



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, DECEMBER 10, 2019  
6:30 PM  
CITY COUNCIL CHAMBERS**

NEXT RES. NO.  
R19-87

NEXT ORD. NO.  
O19-03

**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 November 26, 2019.

**Correspondence**

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

2. Ordinance No. O19-03 An Ordinance Amending The Laurel Municipal Code For The Purpose Of Changing City Park Hours Pursuant To 12.28.060. (PH 12.10.2019)

**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 November 2019.
4. Approval of Payroll Register for PPE 12/1/2019 totaling \$236,171.58.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

5. Reports of Boards and Commissions  
City/County Planning Board Minutes of November 20, 2019.

### **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**

- [6.](#) Resolution No. R19-87: A Resolution Authorizing The Mayor To Execute A Lease Agreement With The American Legion And Laurel Little League For Baseball Facilities As Described In The Lease Agreements.
- [7.](#) Ordinance No. O19-03 An Ordinance Amending The Laurel Municipal Code For The Purpose Of Changing City Park Hours Pursuant To 12.28.060. (PH 12.10.2019)

### **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**

**Item Attachment Documents:**

1. Approval of Minutes of November 26, 2019.

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# MINUTES OF THE CITY COUNCIL OF LAUREL

NOVEMBER 26, 2019

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:34 p.m. on November 26, 2019.

COUNCIL MEMBERS PRESENT:	Emelie Eaton	Heidi Sparks
		Richard Herr
	Scot Stokes	Irv Wilke
	Richard Klose	Bill Mountsier

COUNCIL MEMBERS ABSENT: Bruce McGee

OTHER STAFF PRESENT: None

Mayor Nelson led the Pledge of Allegiance to the American flag.

Mayor Nelson asked the council to observe a moment of silence.

### MINUTES:

Motion by Council Member Eaton to approve the minutes of the regular meeting of November 12, 2019, as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

**CORRESPONDENCE:** None.

**COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS:** None.

**PUBLIC HEARING:** None.

### CONSENT ITEMS:

- **Claims for the month of November 2019 in the amount of \$120,174.00.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of October 2019.**
- **Approval of Payroll Register for PPE 11/3/2019, totaling \$192,474.58.**

The mayor asked if there was any separation of consent items. There was none.

Motion by Council Member Eaton to approve the consent items as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

### CEREMONIAL CALENDAR:

- Arbor Day Proclamation.

Mayor Nelson read the 2020 Arbor Day proclamation.

### REPORTS OF BOARDS AND COMMISSIONS:

- Budget and Finance Minutes of November 12, 2019.
- Public Works Minutes of October 21, 2019.
- Emergency Services Minutes of October 28, 2019.
- Park Board Minutes of November 7, 2019.
- LURA Minutes of September 16, 2019.

- City-County Planning Board Minutes of October 30, 2019.

**AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):**

Mandi Crable stated her address is actually in Billings; her address here is 215 W. 1<sup>st</sup> Street. She states that with all sincerity because in the last 14 months, she has spent over 2000 hours here ensuring there is an ambulance. She stated that she is speaking tonight so that instead of outside influences that you [Council] will take to heart what actual boots on the ground have to say. For the past 14 months it has been an absolute privilege and honor to be able to serve the residents of Laurel. To be given the opportunities to continually learn to grow as a provider to give the citizens access to highly quality emergency medical staff when they need it. That being said it is not about her or any of her colleagues sitting behind her or anybody on the crew. They are here for the residents, and that is why they are speaking tonight. To take anything away from the residents is the most dangerous choice that can be made. Its been made clear from day one that the struggle for response has been on the EMS side that solution was put into motion to change that. The solution is to hire five full-time EMT's. Hiring five full-time EMT's will provide coverage every day as well as taking the burden of 24/7 response off our volunteers. As much as she or anyone else loves volunteering, it doesn't pay their bills, unfortunately. For the five available positions currently six of our volunteers have applied. She stated she is not saying that all will be hired, it is not her place to say who's going to be hired and who's not. She stated she does believe that it speaks volumes to their desire to the residents of Laurel that our residents have access to an experienced, dedicated, and compassionate crew. A crew who knows this City already, a crew who knows its citizens and interacts with them on a regular basis, a crew who already has a positive professional relationship with Police, Fire, and Medical Community. A crew ready to provide the best services possible responding from right here in Laurel. She implores you [Council] to stop listening to outside influences who do not have our best interests of our citizens at heart. She stated she is aware that as of this afternoon, they are back to the original plan of five full-time EMTs. She thanked the public in support of their efforts to ensure when they call 911 that an ambulance from Laurel is ready to respond. She reminded everyone that now is not the time to make rash choices as the past 24 hours have shown. Our citizens lives depend upon it.

