

#### AGENDA CITY OF LAUREL CITY COUNCIL WORKSHOP TUESDAY, JULY 30, 2019 6:30 PM COUNCIL CHAMBERS

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

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

#### **General Items**

#### **Executive Review**

- 1. Appointments of Justin Romero, Jayson Nicholson, Brandi Seibel, Sara Romero, Andrea Beechie, and Joe Stratton to the Laurel Volunteer Ambulance Service.
- 2. Resolution A Resolution Declaring Certain Assets Of The City Of Laurel As Surplus And Authorizing Its Disposal.
- 3. Resolution Resolution Awarding Firstmark Construction The Contract For The City Of Laurel's 2019 Pavement Repairs Project And To Authorize The Mayor To Sign All Required Contract And Related Documents On The City's Behalf.
- 4. Resolution Resolution Of The City Council Adopting The Yellowstone County Multi-Hazard Mitigation Plan 2019 Update On Behalf Of The City Of Laurel, Montana.
- 5. Resolution A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Millennium Construction & Consulting, Inc. For Concrete And Asphalt Recycling For The City Of Laurel.
- 6. Resolution A Resolution Of The City Council Authorizing The Award Of Grants From The Tax Increment Financing District Funds Pursuant To The Lura Large Grant Request Program For Eligible Applicants And Improvements.
- 7. Ordinance No. O19-02: An Ordinance Amending Title 2, Chapter 2.10.030 Of The Laurel Municipal Code For The Purpose Of Changing The Regular Meeting Day Of The City Council. (Public Hearing 8.6.2019)

#### **Council Issues**

- 8. Handicap Parking Update
- 9. Rescinding Resolution No. R08-123 LURA Statutory Powers Discussion

#### **Other Items**

#### **Review of Draft Council Agendas**

10. Review of Draft Council Agenda for August 6, 2019.

#### **Attendance at Upcoming Council Meeting**

#### **Announcements**

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

215 W 1<sup>st</sup> St. Laurel, WT 59044

Phone: (406) 628 - 1611 Fax: (406) 628 - 7351

Friday, July 26, 2019

#### Dear Mayor & City Council:

It is a pleasure to recommend the following individuals for appointment to our city's ambulance service:

- Justin Romero, NREMT (Also a member of LVFD)
- Jayson Nicholson, NREMT (Also a member of LVFD)
- Brandi Seibel, NREMT
- Sara Romero, NREMT
- Andrea Beechie, NREMT (Also a Reserve member of LPD)
- Joe Stratton, NREMR

These individuals have shown a true commitment to the betterment of the City of Laurel and are excited to begin functioning as prehospital emergency care professionals. I appreciate your careful consideration of these individuals. I hold all of them in high regard.

Thank You,

Riley Hutchens, NREMT

**EMS Director** 

Authorizing Its Disposal.

2. Resolution - A Resolution Declaring Certain Assets Of The City Of Laurel As Surplus And

#### **RESOLUTION NO. R19-\_\_**

# A RESOLUTION DECLARING CERTAIN ASSETS OF THE CITY OF LAUREL AS SURPLUS AND AUTHORIZING ITS DISPOSAL.

WHEREAS, the City of Laurel has inventoried assets that are no longer of use to the City; and

WHEREAS, in accordance with MCA §7-8-4201, the Council has the authority to dispose of these items by declaring them surplus; and

WHEREAS, these surplus items shall be disposed of.

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

That the council authorizes the disposal of the surplus items listed in Attachment A and that the disposal method will be determined by City staff, at a date and time to be determined.

Introduced at a regular meeting of the City Council on August 6, 2019, by

| Council Member                             |   |
|--|---|
| PASSED and APPROVED by the of August 2019. | City Council of the City of Laurel this 6 <sup>th</sup> day |
| APPROVED by the Mayor this 6 <sup>th</sup> | day of August 2019.   |
|  | CITY OF LAUREL  |
|  | Thomas C. Nelson, Mayor                                     |
| ATTEST:                                    |   |
| Bethany Langve, Clerk/Treasurer            |   |
| Approved as to form:                       |   |
|  |   |

Sam S. Painter, Civil City Attorney

#### EXHIBIT "A"

#### 1999- - FORD E-350 AMBULANCE

3. Resolution - Resolution Awarding Firstmark Construction The Contract For The City Of Laurel's 2019 Pavement Repairs Project And To Authorize The Mayor To Sign All Required Contract And Related Documents On The City's Behalf.

#### **RESOLUTION NO. R19-\_\_**

RESOLUTION AWARDING FIRSTMARK CONSTRUCTION THE CONTRACT FOR THE CITY OF LAUREL'S 2019 PAVEMENT REPAIRS PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN ALL REQUIRED CONTRACT AND RELATED DOCUMENTS ON THE CITY'S BEHALF.

