



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, JUNE 25, 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**

1. Re-appointment of Ken Olsen to the Cemetery Commission for a two-year term ending June 30, 2021.

**Executive Review**

2. Motion to approve Council Member Klose to be absent from the City of Laurel for more than ten days (LMC 2.12.060)
3. Resolution: A Resolution Of The City Council Granting Permission For A Property Owner To Utilize Decorative Concrete Within The Boulevard That Adjoins The Owner's Property Located In The City Of Laurel.
4. Resolution: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Encode Corporation For Replacement Of Two Condensor Units At The Fire, Ambulance And Police Building.

**Council Issues**

5. Update on Handicap Parking
6. Ordinance Discussion

**Other Items**

**Review of Draft Council Agendas**

7. Review of Draft Council Agenda for July 2, 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.

**DATES TO REMEMBER**

**Item Attachment Documents:**

1. Re-appointment of Ken Olsen to the Cemetery Commission for a two-year term ending June 30, 2021.



## CITY OF LAUREL

### BOARDS, COMMISSIONS, AND COMMITTEES

### REAPPOINTMENT FORM

Date: 6-19-19

Name of Member: KEVIN LSON

I presently serve on the CEMETERY and wish  
(Board/Commission/Committee)  
to be considered for reappointment to another term.

Signature: Kevin Lson

Date: 6-19-19

Please submit this form to: Administrative Assistant  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044

**Item Attachment Documents:**

3. Resolution: A Resolution Of The City Council Granting Permission For A Property Owner To Utilize Decorative Concrete Within The Boulevard That Adjoins The Owner's Property Located In The City Of Laurel.

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

**A RESOLUTION OF THE CITY COUNCIL GRANTING PERMISSION FOR A PROPERTY OWNER TO UTILIZE DECORATIVE CONCRETE WITHIN THE BOULEVARD THAT ADJOINS THE OWNER'S PROPERTY LOCATED IN THE CITY OF LAUREL.**

WHEREAS, the owner of the property located at 401 East 4<sup>th</sup> Street, in the City of Laurel, desires to change the boulevard that adjoins his property from grass to decorative concrete; and

WHEREAS, Chapter 12.32.010 of the Laurel Municipal Code Laurel currently requires all boulevard's to be kept in grass and trees unless specific permission is granted for other purposes; and

WHEREAS, the property owner has filed a written request, in the attached letter which is hereby incorporated herein, seeking the City Council's permission to install decorative concrete to replace the existing grass along his property which will improve the appearance of his property and reduce the maintenance required for the grass; and

WHEREAS, based on the location of the request, the City Council finds no reason to deny the request since the overall purpose of the City Code will remain unaffected regardless of the exception granted the property owner.

NOW THEREFORE BE IT RESOLVED the City Council of Laurel hereby grants permission, pursuant to Chapter 12.32.010 of the Laurel Municipal Code, to the property owner at 401 East 4th Street, Laurel Montana, to change a portion of the boulevard located along 4<sup>th</sup> Street near the property from grass to decorative concrete as described in the attached letter; and

BE IT FURTHER RESOLVED, if the property owner removes the decorative concrete he/she shall return the same to grass. Tree Planting shall remain in accordance with the Laurel Municipal Code.

Introduced at a meeting of the City Council on \_\_\_\_\_, 2019, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this \_\_\_ day of \_\_\_\_\_ 2019.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter Civil City Attorney



Hi, My name is Josh Guptill and live at 401 East 4th Street in Laurel. I would like to concrete in my boulevard. I have a permit and am replacing my city sidewalk and drive approach. I will put tree rings around my trees and want to improve the look of my property by pouring colored concrete in my boulevard. It will look amazing and cut down the maintenance for us keep.

Thanks

Josh Guptill



**Item Attachment Documents:**

4. Resolution: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Encode Corporation For Replacement Of Two Condensor Units At The Fire, Ambulance And Police Building.