Reverend Jayson Nicholson, 320 7<sup>th</sup> Avenue, stated he volunteers as both a Firefighter and EMT in our town. He stated that the words tonight are not his own but those of Riley Hutchens, Director of Emergency Services. He read the following attached letter.

Levi Vandersloot, Shepard, stated he is the Deputy Director for the Laurel Ambulance. He stated that he grew up in Laurel his whole life, but currently live out in Shepard. He stated he came here to support his fellow EMT's. She stated that he is one of the only three paramedics out in Laurel and one that's in a leadership position. He stated he can't tell you how proud he is of the EMT's that we have out here and how great of a service they have. It wasn't four years ago that he was in their position being a brand new EMT coming to this Council and asking for change, and it fell on deaf ears. He stated he is hoping that we have a plan moving forward and that we stick with this plan. If there are any doubts from outside sources or any doubts from within the Council or the Mayor's Office that you come to them to discuss these doubts because they can ensure them the service they can provide this community. Last night after he was informed by Riley about the Mayor's decision, he received 13 phone calls from citizens asking him about this after they posted in on their page. He received two more resignation letters from EMT's who were just heartbroken because they cannot continue on because they are not supported by the Council. He had to text an EMT late at night last night to ensure that they had plans to counter this and go from here. If you guy's intentions are the break the spirits of the volunteers, what the Mayor did last night is the way to do it. You will shatter EMTs that are volunteers that way, and we can't afford to do that. He stated he doesn't know most of Council's background, but other the years have met a lot of them through these meetings. He stated he has to tell them that they do not understand the emotional roller coaster that they get put through when on a call. It was three years ago when he was on a call. He spent 45 minutes on a scene by himself, 15 minutes into that call he knows the person he was with was going to die holding their hand because they didn't have a way of getting her there. They really have two options continue on what past leadership has done and ignore them and be added on another list of someone who has failed us or you guys can be the change they actually need to get this community what we need, which is a full-time service.

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**SCHEDULED MATTERS:**

- **Ordinance No. O19-03: An Ordinance Amending The Laurel Municipal Code For The Purpose Of Changing City Park Hours Pursuant To 12.28.060.** First reading.

Motion by Council Member Eaton to adopt Ordinance No. O19-03, seconded by Council Member Wilke. There was no public comment or council discussion. A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Mountsier, Klose, and Stokes voted Aye. Council Member Eaton voted Nay. Motion carried 6-1.

**ITEMS REMOVED FROM THE CONSENT AGENDA:** None.

**COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):** None.

**COUNCIL DISCUSSION:**

Council Member Sparks requested a discussion on next week's Workshop concerning both the Ambulance and the Fire Department. She also wished everyone a Happy Thanksgiving and safe travels.

