



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, NOVEMBER 02, 2021
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. Resolution - A Resolution Of The City Council Approving A Memorandum Of Understanding Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.
2. Resolution - A Resolution Authorizing A Lease Agreement Between The City Of Laurel And Laurel American Legion Post #123, For The Construction And Use Of City Owned Property For A Parking Lot Near The City's Cemetery.
3. Motion To Allow Council Member Sparks To Be Absent From The City Of Laurel For More Than Ten Days. (LMC 2.12.060)

Council Issues

4. Discussion on Disbanding LURA/Ceasing the LURA Grant Program
5. Discussion on Downtown Parking Study
6. Update On Clean-Up Efforts on Fir Avenue.
7. Update on IronHorse Subdivision - Has Building Begun

Other Items

Review of Draft Council Agendas

8. Draft Council Agenda of November 9, 2021.

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

File Attachments for Item:

1. Resolution - A Resolution Of The City Council Approving A Memorandum Of Understanding Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

RESOLUTION NO. R21-___

A RESOLUTION OF THE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAUREL AND LOCAL UNION LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME.

WHEREAS, the City of Laurel and the above Union have an existing contract in place (“CBA”) which includes a provision for newly hired employees to be paid \$1.00 less per hour than his/her classification grade for a twelve-month probation period; and

WHEREAS, the City recently hired an Animal and Parking Officer who will fill the position beginning in November, 2021; and

WHEREAS, the successful candidate worked over 20 years for the City as a police officer and the reduced salary during the probation period required by the CBA work create a hardship for the employee who will be taking a substantial less in salary for this position; and

WHEREAS, the Chief of Police and President of the Union have negotiated a Memorandum of Agreement (“MOU”) between the City and Union to allow the newly hired Animal and Parking Officer to collect the full salary from his start date forward rather than the \$1.00 per hour reduction as provided in the CBA; and

WHEREAS, the parties specifically agree that the MOU is intended to apply to this employee and this unique situation only and does not constitute an amendment of any kind to the CBA or a past or current practice on either party’s behalf.

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

Section 1: Approval. The attached MOU between the City of Laurel and the Union is hereby approved. In accordance with the terms of the agreement, such approval is retroactive to November 1, 2021 or the date the employee begins work.

Section 2: Execution. The Mayor and City Clerk-Treasurer are authorized to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ___ day of _____, 2021.

APPROVED by the Mayor this ___ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

File Attachments for Item:

2. Resolution - A Resolution Authorizing A Lease Agreement Between The City Of Laurel And Laurel American Legion Post #123, For The Construction And Use Of City Owned Property For A Parking Lot Near The City's Cemetery.

RESOLUTION NO. R20-__

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF LAUREL AND LAUREL AMERICAN LEGION POST #123, FOR THE CONSTRUCTION AND USE OF CITY OWNED PROPERTY FOR A PARKING LOT NEAR THE CITY'S CEMETERY.

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

Section 1: Approval. The existing Lease Agreement between the City of Laurel and the Laurel American Legion Post #123 for leasing City owned property located near the City Cemetery for the construction and use as a public parking lot for individuals visiting the City's Cemetery as well as the Yellowstone National Cemetery. A copy is attached hereto for convenience.

Section 2: Terms and Conditions. All terms and conditions of the Lease Agreement negotiated by the Parties are hereby approved.

Section 3: Effective date. The effective date for the Lease Agreement is the date approved by the City Council.

Introduced at a regular meeting of the City Council on _____, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____day of _____2021.

APPROVED by the Mayor this ____ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

LEASE AGREEMENT

THIS LEASE, made and entered into this ____ day of _____, 2021, by and between the City of Laurel, whose business address is PO Box 10, Laurel, Montana hereinafter called "Lessor", and the Laurel American Legion Post #123, whose business address is Box 211, Laurel, Montana hereinafter called "Lessee".

I.

LEASED PREMISES

Lessor, in consideration for the rent agreed to be paid by Lessee, and in consideration of the covenants and agreements hereinafter expressed on the part of the Lessee to be kept and performed, does hereby lease to Lessee, real property owned by Lessor, hereinafter referred to as the "Leased Premises" and specifically legally described as:

[DESCRIPTION OF REAL PROPERTY]

II.

TERM

The term of the lease shall be for 25 years and shall commence on the date the City Council approves the lease and shall expire and terminate 25 years thereafter unless an additional 25 year term is requested by the Lessee. The second 25 year term shall automatically renew upon notification by Lessee in a signed writing delivered to the City Clerk Treasurer on or before the date of expiration. Either party may terminate the lease as hereinafter provided.

III.

RENT

Lessee agrees to pay annual rent of fifty dollars per year (\$50.00), not to be prorated for a short year.

IV.
SECURITY DEPOSIT

The parties acknowledge Lessee will not make a deposit with Lessor as a security deposit for the Lessee's faithful performance of Lessee's obligations under the Lease Agreement.

