

#### AGENDA CITY OF LAUREL CITY COUNCIL WORKSHOP TUESDAY, JANUARY 18, 2022 6:30 PM COUNCIL CHAMBERS

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

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

#### **General Items**

- 1. Appointment of Ryan Roche to the Police Reserves.
- 2. Appointment of Bruce McGee to the Emergency Services Committee.

#### **Executive Review**

- 3. Resolution A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Thompson Painter Law Pc For The Provision Of Civil Legal Services For The City Of Laurel.
- 4. Resolution Resolution Of The City Council Approving The Development Agreement Between The GL Development LLC, The Laurel Depot LLLP, And The City For The Development And Construction Of Low Income Housing To Be Located Within The City Of Laurel.
- <u>5.</u> Resolution Resolution Of The City Council Authorizing The Yellowstone County Treasurer To Remove The United States Postal Service From The Official County Tax Rolls.

#### **Council Issues**

#### **Other Items**

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

<u>6.</u> Draft City Council Agenda for January 25, 2022.

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

#### **Announcements**

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

**DATES TO REMEMBER** 

1. Appointment of Ryan Roche to the Police Reserves.



215 W. 1st Street Laurel, MT 59044 • Phone 406-628-8737 • Fax 406-628-4641
Chief of Police Stan Langve

January 7, 2022

To: Mayor Dave Waggoner

From: Chief of Police Stanley J Langve

Greetings,

Ryan Roche has expressed interest in becoming a Laurel Police Reserve. Ryan has successfully completed the required written testing, completed the interview process and passed a rigorous background check.

I would like to have Ryan appointed as a Laurel Police Reserve Officer. This will bring the total number of Police Reserves to 14. Thank you for your time in this matter.

Respectfully,

Chief of Police Stanley J Langve

2. Appointment of Bruce McGee to the Emergency Services Committee.

#### Honorable Dave Wagner City of Laurel, MT

#### Dear Mayor Wagner:

Please give consideration to my being added to the emergency services committee. My qualifications of volunteer and civic service are listed for your consideration.

- 16 collected years as a Volunteer Fire Fighter with 5 different departments. Wheaton, MO, Stigler, OK, Neosho, MO, Rawlins, WY and Park City, MT.
- 4 Years of Reserve Deputy Sheriff Newton County MO.
- 11 years with Laurel Police Reserves, still active.
- 10.5 years City Alderman Ward 2 City of Laurel.
- · Past Member and Chair of the City of Laurel Emergency Services Committee .

Thank you for your time and consideration. Feel free to contact me with any questions.

Respectfully,

Bruce McGee

310 Foundation Ave.

Laurel, MT

406 321-0329

bruce.mcgee310@gmail.com

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Thompson Painter Law Pc For The Provision Of Civil Legal Services For The City Of Laurel.

#### **RESOLUTION NO. R22-**\_\_

## A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THOMPSON PAINTER LAW PC FOR THE PROVISION OF CIVIL LEGAL SERVICES FOR THE CITY OF LAUREL.

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

Section 1: <u>Approval</u>. The Agreement between the City of Laurel and Thompson Painter Law PC, a copy attached hereto and incorporated herein, 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 Agreement on behalf of the City.

Introduced at a regular meeting of the City Member	Council on	, 2022, by Council
PASSED and APPROVED by the City C, 2022.	Council of the City of	Laurel this day of
APPROVED by the Mayor this day of	, 2022.	
	CITY OF LAURE	EL
	Dave Waggoner, I	Mayor
ATTEST:		
Bethany Langve, Clerk-Treasurer		
Approved as to form:		
Sam S. Painter, Civil City Attorney		

#### **CIVIL CITY ATTORNEY CONTRACT**

THIS AGREEMENT, made and entered into by and between the City of Laurel, hereinafter referred to as Client, and Thompson Painter Law PC hereinafter referred to as "Attorney."

ATTORNEY CLIENT RELATIONSHIP: Client hereby employs Attorney to exercise and perform the civil duties of the City Attorney for Client, which includes all civil matters assigned and directed by Client. Client's Mayor shall be the primary contact for Attorney and shall assign and direct the Attorneys' provision of services. Attorney agrees to provide his/her own office, staff and equipment at no additional charge to Client.

**FEES AND BILLING:** For services performed for Client by Attorney, Client agrees to pay Attorney \$200.00 per hour. In addition to the fees provided herein, Client agrees to reimburse Attorney for costs incurred during the course of representation. Attorney agrees to provide Client an invoice each and every month itemizing services rendered and costs incurred each and every month.