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

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH ENCODE CORPORATION FOR REPLACEMENT OF  
TWO CONDENSOR UNITS AT THE FIRE, AMBULANCE  
AND POLICE BUILDING.**

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

Section 1: Approval. The Contract between the City of Laurel and Encode Corporation relating to air conditioning repairs, specifically replacement of two condenser units, at the City's Police, Fire and Ambulance Building. A copy of the Contract is attached hereto, is hereby approved.

Section 2: Execution. 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 the City Council on July \_\_, 2019, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this \_\_\_\_<sup>th</sup> day of July, 2019.

APPROVED by the Mayor this \_\_\_\_<sup>th</sup> day of July, 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 2<sup>nd</sup> day of July 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 Encode Corporation, a contractor licensed to conduct business in the State of Montana, whose address is 111 Florine Ln, 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 June 21, 2019, 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 ten thousand one hundred dollars and no cents (\$10,100.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY'S RESPONSIBILITIES**

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

### **SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION FIVE INDEMNITY AND INSURANCE**

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

## **SECTION SIX COMPLIANCE WITH LAWS**

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

## **SECTION SEVEN NONDISCRIMINATION**

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

## **SECTION EIGHT DEFAULT**

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

## **SECTION NINE TERMINATION**

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

**SECTION TEN**  
**GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN**  
**ATTORNEY FEES**

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

**SECTION TWELVE**  
**ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH**  
**ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN**  
**SEVERABILITY**

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

**SECTION FIFTEEN**  
**PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 2<sup>nd</sup> DAY OF JULY 2019.

CITY OF LAUREL

CONTRACTOR

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Thomas C. Nelson, Mayor

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Encode Corporation

ATTEST:

Employer Identification Number

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Bethany Langve, Clerk/Treasurer

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**ENERGY CONTROL DEVICES**

111 Florine Ln. Billings, MT 59101 Phone (406) 245-2520 Fax (406) 245-5184  
Email – encode@encodecorp.com

Presented to:  
Laurel Safety Complex  
25 W 1<sup>st</sup> St.  
Laurel, MT. 59044

06-21-2019

Attn: Chief Stan Langve

Encode Corporation hereby proposes to provide and install (2) two new R-410a outdoor condenser units to replace the old units that have failed. One unit has a compressor out, both units have been degraded by being hauled out over last 2 years. Finally, these units use R-22 refrigerant which is being phased out by EPA policies. This project includes the install of new TX valves, re-using existing evap coils, removal and disposal of old condensers, lift, install and verify operation of new condensers.

Cost: \$10,100.00

Acceptance:  
You are hereby given notice to proceed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please let me know if you have any questions or we can be of service in any aspect.

Sincerely,

*Daniel E. Massey*

Daniel E. Massey  
Vice President  
Encode Corp

File: LPDCondensers – '19

**Item Attachment Documents:**

7. Review of Draft Council Agenda for July 2, 2019.



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, JULY 02, 2019  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R19-32

NEXT ORD. NO.  
O19-02

**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 June 18, 2019.

**Correspondence**

2. Jerry Williams Resignation Letter

**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 for the month of June 2018.
4. Clerk/Treasurer Financial Statements for the month of May 2019.
5. Approval of Payroll Register for PPE 6/16/2019 totaling \$175,312.40.
6. Receiving the Committee/Board Minutes into the Record.

Budget/Finance Minutes of June 18, 2019.

Council Workshop Minutes of June 25, 2019.

Laurel Airport Authority Minutes of May 21, 2019.

Tree Board Minutes of June 6, 2019.

City/County Planning Board Minutes of July 19, 2018.

City/County Planning Board Minutes of June 6, 2019.

Laurel Urban Renewal Agency 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. Re-appointment of Ken Olsen to the Cemetery Commission for a two-year term ending June 30, 2021.
8. Motion to approve Council Member Klose to be absent from the City of Laurel for more than ten days (LMC 2.12.060)
9. Resolution: A Resolution Of The City Council Granting Permission For A Property Owner To Utilize Decorative Concrete Within The Boulevard That Adjoins The Owner's Property Located In The City Of Laurel.
10. Resolution: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Encode Corporation For Replacement Of Two Condensor Units At The Fire, Ambulance And Police Building.

### **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**

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### **DATES TO REMEMBER**