WHEREAS, the City of Laurel planned and publicly advertised the project known as the 2019 Pavement Repairs Project, and the City received responsive bids from qualified contractors; and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS, FirstMark Construction submitted a bid of \$259,750.00 and both KLJ and the City Staff have determined the bid is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards bid and project to FirstMark Construction for the bid price of \$259,750.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution.

| Introduced at a regular meeting of the City Council on, 2019, by Council Member |
|---|
| PASSED and APPROVED by the City Council of the City of Laurel this day of, 2019 |
| APPROVED by the Mayor this day of 2019.   |
| CITY OF LAUREL  |
| Thomas C. Nelson, Mayor   |
| ATTEST:   |
| Bethany Langve, Clerk-Treasurer, Clerk-Treasurer                                |
| Approved as to form:  |
| Sam Painter, Civil City Attorney  |



July 24, 2019

Kurt Markegard City of Laurel 115 W. 1st Street Laurel, MT 59044

Re: 2019 Pavement Repairs Project - Recommendation of Award

Dear Kurt:

Bids for the 2019 Pavement Repairs project were received July 18, 2019. Two bids were opened and read aloud, totaling \$259,750.00 and \$425,493.50, respectively. The bids were checked for mathematical accuracy and no discrepancies were found.

The low bidder is FirstMark Construction. The total bid amount is \$259,250.00 for the overall project. We recommend the contract be awarded to FirstMark Construction, accordingly. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with FirstMark Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

KLI

Ryan E. Welsh, PE Project Engineer

Enclosure(s): Notice of Award

**Tabulation of Bids** 

Project #: 1904-00962

cc: file

#### **TABULATION OF BIDS**

#### 2019 Pavement Repairs - KLJ#1904-00962 CITY OF LAUREL, MONTANA July 18, 2019



|      |  |            |         | Engineers Op | Dinion of Cost | FirstMark C  | onstruction   | Knife        | River         |
|------|--|------------|---------|--------------|----------------|--------------|---------------|--------------|---------------|
| Item | Description  | Qty        | Unit    | Unit Price   | Total Price    | Unit Price   | Total Price   | Unit Price   | Total Price   |
| 101  | Mobilization   | 1          | LS      | \$26,000.00  | \$26,000.00    | \$ 16,954.00 | \$ 16,954.00  | \$ 36,360.00 | \$ 36,360.00  |
| 102  | Taxes, Bonds & Insurance   | 1          | LS      | \$8,000.00   | \$8,000.00     | \$ 3,650.00  | \$ 3,650.00   | \$ 5,500.00  | \$ 5,500.00   |
| 103  | Construction Traffic Control   | 1          | LS      | \$13,000.00  | \$13,000.00    | \$ 10,000.00 | \$ 10,000.00  | \$ 46,650.00 | \$ 46,650.00  |
| 104  | 4" Asphalt Concrete Pavement Patching – Type B – Surface Course (Full Depth with Base and Fabric)  | 24,200     | SF      | \$9.00       | \$217,800.00   | \$ 6.85      | \$ 165,770.00 | \$ 10.50     | \$ 254,100.00 |
| 105  | 4" Asphalt Concrete Pavement – Type B – Surface Course   | 622        | SY      | \$24.00      | \$14,928.00    | \$ 58.00     | \$ 36,076.00  | \$ 76.75     | \$ 47,738.50  |
| 106  | 2" asphalt Concrete Pavement Overlay – Type C – Surface Course   | 125        | TN      | \$169.78     | \$21,222.00    | \$ 180.00    | \$ 22,500.00  | \$ 237.00    | \$ 29,625.00  |
| 107  | 6' Valley Gutter   | 480        | SF      | \$17.00      | \$8,160.00     | \$ 10.00     | \$ 4,800.00   | \$ 11.50     | \$ 5,520.00   |
|      |  |            |         |              | II.            |              |               |              |               |
|      |  |            |         |              |                |              |               |              |               |
|      | A STATE OF THE PARTY OF THE PAR | Total of B | ase Bid |              | \$309,110.00   | \$           | 259,750.00    | \$           | 425,493.50    |

This represents a true tabulation of bids pened any geacon July 18, 2019.

RYAN E. WELSH 14003 PE

Ryan Welsh Project Engineer

Date: July 23, 2019

\* Indicates a mathematical correction made following the bid opening.

### **Notice of Award**

|   |  | Date:   | July 24, 2019                  |
|---|--|---|--------------------------------|
| Project: 2019 Pavement Repairs Project  | +  |   |                                |
|   | .t   | Owner's Contract No.:                           |                                |
| Owner: City of Laurel  Contract: As described in the Bid Docur  | mants  | Engineer's Project No.                          |                                |
| Bidder: FirstMark Construction  | Henris   | Liigilieer 3 Froject No.                        | . 1904-00902                   |
| ser a still all reporter at above, attacked topological participation of the still still service at a sill service at a | N. Carrie  |   |                                |
| Bidder's Address: 6611 Trade Center A   | Avenue   |   |                                |
| Billings, MT 59102  |  |   |                                |
| You are notified that your Bid dated the Successful Bidder and are awarded The Contract Price of your Contract is <u>Tv</u> (\$259,110.00).   | a Contract for <u>2019 Pave</u>                            | ment Repairs.                                   |                                |
| _4_ copies of the proposed Contract Do You must comply with the following co Notice of Award.   |  |   | he date you receive this       |
| <ol> <li>Deliver to the Owner four (a)</li> <li>Deliver with the executed Instructions to Bidders (Article)</li> <li>Other conditions precedent</li> </ol>  | Contract Documents the cicle 20) and General Conce: (none) | e Contract Security [Boditions (Paragraph 5.01) | nds] as specified in the<br>). |
| Failure to comply with these conditions annul this Notice of Award, and declare   |  |   | consider you in default,       |
| Within ten days after you comply with t<br>counterpart of the Contract Documents  |  | ner will return to you o                        | ne fully executed              |
|   | City of Laurel Owner                                       |   |                                |
| Ву:   | Authorized Signature                                       |   |                                |
|   | Title  |   |                                |

- Page 12 -Form 00510 Page 1 of 1

Copy to Engineer

#### **RESOLUTION NO. R19-**

# RESOLUTION OF THE CITY COUNCIL ADOPTING THE YELLOWSTONE COUNTY MULTI-HAZARD MITIGATION PLAN 2019 UPDATE ON BEHALF OF THE CITY OF LAUREL, MONTANA.