<u>COSTS:</u> Costs are defined as all filing fees, court costs, subpoena costs, certified driving records for defendants, mail costs, copies of video-taped or DVD evidence, depositions, court report charges, expert witness fees, expert reports, witness statements, and travel expenses except as set forth herein, and any other disbursements or expenses incurred by Attorneys while representing Client. Photocopies shall be reimbursed at \$.05 per page. These costs may be billed monthly by Attorneys and, if unpaid, shall bear interest at the rate of one percent (1%) per month.

Travel costs beyond local travel shall be undertaken only upon Client's request. Client shall reimburse Attorney his/her actual costs of travel (other than local) and pay per diem at rates established by the State of Montana.

**<u>DURATION:</u>** This contract shall immediately commence on January 22, 2022 and continue until terminated by the Parties. Attorney agrees to assist the newly retained City Attorney during the transition period.

**MODIFICATION AND TERMINATION:** This contact or any provision thereof may be modified at any time upon mutual consent expressed in a mutually signed writing. The contract may be terminated at any time by either party without cause.

DATED thisday of	, 2022.
CITY OF LAUREL	
Dave Waggoner, Mayor	
ATTEST.	
Bethany Langve, Clerk/Treasurer	
ATTORNEY:	
Sam S. Painter, Thompson Painter Law PC	

4. Resolution - Resolution Of The City Council Approving The Development Agreement Between The GL Development LLC, The Laurel Depot LLLP, And The City For The Development And Construction Of Low Income Housing To Be Located Within The City Of Laurel.

#### **RESOLUTION NO. R22-**

# RESOLUTION OF THE CITY COUNCIL APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE GL DEVELOPMENT LLC, THE LAUREL DEPOT LLLP, AND THE CITY FOR THE DEVELOPMENT AND CONSTRUCTION OF LOW INCOME HOUSING TO BE LOCATED WITHIN THE CITY OF LAUREL.

WHEREAS, representatives from the GL Development LLC, the Laurel Depot LLLP, and the City of Laurel hereinafter ("Parties") negotiated a Development Agreement that contains the terms and conditions required by the City for the development and construction of twenty-four apartments to be utilized for low-income housing for eligible and qualified residents; and

WHEREAS, the Development Agreement provides the duties, responsibilities, and requirements for all Parties' including, but not limited to, water, sewer, wastewater, street construction and improvements, and parking for the proposed development; and

WHEREAS, the Parties negotiated and prepared the attached Development Agreement that now requires the approval of the City Council since the Development Agreement, once approved, shall constitute a final, valid and enforceable agreement between the Parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana that the attached Development Agreement is hereby approved and that the Mayor and appropriate staff are hereby authorized to sign the Development Agreement on the City's behalf and take whatever steps required for perfection of the City's interest under the Development Agreement.

Introduced at a regular meeting of the City C	Council on, 2022, by Council Member
PASSED and APPROVED by the City, 2022.	Council of the City of Laurel this day of
APPROVED by the Mayor this day of _	, 2022.
	CITY OF LAUREL
	Dave Waggoner, Mayor
ATTEST:	
Bethany Langve, Clerk-Treasurer	
Approved as to form:	
Som S. Dointer Civil City Attorney	

Return to:

Laurel Depot LLLP c/ GL Development, LLC 4799 Echo Drive Helena, MT 59602

#### **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made this day of,
20, by and between GL Development, LLC, a Montana limited liability company, 4799
Echo Dr. Helena, MT 59602, hereinafter referred to as "DEVELOPER," Laurel Depot
LLLP, a Montana limited liability limited partnership, 4799 Echo Dr. Helena, MT 59602,
"OWNER", and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City
Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

**WHEREAS**, DEVELOPER is the owner of certain real property in the form of single tract situated in Yellowstone County, Montana, more particularly described as follows:

<u>LEGAL DESCRIPTION</u>; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as "Developer Tract" as well as all adjacent public right-of-way.

From the East end of the Center line of Section 8, Township 2 South, Range 24 East, thence S0° 25' 24"W along the section line a distance of 1,506.57 feet; thence N89° 34' 36"W a distance of 95.77 feet to the Point of Beginning, thence N89° 32' 52"W along the south line of Mace Subdivision a distance of 252.38 feet; thence S0° 25' 51"W along the east line of Bennett Subdivision a distance of 380.34 feet; thence S89° 45' 14"E along the north line of Certificate of Survey 1642 Amended and the Herman Addition a distance of 281.95 feet; thence N0° 25' 24" E along the 8<sup>th</sup> Avenue Right-of-Way line a distance of 76.38 feet; thence N13° 36' 37"WN0°2alongthesamelineadistanceof54.10feet; thence 5' 24"E along the same line a distance of 207.18 feet; thence N89° 34' 36"W along the same line a distance of 16.40 feet; thence N0° 25' 24"E along the same line a distance of 43.29 feet back to the Point of Beginning. [KPJ1]