V.
USE OF LEASED PREMISES

The Leased Premises may be used by the Lessee to construct, manage and operate a parking lot for guests visiting the Laurel City Cemetery and Yellowstone National Cemetery. Lessor is providing unimproved land through this lease for the lawful use of the Leased Premises. Lessee intends to construct a parking lot on the Leased Premises. Lessee shall comply with all applicable City permits, building and construction standards and codes applicable to the construction, maintenance and upkeep during the term of this lease.

Lessee shall not cause or permit anything to be done on or about said property, or which shall in any way tend to create a nuisance or dangerous condition on the Leased Premises at any time.

VI.
PROPERTY TAXES

The Lessor retains all responsibility for payment of the real property taxes on the Leased Premises.

VII.
REPAIRS

Lessee acknowledges that it is taking the Leased Premises "as is" and without improvements. Lessee agrees, at its own costs and expense, to design and construct the parking lot pursuant to the appropriate public work standards and that after construction, Lessee shall maintain the Leased Premises and make all necessary repairs to the parking lot surface during the term of the Lease and/or any renewal thereof. Lessee acknowledges that it is improving the Leased

Premises, at its own expense, and upon expiration or termination of the lease, Lessor will retake possession of the Lease Premises along with all the improvements. Lessee hereby waives any right to ownership or compensation for all improvements to the Leased Property hereunder. Lessee shall perform weed maintenance as required.

VIII.

LIENS

Lessee shall keep the Leased Premises and the property on which the premises are situated free from any liens arising out of any work performed for Lessee, material furnished to Lessee or obligations incurred by Lessee.

IX.

DAMAGE OR DESTRUCTION

In the event of damage or destruction of all or any part of the Leased Premises, Lessor shall have the option of terminating this Lease within thirty (30) days after said damage to the Leased Premises is repaired or remediated or the property returned to its original condition.

X.

DEFAULT

Should default be made in the payment of any of the rent or other obligations hereunder when due, or should the Lessee or its agents or employee violate any of the terms, conditions, or covenants of this Lease, or should the Lessee vacate or abandon the Leased Premises or any part thereof, the Lessor may at Lessor's option, after giving ten (10) days written notice thereof by certified mail to Lessee at Lessee's address, provided herein, to cure the default, re-enter and take possession of said Leased Premises.

XI.

HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to hold Lessor free and harmless from any liability and claim for damages by reason of any injury to

any person or persons, including agent or employees of Lessee, or property of any kind whatsoever and to whomever belonging, including property of Lessee, from any cause whatsoever, while in, upon, or in any way connected with the Leased Premises or appurtenances adjacent thereto, during the term of this Lease, or any extension or additional time during which the Lessee may remain in possession of said Leased Premises. Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person whosoever may be at any time be using or occupying or visiting the Leased Premises or be in, on, or about the Leased Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than that of the matters of things above set forth.

Lessee shall indemnify Lessor against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at anytime. The two preceding sentences shall not apply to loss, injury, death, or damages arising by reason of the negligence or misconduct of the Lessor, its agents, or employees.

Prohibition of involuntary assignment. Neither this lease agreement nor the leasehold estate of Lessee nor any interest of Lessee under this lease agreement in the Leased Premises or in the improvements on the Leased Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever; any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

XII.
INSPECTION OF PREMISES

Lessor and his agent have the right to enter on the Leased Premises to inspect the Leased Premises and see that no damage has been done or is done, and to protect any and all rights of Lessor and to post such reasonable legal notices as Lessor may desire to protect any and all rights of Lessor.

XIII.
ATTORNEY FEES IN LEGAL ACTION

In the event that either party hereto shall bring legal action against the other party, then the prevailing party shall be entitled to reimbursement from the other party for all expenses incurred, including reasonable attorneys fees.

XIV.
INSURANCE

A. Comprehensive General Liability Insurance. Lessee shall maintain in effect throughout the term of this Lease Agreement comprehensive general liability insurance insuring Lessee against any liability arising out of this Lease Agreement or the use, occupancy, or maintenance of the Leased Premises and all areas appurtenant to the Leased Premises. Such insurance shall be in the amount of no less than \$1,000,000 combined single limit for injury to or death of one or more person in an occurrence, and for damage to tangible property (including loss of use) in any one occurrence. The insurance policy shall ensure the hazards of the Leased Premises and operations conducted in and on the Leased Premises, independent contractor, contractual liability (covering the indemnity included in this Lease Agreement), and shall name Lessor as an insured party, as its interest may appear. Lessor shall be furnished with a copy of the Certificate of Insurance. Such coverage shall be primary and non-contributing with any insurance carried by Lessor. The liability insurance policy shall contain endorsements requiring thirty (30) days written notice to Lessor prior to any cancellation or any reduction in the amount of coverage.

XV.
TIME

Time is of the essence in this Lease.

