$ -	\$ 82,983.16
Retail	\$ 29,245.08	\$ 51,159.08	\$ 3,747.21	\$ -	\$ 84,151.37
Service/Equipment	\$ 496.58	\$ 1,198.90	\$ -	\$ -	\$ 1,695.48
TOTAL	\$ 286,971.78	\$ 403,388.68	\$ 21,737.82	\$ -	\$ 712,098.28