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. \_\_\_\_\_\_ for the Developer Tracts. Approval of an amended Certificate of Survey and the issuance of building permits is contingent upon the execution of this Development Agreement executed by and between CITY, OWNER and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

- 1. <u>Development Summary.</u> The Development consists of the new construction of 24 apartments for low-income residents consisting of four 1-story buildings with associated site improvements, including parking, driveways, sidewalks and landscaping.
- 2. <u>Variances.</u> The following proposed code variances are hereby consented to and approved by the City: 1) [17.16.020] At future extension of 2<sup>nd</sup> Street along the south property line, reduction of Side-Adjacent-to-Street setback for residential district RMF from 20-feet to 13-feet. 2) [17.16.020] Reduction of minimum required district size from 2.07 acres to 1.946 acres due to the granting of 0.413 acres of the parcel to City of Laurel as Right-of-Way at 3<sup>rd</sup> Street, 8<sup>th</sup> Avenue and 2<sup>nd</sup> Street edges of the parcel. 3) [17.08.800] Reduction in width of standard parking space from 10-feet in width to 9-feet in width. 4) [17.40.090-A-2] Reduction in off-street required parking from 1.5 spaces per unit to 1.42 spaces per unit since it is anticipated that four residents will be non-driving or will only own one vehicle and to provide for additional accessible parking spaces beyond the minimum required number accessible spaces.

<u>Roads and Access.</u> The Developer Tract shall be accessible by access from 8<sup>th</sup> Avenue from two new approaches constructed to City of Laurel standard design.

- 3. Roads and Access. The Developer Tract shall be accessible by access from 8<sup>th</sup> Avenue from two new approaches constructed to City of Laurel standard design. The Developer shall install curb, gutter, sidewalk and roadway along the northern boundary of the property along W. 3<sup>rd</sup>Street.
- 4. <u>Sanitary Sewer.</u> Developer Tract shall be served by the City wastewater system. Each building will have an independent connection to sanitary sewer mains located in 3<sup>rd</sup> Street and 8<sup>th</sup> Avenue. <u>The Sanitary Sewer system design must be reviewed and approved by the City of Laurel and the Department of Environmental Quality, if applicable.</u>
- 5. <u>Water.</u> Developer Tract shall be served by the City water system. The project is served by central meter room feed from the water main located in 8<sup>th</sup> Avenue. Separate piping for domestic water and fire service is being provided. The project is served by a single water meter as water will be included in tenant's rent. The Water system design must be reviewed and

approved by the City of Laurel and the Department of Environmental Quality, if applicable.

6. <u>Storm Drain.</u> The surface storm water and roof drains will surface-drain to two shallow surface detention ponds; and, surface storm water and roof drains will connect directly to buried storm piping sloping to a buried storm water detention structure consisting of a lined buried boulder absorption pit with a controlled overflow outlet to the City storm main located in 8<sup>th</sup> Avenue. <u>The Stormwater system design must be reviewed and approved by the City of Laurel and the Department of Environmental Quality, if applicable.</u>

6.

- 7. <u>Rights-of-Way.</u> The Development includes the dedication of R.O.W to the City of Laurel including 0.176 acres at 3<sup>rd</sup> Street at the north property line, 0.031 acres at 8<sup>th</sup> Avenue at the east property line, and 0.206 acres at the south property line for a future west extension of 2<sup>nd</sup> Street.
- 8. <u>Zoning.</u> The Property is zoned Residential Multi-Family (RMF).
- 9. <u>Compliance.</u> Except as set forth in Section 2 above, nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
  - 10. <u>Runs with Land.</u> The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
  - 11. <u>Attorney's Fees.</u> In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
  - 12. <u>Amendments and Modifications.</u> Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

day and year first above written. "DEVELOPER" GL DEVELOPMENT, LLC By: Eugene Leuwer Title: Manager ) STATE OF MONTANA :ss County of Lewis and Clark ) On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as\_\_\_\_\_\_ of DEVELOPER, and who acknowledged to me that said DEVELOPER executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written. Notary Public in and for the State of Montana Printed name:\_\_\_\_\_\_\_Residing at:\_\_\_\_\_\_