WHEREAS, in October of 2000 the President of the United States signed into law the "Disaster Mitigation Act of 2000" (PL 106-390) to amend the "Robert T. Stafford Disaster Relief and Emergency Act of 1988" which among other provisions requires local governments to adopt a Multi-Hazard Mitigation Plan in order to be eligible for hazard mitigation funding;

WHEREAS, the City of Laurel, Montana has worked closely with Yellowstone County Disaster and Emergency Services to update a county-wide Multi-Hazard Mitigation Plan that will serve the needs of Yellowstone County;

WHEREAS, the Yellowstone County Disaster and Emergency Services (YCDES) Coordinator is also the City of Laurel DES Coordinator; and

WHEREAS, the City of Laurel supports the 2019 Update to the Yellowstone County Multi-Hazard Mitigation Plan as a logical means toward protecting people and property from the potential devastating effects of natural and man-made hazards.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Laurel hereby adopts the "Yellowstone County, Montana Multi-Hazard Mitigation Plan – 2019 Update" as approved by the Montana Disaster and Emergency Services and the Federal Emergency Management Agency.

| CITY OF LAUREL                                      | of |
|---|----|
|   |    |
| Tom Nelson, Mayor                                   |    |
| ATTEST:   |    |
| Bethany Langve, Clerk-Treasurer                     |    |
| Approved as to form:                                |    |
|   |    |
| Sam Painter, Legal Counsel Thompson Painter Law, PC |    |

| 5. | Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With |
|----|---|
|    | Millennium Construction & Consulting, Inc. For Concrete And Asphalt Recycling For The City  |
|    | Of Laurel.  |

#### **RESOLUTION NO. R19-\_\_**

# A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH MILLENNIUM CONSTRUCTION & CONSULTING, INC. FOR CONCRETE AND ASPHALT RECYCLING FOR THE CITY OF LAUREL.

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

Section 1: <u>Approval</u>. The contract between the City of Laurel and Millennium Construction & Consulting Inc. relating to concrete and asphalt recycling services for the City of Laurel, copy attached hereto, is hereby approved.

Section 2: <u>Execution</u>. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the contract on behalf of the City.

| Introduced at a regular meeting of Member       | of the City Council on June, 2019, by Council       |
|---|---|
| PASSED and APPROVED by theth day of June, 2019. | e City Council of the City of Laurel, Montana, this |
| APPROVED by the Mayor this                      | th day of June, 2019.                               |
|   | CITY OF LAUREL                                      |
|   | Thomas C. Nelson, Mayor                             |
| ATTEST:   |   |
| Bethany Langve, City Clerk/Treasurer            | _   |
| Approved as to form:                            |   |
|   |   |
| Sam S. Painter, Civil City Attorney             | _   |

#### INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 6<sup>th</sup> day of August, 2019, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Millennium Construction & Consulting Inc., a contractor licensed to conduct business in the State of Montana, whose address is 724 1<sup>st</sup> Avenue North, Billings, MT 59101, hereinafter referred to as "Contractor".

#### SECTION ONE DESCRIPTION OF SERVICES

- A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated October 16, 2018, attached hereto as Exhibit "A" and by this reference made part of this contract.
- B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.
- C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit "A".

# SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor thirty two thousand six hundred twenty five dollars and no cents (\$32,625.00) for the work described in Exhibit A. Any alteration or deviation form the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

# SECTION THREE CITY'S RESPONSIBILITIES

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

# SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

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

agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

- B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.
- C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.
- D. All workmanship and materials shall be of a kind and nature acceptable to the City.
- E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.
- F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.
- G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.
- H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.
- I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

- J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.
- K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

#### SECTION FIVE INDEMNITY AND INSURANCE

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

## SECTION SIX COMPLIANCE WITH LAWS

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

# SECTION SEVEN NONDISCRIMINATION

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

# SECTION EIGHT DEFAULT

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

# SECTION NINE TERMINATION

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

## SECTION TEN GOVERNING LAW AND DISPUTE RESOLUTION

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

#### SECTION ELEVEN ATTORNEY FEES

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

#### SECTION TWELVE Entire Agreement

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

# SECTION THIRTEENTH ASSIGNMENT OF RIGHTS

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

#### SECTION FOURTEEN SEVERABILITY

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

# SECTION FIFTEEN PARAGRAPH HEADINGS

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

# SIGNED AND AGREED BY BOTH PARTIES ON THE 6<sup>TH</sup> DAY OF AUGUST 2019. CITY OF LAUREL CONTRACTOR Thomas C. Nelson, Mayor Millennium Construction & Consulting Inc. ATTEST: Employer Identification Number Bethany Langve, Clerk/Treasurer



Millennium Construction & Consulting inc. 724 1st. Ave. North BILLINGS, MT 59101 (406)690-8897 builtstronger@me.com

#### **ESTIMATE**

**ADDRESS** 

City of Laurel PO Box 10 Laurel, MT 59044 USA ESTIMATE # 1081 DATE 10/16/2018

DATE

**ACTIVITY** 

Laurel Public Works Shop - crushing pile

QTY

RATE

**AMOUNT** 

10/16/2018

Concrete & Asphalt Recycling

4,500

7.25

32,625.00

all labor and equipment necessary to process material at the Laurel Public Works Shop into an 1-1/2" minus base course (work will be done on site at the Public Works facility and materials will

be stockpiled on site. Estimated quantity is 4500 tons. Final

stockpile will be surveyed for final payment).