Council President Eaton stated she had brought three [items]. One of them she was not aware of everything that had happened. She stated that she would still bring this up somewhat because it is still pertinent. It was pointed out to her that once again the Outlook erred in their report of last week's City Council meeting, last week she read a statement that she wrote. It was stated in the Outlook that the Mayor wrote it, he did not. In that statement she quotes statements from page four of the City's budget. The Mayor did write that statement. As a way of explanation every community budget by law has to include a statement either from the Mayor or the Treasurer or both regarding changes that are included in the budget. It is not an itemized listing of all of the changes within the budget. They, as the legislators are the ones who vote on the budget and they are the ones required to read the budget and ask questions about anything they do not understand or object to in that budget. In her statement last week she made three points, and she would like to repeat those. The Mayor alone has the authority to create, change, and staff positions. The Council's only opportunity to vote on staffing changes is when it affects the budget and vote to approve that budget and the placement of staff in positions that they are voting on at that time on that individual's capability to fill that position. Not on whether or not they agree with that position. The third thing that she brought up that she tried to make the point on last week was the Council was informed on as long ago as September 3<sup>rd</sup>, but certainly before that of pending changes to address staffing within the Fire and Ambulance Departments. This matter is ongoing and has been undergoing several changes since the Council first heard about the issue roughly two years ago when concerned community members talked to them at a series of Workshops.

She stated for the second item she has a handout, see attached. Some of you all [Council] received this in the Budget/Finance Committee. She stated this is pages 39, 40, 41, and 42 of the Personnel Policy Manual of the City of Laurel. She requested Council have discussion about what Council Member Sparks referred to at last week's Workshop with regard to all of the online statements being made. In particular she referenced page 41 of the handout when that discussion takes place at the next Workshop if it pleases the Mayor.

She stated the third thing she had if the Mayor has not changed his mind with regard to what is going to happen with next week's Workshop. As she understands it from the Public Works meeting KLJ will be coming to the next Workshop to discuss street improvements for the year 2020. She asked that Council Members bring the pavement management book; it will help as she understands it that it will help Council understand which streets are going to be improved and understand what the plan is.

**MAYOR UPDATES:**

Mayor Nelson stated the City is moving forward with hiring EMT's. He was in the dark about what they were doing but has since been enlightened.

**UNSCHEDULED MATTERS:** None.


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**ADJOURNMENT:**

Motion by Council Member Eaton to adjourn the council meeting, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

There being no further business to come before the council at this time, the meeting was adjourned at 7:03 p.m.

  
\_\_\_\_\_  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 10<sup>th</sup> day of December 2019.

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

Attest:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

Dear City Council, Mayor, and Citizens:

It has been a roller-coaster of emotion over the last 24 hours. I apologize I could not be here to speak before you in person tonight.

I write this letter for two functions. The first is to explain my decision to notify the public of the change of plans.

I went to work yesterday with the intention of coming out this morning to review applications we had received. There was no question in my mind that our plan to proceed with full-time hiring was going to be halted. I received an email, after no prior discussion, from Mayor Nelson which stated we were not proceeding with hiring full-time employees. In this email, he described sending applicants (and I quote) "thanks, but no thanks letters". The Mayor also described his concerns for being able to hire firefighters in the future if we hire EMTs now. There was no statement to suggest the cessation of this plan was only temporary. In fact, I interpreted permanency from his words. To be quite honest, I felt as if someone had struck me in the chest with a 2x4.

Seeing as how the citizens were so hopeful for this plan, and there was a lot of civic engagement regarding our future, I felt it was in the public's best interest to notify them the plan had been stopped. **I do not regret this decision in the least.** This community has a right to know the actions its appointed and elected representatives are taking. The decision not to proceed with hiring EMTs is a direct threat to public safety, and compromises the health and welfare of our most vulnerable citizens. For many elderly, disabled, homeless, and child citizens, we in EMS are some of the only people they have advocating for them to ensure their rights are protected and they are safe. It was important that they knew what was happening. My intention was not that the citizens storm City Hall with pitch forks and knives, but instead be informed. I believe we thoroughly accomplished that task.

After telephone consultation with Mayor Nelson today - he has had a change of mind. Upon erasing some question marks from his mind today, he has agreed to proceed with



hiring five EMTs as per our agreement on November 11th. We are very pleased with this outcome.