My commission expires:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the

		AUREL DEPOT LLLP Montana limited liability limited partnership	
	By:	Echo Development 2019 LLC, a Montana limited liability company, its General Partner	
		By:	
		Eugene Leuwer, its Manager	
STATE OF MONTANA	s		
County of Lewis and Clark )			
and for the State of Montana,	personally appeared	, 20, before me, a Notary Public in	
OWNER, and who acknowled		of of OWNER executed the same.	
IN WITNESS WHERI Seal the day and year hereinab		to set my hand and affixed my Notarial	
	•	Public in and for the State of Montana name:	
	Residir	ng at:	
	My cor	mmission expires:	

This Agreement is hereby appropriately appro	roved and accepted by City of Laurel, this day or
"CITY"	CITY OF LAUREL, MONTANA
	By:
	Attest:City Clerk
STATE OF MONTANA ) :ss County of Yellowstone )	
On this day of the State of Montana, personally appe	, 20, before me, a Notary Public for eared, and , known to me to be the Mayor and City Clerk
respectively, of the City of Laurel, Me	ontana, whose names are subscribed to the foregoing wledged to me that they executed the same on behalf
	Notary Public in and for the State of Montana Printed name: Residing at: My commission expires:
Approved as to Form:	
City Attorney	

5. Resolution - Resolution Of The City Council Authorizing The Yellowstone County Treasurer To Remove The United States Postal Service From The Official County Tax Rolls.

#### **RESOLUTION NO. R22-**

## RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE YELLOWSTONE COUNTY TREASURER TO REMOVE THE UNITED STATES POSTAL SERVICE FROM THE OFFICIAL COUNTY TAX ROLLS.

WHEREAS, representatives from the United States Postal Service notified the Yellowstone County Treasurer that they had wrongly assessed and billed \$1424.30 in light district fees and street maintenance fees on behalf of the City of Laurel; and

WHEREAS, federal law prohibits state and local governments from levying taxes upon the United States Postal Service; and

WHEREAS, based on the federal law prohibiting state and local taxation, the City of Laurel concurs that the taxes were levied in error by Yellowstone County and the request to remove the Postal Service in Laurel from the County Tax Rolls is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana that the City Council hereby consents and agrees that the United States Postal Service located in Laurel should be removed from the Tax Rolls of Yellowstone County.

Introduced at a regular meeting of the C	ity Council on	, 2022, by Council Member
PASSED and APPROVED by the C, 2022.	City Council of the C	ity of Laurel this day of
APPROVED by the Mayor this day of	of, 2022.	
	CITY OF LAURE	L
	Dave Waggoner, M	Iayor
ATTEST:		
Bethany Langve, Clerk-Treasurer		
Approved as to form:		
Sam S. Painter, Civil City Attorney		



November 9, 2021

Yellowstone County Treasurer PO Box 35010 Billings, MT 59107-5010

RE: Parcel ID/Geo Code: 03-0821-09-3-48-01-0000

This is in response to Property Tax Bills received.

The referenced property is owned by the United States Postal Service. The U.S. Postal Service is an "independent establishment of the Executive Branch of the Government of the United States," 39 U.S.C. § 201, and was created pursuant to the constitutional mandate for Congress "to establish Post Offices and Post Roads." U.S. Const. Art. I, Sec. 8, cl. 3. It has been settled since McCulloch v. Maryland, 17 U.S. (4 Wheat) 316 (1819) that the Supremacy Clause of the U.S. Constitution, U.S. Const. Art VI, Cl. 2, shields the federal government, its agencies and instrumentalities from all forms of state and local taxation; therefore, the Postal Service is immune from state and local taxation. United States v. City of Huntington, 999 F.2d 71 (4th Cir. 1993), cert denied, 114 S. Ct. 1048 (1994) ("service fees" charged to the Postal Service as property owner are a tax that cannot be imposed against Postal Service): United States v. Harford Co., Md., 572 F.Supp. 239 (D.Md.1983) (Postal Service immune from special assessments for county water and sewer construction projects); Mullen Benev. Corp. v. United States, 290 U.S. 89, 54 S.Ct. 38, 78 L.Ed. 192 (1933) (United States immune from liability for "taxes in the nature of reassessments for sewers and sidewalks."); see also Federal Reserve Bank v. Metro Center Improvement District # 1, 657 F.2d 183 (8th Cir.1981), aff'd, 455 U.S. 995, 102 S.Ct. 1625, 71 L.Ed.2d 857 (1982) (federal immunity from taxation includes immunity from special assessment on real estate owned by federal instrumentality).

The Postal Service has no objections to paying fees that bear some reasonable relationship to actual use of a service; however, the charges of **\$1,424.30** bear no relationship at all to any services used by the Postal Service. Therefore, the Postal Service respectfully declines to make a payment as it is under no obligation to do so.