**TOTAL** 

\$32,625.00

Accepted By

Accepted Date

noted sea so

| 6. | Resolution - A Resolution Of The City Council Authorizing The Award Of Grants From The Tax |
|----|--|
|    | Increment Financing District Funds Pursuant To The Lura Large Grant Request Program For    |
|    | Eligible Applicants And Improvements.  |

#### **RESOLUTION NO. R19-\_**

#### A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE AWARD OF GRANTS FROM THE TAX INCREMENT FINANCING DISTRICT FUNDS PURSUANT TO THE LURA LARGE GRANT REQUEST PROGRAM FOR ELIGIBLE APPLICANTS AND IMPROVEMENTS.

WHEREAS, the City of Laurel approved a Large Grant Request Program proposed by the Laurel Urban Renewal Agency (LURA) through Resolution No. R15-08; and

WHEREAS, a number of property owners prepared and submitted applications seeking grant funding through the Large Grant Request Program for their respective projects; and

WHERAS, the LURA Board reviewed and considered all of the applications submitted and recommends the City Council's approval and award of large grants to the Applicants in the following amounts:

| 1.  | Mountain Land Rehabilitation: | \$19,957.00; |  |  |
|---|-------------------------------|--------------|--|--|
| 2.  | The Fjelstad Family:          | \$12,589.00; |  |  |
| 3.  | Nardella Investments          | \$15,594.00  |  |  |
| 4.  | Pelican Café                  | \$64,295.00  |  |  |
| 5.  | Sunshine Academy:             | \$62,265.00  |  |  |
| 6.  | Darrell Dyer:                 | \$50,037.00  |  |  |
| WHEREAS, all the applicants, applications and projects are eligible for grant assistance and LURA recommends approval and funding of the same in the amounts provided herein.   |                               |              |  |  |
| NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Applicants listed herein are hereby approved for large grants pursuant to the Large Grant Request Program in the amounts provided herein to be paid from the City's Large Grant Request Program, Tax Increment Financing District Fund. |                               |              |  |  |
| Introduced at a regular meeting of the City Council on, 2019, by Council Member   |                               |              |  |  |
| PASSED and APPROVED by the City Council of the City of Laurel this day of   |                               |              |  |  |

\_\_\_\_\_, 2019

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2019.

|                                      | CITY OF LAUREL          |
|--------------------------------------|-------------------------|
|                                      | Thomas C. Nelson, Mayor |
| ATTEST:                              |                         |
| Bethany Langve, Clerk-Treasurer, Cle | erk-Treasurer           |
| Approved as to form:                 |                         |
| Sam Painter, Civil City Attorney     |                         |

CITY HALL 115 W. 1<sup>ST</sup> ST. PLANNING: 628-4796 WATER OFC.: 628-7431 COURT: 628-1964 FAX 628-2241

# City Of Laurel

P.O. Box 10 Laurel, Montana 59044



July 23, 2019

Regarding the Laurel Urban Renewal Large Grant Recommendations for 2019-2020

Mr. Mayor and City Councilors,

The Office of the City Planner and the Laurel Urban Renewal Agency Board respectfully requests that the City Council reviews and approves the requests made for the 2019 Large Grant Program. This letter supports the Large Grant spreadsheet submitted on July 22, 2019. Members of the Laurel Urban Renewal Agency met on June 26, 2019 as the Large Grant Committee to review, discuss, and analyze applications for the Large Grant Program. Six applications were submitted with a total request of \$388,697.27. It was decided that the six applicants would receive a total of \$224,737 in funding through the Large Grant Program. The applicants are as follows:

| 1. | Mountain Land Rehabilitation | \$19,957 |
|----|------------------------------|----------|
| 2. | The Fjelstad Family          | \$12,589 |
| 3. | Nardella Investments         | \$15,594 |
| 4. | Pelican Café                 | \$64,295 |
| 5. | Sunshine Academy             | \$62,265 |
| 6. | Darrell Dyer                 | \$50,037 |

These grants were discussed further at the Laurel Urban Renewal Agency meeting on July 22, 2019 and were approved to be recommended to the City Council for consideration and final approval. These applications were found to be eligible under MCA and to be beneficial to the TIF District by assisting applicants with the upgrading and improvement of their properties and businesses. The Planning Department can supply more information on the applications if needed to help inform your decision.