The second function of this letter is to state my intentions and future with the City of Laurel. Let me be clear in saying I have no intentions of outright abandoning the volunteers who sacrifice so much for this service. Truth of the matter is that I have been dealt a lot of blows in this city the last few years. Sometimes it is hard to find the motivation to stand up and square up for another. I am suspending my resignation for the time being to see that this project gets completed, so long that all of you will have me. God and I have a lot of catching up to do - so I cannot tell you what the future truly looks like at this time. When I know, I will let all of you know.

I would like this debacle to serve as a reminder to everyone in the city that transparency is key. Your constituents have a right to know your thoughts, intentions, desires, and actions. All of us live in a glass house when we are a member of this city. There is no expectation of privacy in government. In short, if you decide you want to throw rocks in our glass house, you better be prepared for the shards of glass that start to fall on you. You have a duty to see to it that this plan gets done. Let's get it done.

Best,

**Riley Hutchens, NREMT**

**EMS Director**

Laurel Emergency Medical Services

## **Computer, Internet and E-mail Usage**

The City recognizes that use of the Internet has many benefits for it and its Employees. The Internet and e-mail make communication more efficient and effective. Therefore, Employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the City and others at risk. This policy discusses acceptable usage of the Internet.

### **Guidelines**

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner.

1. Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
2. Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon the City or be contrary to the City's best interests; and any illegal activities - including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail - are forbidden.
3. Copyrighted materials belonging to entities other than the City may not be transmitted by Employees on the City's network. All Employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his/her own.
4. Do not use the system in a way that disrupts its use by others. This includes excessive sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.).
5. The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available through your supervisor. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
6. Passwords to City systems are provided in order to protect sensitive information and messages from unauthorized use or viewing. Such passwords are not intended to prevent appropriate review by City management. Under NO circumstances should you provide any co-worker or non-city personnel your password and user codes.
7. At no times should networked workstations with Internet access be left in an accessible state that could potentially allow unauthorized access.

8. Each Employee is responsible for the content of all text, audio or images that he/she places or sends over the City's Internet and e-mail system. No e-mail or other electronic communications may be sent which hide the identity of the sender or represents the sender as someone else.
9. E-mail is not guaranteed to be private or confidential. All electronic communications are the City property. Therefore, the City reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so do not assume that others cannot read - or possibly alter - your messages.
10. Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the City.
11. Use of Instant Messaging, either with internal Employees or persons outside the office must fall within City guidelines.

#### **The City's Right to Monitor and Consequences**

All City-supplied technology, including computer systems and City-related work records, belong to the City and not the Employee. The City routinely monitors usage patterns for its e-mail and Internet communications. Although encouraged to explore the vast resources available on the Internet, Employees should use discretion in the sites that are accessed.

Since all the computer systems and software, as well as the e-mail and Internet connection, are owned by the City, all City policies are in effect at all times. Any Employee who abuses the privilege of the City's facilitated access to e-mail or the Internet may be denied access to the Internet and, if appropriate, be subject to disciplinary action, up to and including termination.

Department Administrators are responsible for ensuring that assigned personnel understand Internet acceptable use policy.

City management reserves the right to periodically monitor Employees' use of any computer systems or network.

#### **Questions Regarding the Use of the Internet or E-mail**

If you have questions regarding the appropriate use of the Internet or E-mail, contact your supervisor.

#### **Social Media Policy**

The City understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all Employees of the City of Laurel.

#### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content

of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

The same principles and guidelines found in the City's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of the City or the legitimate business interests of the City may result in disciplinary action, up to and including termination.

### **Know and Follow the Rules**

Carefully read these guidelines, the City Statement of Ethics Policy, the City Customer and Confidentiality Policies and the Discrimination & Harassment Prevention Policy, and ensure your posting are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may be subject you to disciplinary action, up to including termination.