XVI.
AGREEMENT IN COUNTERPARTS

This Agreement may be executed simultaneously, or in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XVII.
COMPLIANCE WITH LAWS AND REGULATIONS

Lessee, at its expense, shall promptly comply with all federal, state, and municipal laws, orders and regulations, and with all lawful directives of public officers, which impose any duty upon it or Lessor with respect to the Leased Premises. The Lessee, at its expense, shall obtain all required licenses and permits for the conduct of its business with the terms of this Lease, or for the making of repairs, alterations, improvements, or additions. Lessor, when necessary, will join with the Lessee in applying for all such permits or licenses.

XVIII.
SURRENDER UPON TERMINATION

At the expiration of the lease term, the Lessee shall surrender the Leased Property in as good condition as it was at the beginning of the term, reasonable use and wear excepted.

XIX.
MISCELLANEOUS TERMS

A. Notices. Any notice, statement, demand, or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Lessee at the premises, or to the Lessor at the address set forth above.

B. Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

C. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

D. Complete Agreement. This constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

E. Successor. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Lessor or Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

LESSOR:

Mayor, City of Laurel

ATTEST:

City Clerk Treasurer

LESSEE:

Laurel American Legion Post #123

File Attachments for Item:

5. Discussion on Downtown Parking Study

RESOLUTION NO. R00-13

**DIAGONAL PARKING ON COLORADO AND MONTANA AVENUES
FROM MAIN TO FIRST STREET ON A TRIAL BASIS.**

WHEREAS, the TCSP Grant has generated sufficient interest to try diagonal parking; and

WHEREAS, the streets of Montana Avenue and Colorado Avenue have businesses that would benefit from increased parking availability.

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

That the Public Works Department develop signage for diagonal parking and stripe the appropriate spaces along Montana and Colorado Avenues.

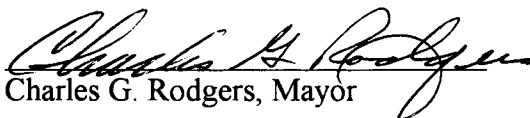
That this resolution shall be effective for a trial basis of six months and shall expire after that date. The effective date of this resolution shall be July 1, 2000.

Introduced at a regular meeting of the City Council on April 18, 2000, by Alderman Olson.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of April, 2000.

APPROVED by the Mayor this 18th day of April, 2000.

CITY OF LAUREL


Charles G. Rodgers, Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:


V. Joe Leckie, City Attorney

RESOLUTION NO. R02-61

**RESOLUTION FOR DIAGONAL PARKING ON COLORADO AVENUE,
MONTANA AVENUE, AND SECOND AVENUE FROM
MAIN STREET TO FIRST STREET.**

WHEREAS, diagonal parking is a key feature to the downtown revitalization; and

WHEREAS, the streets of Montana Avenue, Colorado Avenue, and Second Avenue have businesses that would benefit from increased parking availability; and

WHEREAS, the trial period for diagonal parking has been completed.

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

That the Public Works Department develop signage for diagonal parking and stripe the appropriate spaces along Montana Avenue, Colorado Avenue, and Second Avenue from Main Street to First Street.

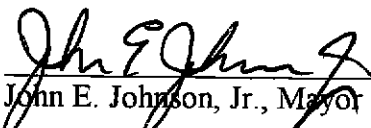
The effective date of this resolution shall be September 3, 2002.

Introduced at a regular meeting of the City Council on September 3, 2002, by Alderman Mears.

PASSED and APPROVED by the City Council of the City of Laurel this 3rd day of September, 2002.

APPROVED by the Mayor this 3rd day of September, 2002.

CITY OF LAUREL




John E. Johnson, Jr., Mayor

ATTEST:



Mary K. Embleton, Clerk-Treasurer

Approved as to form:



Matthew Erikson, City Attorney

File Attachments for Item:

8. Draft Council Agenda of November 9, 2021.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, NOVEMBER 09, 2021
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 October 26, 2021.
2. Approval of Special City Council Minutes of October 28, 2021.

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 November 5, 2021.
4. Approval of Payroll Register for PPE 10/31/2021 totaling \$_____.
5. Special Council Workshop Minutes of August 30, 2021.

Ceremonial Calendar

Reports of Boards and Commissions

6. Budget/Finance Committee Minutes of September 28, 2021.
7. Budget/Finance Committee Minutes of October 12, 2021.
8. Budget/Finance Committee Minutes of October 26, 2021.

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

9. Resolution - A Resolution Of The City Council Approving A Memorandum Of Understanding Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.
10. Resolution - A Resolution Authorizing A Lease Agreement Between The City Of Laurel And Laurel American Legion Post #123, For The Construction And Use Of City Owned Property For A Parking Lot Near The City's Cemetery.
11. Motion To Allow Council Member Sparks To Be Absent From The City Of Laurel For More Than Ten Days. (LMC 2.12.060)

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