Thank you for your consideration of this matter,

Nicholas Altonaga

City Planner

|   |  |                  |               |                 |                          |                      |                 |                 |                  | FY:            | 19-2           |
|---|--|------------------|---------------|-----------------|--------------------------|----------------------|-----------------|-----------------|------------------|----------------|----------------|
| D. 在1000年 1000年 1 |  |                  |               |                 |                          |                      | LURA            | City Council    | Total:           | \$ 225,000.00  | \$             |
| Applicant   | Project  | Application Date | Start<br>Date | Completion Date | Initial Requested Amount | LURA Approved Amount | Arrproval Date1 | Arrproval Date2 | Eligibility Date | Disbursed Date | Awarded Amount |
| Mountain Land Rehab   | Structural repair and energy efficiency upgrades to newly purchased building downtown for business expansion.      | 5/10/2019        | 6/7/2019      | 9/1/2019        | \$ 47,800.00             | \$ 19,957.00         | 7/22/2019       |                 | 12/30/1901       |                |                |
| Fjelstad Family   | Demolition, upgrades to sidewalk, curbs, and gutter, and energy efficiency improvements supporting duplex rehab.   | 4/5/2019         | 12/1/2018     | 7/10/2019       | \$ 30,154.27             | \$ 12,589.00         | 7/22/2019       |                 | 12/30/1901       |                |                |
| Nardella Investments  | Property purchase, grading, installation of drainage, notified in 2018 to reapply in 2019                          | 5/23/2019        | 5/15/2018     | 7/15/2018       | \$ 18,675.00             | \$ 15,594.00         | 7/22/2019       |                 | 12/30/1901       |                |                |
| Pelican Café  | Demolition, Utility upgrades, Strctural repair and expansion for Restaurant expansion                              | 5/8/2019         | 9/1/2019      | 1/30/2019       | \$ 129,068.00            | \$ 64,295.00         | 7/22/2019       | . ,             | 12/30/1901       |                |                |
| Sunshine Academy  | Property Acquisition for new childcare facility in CBD for business expansion                                      | 5/30/2019        | 7/1/2019      | 9/1/2019        | \$ 75,000.00             | \$ 62,265.00         | 7/22/2019       |                 | 12/30/1901       |                |                |
| Darrell Dyer  | Demolition, sewer, concrete and excavation work to support constuction of mixed use commecial and fourplex in CBD. | 3/22/2019        | 8/1/2019      | 6/30/2020       | \$ 88,000.00             | \$ 50,037.00         | 7/22/2019       |                 | 12/30/1901       |                |                |
|   |  |                  |               |                 | \$ 388,697.27            | \$ 224,737.00        | F/ 10 1 31 1    |                 | 12/30/1901       |                |                |

7. Ordinance No. O19-02: An Ordinance Amending Title 2, Chapter 2.10.030 Of The Laurel Municipal Code For The Purpose Of Changing The Regular Meeting Day Of The City Council. (Public Hearing 8.6.2019)

#### ORDINANCE NO. 019-02

# AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.10.030 OF THE LAUREL MUNICIPAL CODE FOR THE PURPOSE OF CHANGING THE REGULAR MEETING DAY OF THE CITY COUNCIL.

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

WHEREAS, the Mayor and City Council members desire to change the designated dates for Regular Council Meetings to the second and fourth Tuesdays as specified in the Laurel Municipal Code, rather than the first and third Tuesdays; and

WHEREAS, upon request of the Mayor, the ordinance amendments were prepared by the City Attorney for presentation to the City Council, and the Mayor hereby recommends the same to the City Council for their full approval as follows:

**NOW, THEREFORE, BE IT ORDAINED**, by the Laurel City Council that the Laurel Municipal Code is amended as follows:

#### 2.10.030 Meetings.

A. Regular meetings of the city council shall be held on the <u>first second</u> and <u>third fourth</u> Tuesday of each month at a time set by the council, in the council chambers of city hall, or at such other time and place as designated by the council. Should the regular meeting day be a recognized holiday the council shall, with proper notice, set an alternate day for the meeting.

#### 2.10.040 Agenda.

A. All reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the council, shall be submitted by nine a.m. on the Wednesday immediately preceding the next regularly scheduled council meeting with the exception that the mayor may approve late submittals deemed to be in the city's best interest by delivering the same to the clerk of the council, whereupon the mayor shall immediately arrange a list of such matters according to the order of business specified herein, and provide each member of the council with a copy of the same not later than one working day immediately preceding the council meeting.

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

Introduced and passed on first reading at a regular meeting of the City Council on July 16, 2019, by Council Member Wilke.

| PASSED and ADO           | PTED by the Laurel | City Council | on second r | eading this 6th | day of | August, 1 | upon |
|--------------------------|--------------------|--------------|-------------|-----------------|--------|-----------|------|
| motion of Council Member |                    | •            |             |                 |        |           |      |

## APPROVED BY THE MAYOR this $6^{th}$ day of August, 2019.

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|------------|-----|----|-----|-----|----|----|----|
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|                                    | Thomas C. Nelson, Mayor |
|------------------------------------|-------------------------|
| ATTEST:                            |                         |
| Bethany Langve, Clerk-Treasurer    |                         |
| Approved as to form:               |                         |
| Sam S. Painter Civil City Attorney |                         |

9. Rescinding Resolution 08-123 LURA Statutory Powers Discussion

#### **RESOLUTION NO. R08-123**

# RESOLUTION OF THE CITY COUNCIL ASSIGNING CERTAIN STATUTORY POWERS TO THE LAUREL URBAN RENEWAL AGENCY PURSUANT TO MCA § 7-15-4232 AND APPROVING BY-LAWS FOR THE ORDERLY OPERATION OF THE LAUREL URBAN RENEWAL AGENCY.