### **Be Respectful**

Always be fair and courteous to fellow Employees, customers, members, suppliers or people who work on behalf of the City. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your coworkers or by utilizing our Problem Resolution Procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticisms, avoid using statements, photographs, video or audio that reasonable could be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, gender, disability, religion, or any other status protected by law or the City policy.

### **Be Honest and Accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted posting can be searched. Never post any information or rumors that you know to be false about the City, fellow Employees, citizens, suppliers, or people working on behalf of the City or competitors.

### **Post Only Appropriate and Respectful Content**

Do not create a link from your blog, website or other social networking site to the City website without identifying yourself as a City Employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are an Employee and make it clear that your views do not represent those of the City, fellow Employees, members, customers, suppliers, or people working on behalf of the City. If you do publish a blog or post online related to the work you do or subjects associated with the City, make it clear that you are not speaking on behalf of the City. It is best to include a

disclaimer such are "The postings on this site are my own and do not necessarily reflect the views of the City."

### **Using Social Media at Work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your department Administrator or consistent with the City's Computer, Internet, and E-mail Usage Policy. Do not use the City email addresses to register on social networks, blogs, or other online tools utilized for personal use.

### **Retaliation is Prohibited**

The City prohibits taking negative action against any Employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any Employee who retaliates against another Employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **Media Contacts**

Employees should not speak to the media on the City's behalf without contacting the CAO or Department Head.

All media inquiries should be directed to them.

### **For More Information**

If you have questions or need further guidance, please contact your department Administrator or the City CAO.

### **Job Descriptions**

All job descriptions must be approved by the Mayor or CAO, no exceptions.

## **Compensation**

The City observes pre-determined pay period/pay days. When you receive your paycheck, review your paycheck stub to be certain your name, address and other pertinent information are correct. Please make sure to review your hours every pay period to assure all hours worked have been properly recorded and paid. If you observe an error on your check, please report it immediately to the City Payroll Clerk. If you cannot resolve the problem, contact your supervisor for assistance.

### **Paydays**

The pay period is biweekly. Payday is the Friday following completion of the pay period. Paychecks will be available by 9:00 a.m. on payday. There shall be NO pay advances under any circumstances. Checks may be mailed if authorized by the employee. No other person be allowed to pick up an Employee's payroll check, without prior written authorization of the Employee on file with the City.

\* LVFD member's expense reimbursement will be once a month, on or before the 10th of the following month.

**Item Attachment Documents:**

5. Reports of Boards and Commissions  
City/County Planning Board Minutes of November 20, 2019.



MINUTES  
CITY OF LAUREL  
CITY/COUNTY PLANNING BOARD  
WEDNESDAY, NOVEMBER 20, 2019  
5:35 PM  
LAUREL CITY COUNCIL CHAMBERS

**Public Input:** *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

**General Items**

1. Roll Call

No Quorum.

**New Business**

**Old Business**

**Other Items**

**Announcements**

2. Next Meeting: December 11, 2019

**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:**

6. Resolution No. R19-87: A Resolution Authorizing The Mayor To Execute A Lease Agreement With The American Legion And Laurel Little League For Baseball Facilities As Described In The Lease Agreements.



**RESOLUTION NO. R19-87**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE AMERICAN LEGION AND LAUREL LITTLE LEAGUE FOR BASEBALL FACILITIES AS DESCRIBED IN THE LEASE AGREEMENTS.**

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

Section 1: Approval. The agreements between the City of Laurel and the American Legion and City of Laurel and Laurel Little League are accepted and approved. A copy of each agreement is attached hereto for convenience.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the agreements on behalf of the City.

Section 3: Effective date. The effective date for the attached agreements is hereby the date approved by the City Council.

Introduced at a regular meeting of the City Council on December 10, 2019, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 10<sup>th</sup> day of December 2019.

APPROVED by the Mayor this 10<sup>th</sup> day of December 2019.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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

**LEASE AGREEMENT**

This Lease Agreement is entered into this 10<sup>th</sup> day of December, 2019, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” (Lessor) and Laurel Little League, hereinafter referred to as “Lessee.”