Please remove the Postal Service from the property tax rolls and adjust future records accordingly. Thank you for your cooperation in this matter. Please contact me if you have any questions or comments.

Sincerely,

Connie James

leanne of m

Facilities Contract Specialist 7500 E. 53<sup>rd</sup> Place Room 1108 Denver, CO 80266

Connie.y.james@usps.gov

cc: USPS Attorney – Joseph Fray Joseph.B.Fray@usps.gov

**Sherry Long** 

#### **COUNTY TAX BILL 2021 REAL ESTATE**

Phone: (406) 256-2802 Website: www.yellowstonecountymt.gov/treasurer

Yellowstone County Treasurer

P.O. Box 35010 Billings, MT 59107-5010

IMPORTANT TAX BILL ENCLOSED

176"2""G48""0.43""1/2"""""""""ALL FOR AADC 590 UNITED STATES POSTAL SERVICE MAIL TO: ADMINISTRATIVE SERV PO BOX 9998 LAUREL MT 59044

րարհարկիսնվիվելիրիի հարժականի հիրդիի

TAX CODE: B00748

LEVY DISTRICT: 7: LAUREL INSIDE

Property Location: 614 1ST AVE Legal Description: LAUREL HEIGHTS SUBD, S09, T02 S, R2# E, BLOCK 20, Lot 1 - 10

Valuation Type	Market Value	Taxable Value
Real Estate	171,277.00	0.00
mprovements	0.00	0.00
Personal Property	0.00	0.00

**DELINQUENT TAXES** YEAR **AMOUNT** 

**GENERAL TAX DETAIL** 

Levy Description (Continued)

35.61 ccfee

Levy Description

**Total General Taxes** 

0.00 Please review the back of the tax bill for Dist. Breakdown and

SPECIAL ASSESSMENTS			further information.	
Description		Code	1st Half	2nd Half
	AUREL LIGHT DIST #2 AUREL STREET MAINT	LL#2 LSM	64.01 648.15	64.00 648.14

\*-Voted as a new levy/charge for 2021
\*\*\*-Voted to exceed Statutory Authority

\*\*-Voted to increase the levy/charge for 2020

Total Special Assessments Total Taxes Due Current Year Please fold on perforation BEFORE tearing 712.16

712.14 712.14

2021 2ND HALF PAYMENT STUB

Remember - Mark this date on your calendar!

Payment Due: 05/31/2022

Tax Code: B00748

Property Tax Assistance eligibility reflected in amount due for current tax year

If you are low income, elderly, 100% disabled veteran, or had a large increase in your property taxes due to reappraisal, you may qualify for tax assistance. For more information, contact the Montana Department of Revenue, Billings Office at (406) 896-4000 or email dorprop3a@mt.gov.

UNITED STATES POSTAL SERVICE MAIL TO: ADMINISTRATIVE SERV PO BOX 9998 LAUREL MT 59044



\$712.14

NO SECOND HALF NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. STUBS MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX RECEIPT INCLUDE A SELF ADDRESSED STAMPED ENVELOPE.

RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT TO:

YELLOWSTONE COUNTY TREASURER P.O. BOX 35010 BILLINGS MT 59107-5010 -ինմելՈւդրվիլինել||Մեկ||ՄերիլիակՈւդիլին

Please fold on perforation BEFORE tearing

2021 1ST HALF OR FULL YEAR PAYMENT STUB

Payment Due: 11/30/2021

Tax Code: B00748

\$1,424.30

\$712.16

6. Draft City Council Agenda for January 25, 2022.



# AGENDA CITY OF LAUREL CITY COUNCIL MEETING TUESDAY, JANUARY 25, 2022 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 January 11, 2022.

#### Correspondence

2. Beartooth RC&D Correspondence.

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

#### **Public Hearing**

#### **Consent Items**

#### NOTICE TO THE PUBLIC

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

- 3. Claims Entered Through January 21, 2022.
- 4. Approval of Payroll Register for PPE 1/9/2022 totaling \$205,966.28.

#### **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**

5. Appointment of Ryan Roche to the Police Reserves.

- 6. Appointment of Bruce McGee to the Emergency Services Committee.
- 7. Resolution A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Thompson Painter Law Pc For The Provision Of Civil Legal Services For The City Of Laurel.
- 8. Resolution Resolution Of The City Council Approving The Development Agreement Between The GL Development LLC, The Laurel Depot LLLP, And The City For The Development And Construction Of Low Income Housing To Be Located Within The City Of Laurel.
- 9. Resolution Resolution Of The City Council Authorizing The Yellowstone County Treasurer To Remove The United States Postal Service From The Official County Tax Rolls.

#### **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**