WHEREAS, the City Council previously elected to create a separate urban renewal agency pursuant to MCA § 7-15-4232 for purposes of exercising select urban renewal powers that are provided by Montana Law on the City Council's behalf;

WHEREAS, the City Council created the Laurel Urban Renewal Agency through the adoption of Ordinance No. O8-09;

WHEREAS, Ordinance No. O8-09 provides that the City Council will empower the Laurel Urban Renewal Agency by assigning select powers to it by Resolution;

WHEREAS, Ordinance No. O8-09 provides that the Laurel Urban Renewal Agency shall act only in an advisory capacity to the City Council and shall exercise all assigned powers consistent with the previously approved Laurel Urban Renewal Plan;

WHEREAS, the City Council is authorized by MCA § 7-15-4232 to assign or reserve unto themselves any of the urban renewal project powers listed in MCA § 7-15-4233 by and through a Council Resolution; and

WHEREAS, the City Council intends that any power not specifically assigned to the Laurel Urban Renewal Agency by this Resolution is specifically reserved for the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby authorizes and assigns the following urban renewal project powers to the Laurel Urban Renewal Agency pursuant to MCA § 7-15-4232:

- 1. To formulate and coordinate a workable program as specified in § 7-15-4209;
- 2. To prepare urban renewal plans;
- To prepare recommended modifications to an urban renewal project plan;
- To disseminate blight clearance and urban renewal information;
- 5. To enter any building or property in any urban renewal area in order to make surveys and appraisals in the manner specified in § 7-15-4257;
- 6. To prepare plans for the relocation of families displaced from an urban renewal area and to coordinate public and private agencies in such relocation;

- 7. To prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- 8. To conduct appraisals, title searches, surveys, studies, and other preliminary plans and work necessary to prepare for the undertaking of urban renewal projects;
- 9. To negotiate for the acquisition of land;
- 10. To study the closing, vacating, planning, or re-planning of streets, roads, sidewalks, ways, or other places and to make recommendations with respect thereto; and
- 11. To perform such duties as the local governing body may direct so as to make the necessary arrangements for the exercise of the powers and performance of the duties and responsibilities entrusted to the local governing body.

BE IT FURTHER RESOLVED, that the City Council hereby specifically reserves unto itself any and all urban renewal powers available and provided by Montana Law that are not specifically assigned to the Laurel Urban Renewal Agency in this Resolution.

FINALLY BE IT RESOLVED, the City Council approves the attached By-Laws providing for the effective and orderly operation of the Laurel Urban Renewal Agency.

Introduced at a regular meeting of the City Council on November 4, 2008, by Council Member Hart .

PASSED and APPROVED by the City Council of the City of Laurel this 4<sup>th</sup> day of November, 2008.

APPROVED by the Mayor this 4th day of November, 2008.

CITY OF LAUREL

Kenneth E. Olson, Jr.,

ATTEST:

Mary K. Embleton, Clerk-Treasurer

Sam Painter, Legal Counsel

Elk River Law Office, P.L.L.P.

#### 2008 BYLAWS LAUREL URBAN RENEWAL AGENCY

Approved by Laurel City Council through Resolution No. R08-123

#### Article I - Authority

The Laurel Urban Renewal Agency ("Agency") was created by the City Council through the adoption of Ordinance No. 008-09. The City Council empowered the Agency through Resolution No. R08-123, all pursuant to Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated, 2007 (MCA).

#### **Article II - Objectives**

The Agency's objectives are to act in an advisory capacity to the City Council and to exercise all assigned powers consistent with the most currently approved Laurel Urban Renewal Plan. The City Council may modify the Laurel Urban Renewal Plan from time to time in accordance with MCA § 7-15-4221.

#### **Article III - Definitions**

As used in these bylaws,

- a. "Advisory Member" means a non-voting advisory member of the Agency as appointed by the Mayor and approved by the City Council in accordance with LMC 18.02 through 18.08.
- b. "Agency" means the Laurel Urban Renewal Agency.
- c. "City Staff" means any employee or contractor currently employed or under contract with the City of Laurel.
- d. "Council" means the City Council of the City of Laurel, Montana.
- e. "Commissioners" means the Board of Commissioners who administer the Agency as appointed by the Mayor and approved by the City Council in accordance with LMC 18.02 through 18-06.
- f. "LMC" means the Laurel Municipal Code.

#### Article IV - Powers and Duties

A. The Agency serves in an advisory capacity to the Council. The Agency has the following authority:

- 1. To adopt amendments to bylaws for the conduct of business that must be approved by the Council;
- 2. To elect a President and Vice-President from among its members;
- 3. Any other duty, power and/or responsibility assigned to the Agency by the Council through Resolution; and
- 4. To perform such duties as the local governing body may direct so as to make the necessary arrangements for the exercise of the powers and performance of the duties and responsibilities entrusted to the local governing body.

#### Article V - Membership

- A. Selection and Terms. Membership of the Agency consists of five Commissioners and four advisory members. The Council shall fill any vacancy for the unexpired portion of a term within sixty days after the vacancy has occurred.
- B. The President may appoint a temporary alternate to serve as a Commissioner, replacing any absent Commissioner under the following circumstances:
  - 1. To ensure a knowledgeable discussion and decision;
  - 2. To promote the desired conduct of business with input from as many sources as possible;
  - 3. To fill the unexpired term of a Commissioner who resigns, pending replacement by the Council; and
  - 4. To provide advancement opportunities for Advisory Members who are willing, eligible and qualified to serve as Commissioners.
- C. Three (3) Mayor appointed and Council confirmed Commissioners constitute a quorum for the Agency when hearing and acting on an Agency matter. Advisory Members and temporary alternate members may participate in Agency discussion of any matter, but they shall neither make motions nor vote.

#### D. Resignations and Expirations

- 1. Agency members resigning before completion of their terms are expected to submit written resignations. The President shall report such resignation to the Agency, Mayor and Council.
- 2. A resignation is effective on the date indicated in the resignation, or if no date is specified, it is effective on the date submitted.
- 3. Any member whose term expires shall serve until a successor is appointed.

#### Article VI - Officers and Duties

#### A. Officers

- 1. <u>President</u>. Agency members shall elect a President who shall serve one year.
- 2. <u>Vice-President</u>. Agency members shall elect a Vice-President who shall serve a term of one year.
- 3. Recording Secretary. Agency members shall elect a Recording Secretary who shall serve one year.

#### B. Duties

- 1. <u>President</u>. The President shall preside at all Agency meetings and hearings, call special meetings and perform the duties normally conferred by parliamentary usage on such officer and other such duties as may be properly prescribed.
  - a. The President may enter into the discussion of matters before the Agency.
  - b. The President may vote on matters before the Agency.
- 2. <u>Vice-President</u>. When the President is absent, disabled or disqualified, the Vice-President shall act as President.

#### **Article VII - Meetings**

A. Regular Meetings. The Agency shall meet at least once each month, on a day selected by the Agency. The President may cancel meetings if there is no business to come before the Agency.

#### B. Special Meetings

- 1. Either the President or three Commissioners, making written request to the President, may call a special meeting of the Agency.
- 2. The President shall send, at least twenty-four hours in advance, written notice of any special meeting to all members and shall post a meeting notice in conspicuous public places including but not limited to, City Hall and the Post Office.

#### C. Quorum

- 1. A majority of Commissioners currently serving, but not less than three, shall constitute a quorum.
- 2. All official action taken through those powers specifically assigned to the Agency by Council Resolution shall be authorized only by the favorable vote of three.
- 3. Any action or recommendation passed by vote of a majority less than three shall include this fact in all printed or published records or minutes.
- D. Parliamentary Authority. Robert's *Rules of Order* shall apply in all parliamentary matters unless these bylaws otherwise provide.

#### E. Conflict of Interest

1. A conflict of interest exists when a Commissioner or other member of the Agency

has a financial or property interest in a matter under consideration by the Agency or one of its duly created committees.

- 2. Before consideration of the matter, this conflict of interest shall be entered in the minutes of the meeting.
  - a. Thereafter, the member shall be excused from meeting during consideration of the matter and shall not participate in consideration, debate, or if a Commissioner, voting thereon.
  - b. The member may participate as a part of the public in attendance in providing information to the Agency.
- 3. No member may represent a party having an interest in business currently before the Agency. If a member has received prior communication from such a party, it shall be passed to the Recording Secretary or appropriate Staff for public disclosure and subsequent communication to the Agency at a meeting.

#### F. Voting.

1. All Commissioners who do not declare conflict of interest shall vote; votes may be registered as aye or nay.

#### G. Notification.

1. All meetings of the Agency and its committees shall comply with Montana law as it applies to open public meetings.

#### **Article VIII - Conduct of Meetings**

#### A. Order of Business

- 1. Unless otherwise voted and approved by the Commissioners, the order of business at regular meetings shall be:
  - a. Call to order.
  - b. Roll call.
  - c. Approval of minutes and action thereon.
  - d. Public hearings.
  - e. Communications and Special Presentations.
  - f. Committee Reports.
  - g. Old Business.
  - h. New Business and referrals.
  - i. Comments from Agency members.
  - j. Staff announcements.
  - k. Adjournment.
  - 2. The Agency may, by a two-thirds vote of members present, dispense with any item on the agenda, other than hearings, or change the order of business.

#### B. New Business

1. Only those items included on the agenda and that are part of the materials provided to the Commissioners may be acted upon at that particular meeting.

- 2. New business may be introduced without prior notice for the purpose either of Agency action at a future meeting or referral to a committee or the staff for study or consideration.
- 3. The requirements of this section may be waived through a Suspension of the Rules by the two-thirds vote of the members present if there is a quorum.

#### **Article IX - Public Hearing Procedures**

A. If the Agency or Council determines a formal public hearing be held upon a particular matter, the following apply to the President. The President shall:

- 1. Preside at all public hearings.
- 2. State a summary of the question or issue at the opening of the hearing, limiting its contents to the subject advertised for hearing.
- 3. Specify the method of conduct of the hearing.
- 4. Assure an orderly hearing, having the power to terminate the hearing if, in the President's opinion, persons become unruly.
- 5. Announce that all questions and comments shall be directed through the President only after the speaker has been properly recognized.
- 6. Direct each speaker recognized to supply the record with a complete name and address, and if appropriate, the name of the person, firm or organization which the speaker represents.
- 7. Direct that copies of prepared statements be given to the secretary and the presiding officer to become part of the record.
- 8. Call first for statements from proponents, then give opponents and others equal opportunity for comment and finally, allow an opportunity for rebuttal testimony.
- 9. Close the hearing to the receipt of public testimony when all who wish to speak have spoken, or if the time limit set by the Agency has expired.
- 10. Declare the hearing to be closed or state the time, place and date upon which the hearing will be continued.

#### B. Duties of Recording Secretary. The Recording Secretary shall:

- 1. Take minutes or record the content of all presentations, public hearings, discussion, and decisions of duly constituted regular or special meetings of the Agency. These minutes shall include a list of those members present at any meeting and those members absent.
- 2. Incorporate this record in the minute book of the Agency as a permanent part of its record.
- 3. Furnish copies of the minutes of the Agency in the materials mailed to the Agency members prior to the next monthly Agency meeting for approval.
- 4. Routinely provide copies of the minutes to the City Council.

#### C. Power of Agency.

1. The Agency may set a reasonable time limit for the receipt of public testimony.

#### **Article X - Committees**

A. Special Committees. The President may appoint special committees for such purposes and terms as the Agency provides.

#### B. Committee Reports

- 1. A referral to committee may contain the date for report to the Agency.
- 2. Each committee report shall be written and may contain both majority and minority opinion.
- 3. A copy of each committee report shall be submitted to the President for inclusion in the permanent records of the Agency.

#### C. Staff Attendance.

1. The City Staff at the request of the President and approval of the Mayor or Chief Administrative Officer shall attend committee meetings and participate in discussion, presenting relevant information and alternatives.

#### Article XI - Legal Assistance

A. The Agency may seek legal assistance from the attorney(s) for the City of Laurel upon approval of the Mayor or Chief Administrative Officer.

#### Article XII - Staff Attendance

1. City Staff at the request of the President and approval of the Mayor or Chief Administrative Officer shall attend Agency meetings. Staff shall participate in the discussion, provide advice, information, expertise or other relevant information and alternatives to the Agency.

#### Article XIII - Amendments

#### A. Procedure

- 1. Any bylaw amendment shall be proposed in writing to the President by any member for placement under new business on the Agency agenda.
- 2. Approval of the proposed amendment requires an affirmative vote of a majority of the Agency present at any meeting properly called subsequent to the proposal.
- B. Approval. No such amendment shall be effective until approved by the Council.

10. Review of Draft Council Agenda for August 6, 2019.



# AGENDA CITY OF LAUREL CITY COUNCIL MEETING TUESDAY, AUGUST 06, 2019 6:30 PM COUNCIL CHAMBERS

NEXT RES. NO. R18-XX

NEXT ORD. NO. O18-XX

**WELCOME** . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

#### Pledge of Allegiance

#### **Roll Call of the Council**

#### **Approval of Minutes**

1. Approval of Minutes of July 16, 2019.

#### Correspondence

2. CHS Donation

#### **Council Disclosure of Ex Parte Communications**

#### **Public Hearing**

3. Ordinance No. O19-02: An Ordinance Amending Title 2, Chapter 2.10.030 Of The Laurel Municipal Code For The Purpose Of Changing The Regular Meeting Day Of The City Council.

#### **Consent Items**

#### NOTICE TO THE PUBLIC

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

- 4. Claims for the month of July 2019.
- 5. Approval of Payroll Register for PPE 7/14/2019 totaling \$185,882.02.
- 6. Receiving the Committee/Board Minutes into the Record.

Revised Budget/Finance Minutes of July 2, 2019.

Budget/Finance Minutes of July 16, 2019.

Laurel Urban Renewal Agency Large Grant Committee Minutes of June 26, 2019.

Laurel Urban Renewal Agency Minutes of July 15, 2019.

City/County Planning Board Minutes of July 11, 2019.

Emergency Services Committee Minutes of May 20, 2019.

#### Ceremonial Calendar

#### **Reports of Boards and Commissions**

#### **Audience Participation (Three-Minute Limit)**

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

#### **Scheduled Matters**

- 7. Appointments of Justin Romero, Jayson Nicholson, Brandi Seibel, Sara Romero, Andrea Beechie, and Joe Stratton to the Laurel Volunteer Ambulance Service.
- 8. Resolution A Resolution Declaring Certain Assets Of The City Of Laurel As Surplus And Authorizing Its Disposal.
- 9. Resolution Resolution Awarding Firstmark Construction The Contract For The City Of Laurel's 2019 Pavement Repairs Project And To Authorize The Mayor To Sign All Required Contract And Related Documents On The City's Behalf.
- 10. Resolution Resolution Of The City Council Adopting The Yellowstone County Multi-Hazard Mitigation Plan 2019 Update On Behalf Of The City Of Laurel, Montana.
- 11. Resolution A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Millennium Construction & Consulting, Inc. For Concrete And Asphalt Recycling For The City Of Laurel.
- 12. Resolution A Resolution Of The City Council Authorizing The Award Of Grants From The Tax Increment Financing District Funds Pursuant To The Lura Large Grant Request Program For Eligible Applicants And Improvements.
- 13. Ordinance No. O19-02: An Ordinance Amending Title 2, Chapter 2.10.030 Of The Laurel Municipal Code For The Purpose Of Changing The Regular Meeting Day Of The City Council.

#### **Items Removed From the Consent Agenda**

#### **Community Announcements (One-Minute Limit)**

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

#### **Council Discussion**

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

#### **Mayor Updates**

#### **Unscheduled Matters**

#### Adjournment

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

**DATES TO REMEMBER**