**WITNESSETH:**

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

**ARTICLE I**

**Purpose of Lease**

The purpose of this Agreement is to lease Lessee certain and specific City facilities or property in order that Lessee may conduct its baseball activities, including but not limited to, practice, games, and other baseball related events, so long as such activity is not prohibited by City ordinance, resolution or regulation.

**ARTICLE II**

**Property Leased**

The City hereby leases and permits the use to Lessee and Lessee hereby lease from the City the following-described property and improvements located in the City of Laurel including the Little League Fields located at Thomson Park and Nutting Park hereinafter referred to as “the premises” as specifically shown on the Exhibit that is attached hereto and part of this Lease Agreement. Lessee shall have full access and control over the premises and shall maintain and utilize the premises in a clean and safe condition.

**ARTICLE III**

Parties

City: Office of the Mayor (City Clerk)  
PO Box 10  
Laurel, Montana 59044  
Phone: (406) 628-7431  
Fax: (406) 628-2289

Lessees: Laurel Little League  
PO Box 231  
Laurel, MT 59044  
(406) 697-3992

**ARTICLE IV**

Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during either 5-year term, the City agrees that Lessees may remove from the premises all equipment, materials and products owned and utilized by Lessees including, but not limited to, all baseball equipment and materials, etc.

**ARTICLE V**

Lessees Obligations and Covenants

Lessee hereby covenants and agrees with the City that Lessee shall:

1. Use and occupy the premises in a careful and proper manner and not commit any waste therein;
2. Not use or occupy the premises for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;

3. Lessee may obtain a permit to serve beer and wine on the premises upon completing and securing the necessary licenses/permits and additional liquor liability insurance or endorsement;
4. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessees and shall not unreasonably withhold such approval;
5. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
6. Lessees shall make no alterations, changes or revamping, remodeling or capital improvement in or to the premises, without prior written permission approved by the Public Works Director and in addition thereto, Lessee shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessee or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
7. Provide the City copies of receipts for improvements and/or maintenance completed by the Lessee by December 31<sup>st</sup> to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;
8. Lessee and the City's Public Works Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease

anniversary date and an exit inspection at the end of the lease; Lessee must contact the City to arrange for the inspections; Lessee must also Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;

9. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessee, its members, agents or employees. For such purpose, Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product liability, in a reliable company or companies with minimum policy limit \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before April 1 of each year. The City and Lessee hereby grant to each other, on behalf of any insurance company providing insurance under this agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy;
10. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;
11. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such

conditions if they exist;

12. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, and other areas of the leased premises are in a sanitary and orderly condition;
13. Keep parking space adjacent to the premises in a clean and safe condition;
14. All grounds keeping and cleanup to be provided by Lessee. Lessee further agrees to assist with grounds keeping after practice and games;
15. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this lease;
16. All signs and banners must comply with the LMC 17.42;
17. Lessee's significant items of personal property necessary for the conduct of business on all City property shall be listed and provided to the City Clerk Treasurers Office at the beginning of each season;
18. Lessee's shall allow participation in their respective baseball programs for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;
19. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;
20. Lessee must provide contact information to the City of next year's board prior to the end of the season.

## **ARTICLE VI**

### **Rent**

1. Lessee shall pay the City rent in the following amounts as consideration for use of the premises:
  - For the Laurel Little League: \$750 per year facility rent. Lessees shall pay annually on or before the anniversary date of their respective signatures on the lease.
2. Rent includes the following: Use and lawful possession of the premises.

## **ARTICLE VII**

### **Repairs and Maintenance**

City's obligation under this lease is limited to mowing the outfield of the Legion/Senior League field, mowing the Little League fields, cleaning restrooms when open to the public, providing restroom supplies, garbage, fuel for equipment, water, weed eaters, and major repairs. Major repairs are defined as non-recurring structural, electrical, plumbing and mechanical repair. Lessee is responsible for all other maintenance and upkeep of all premises. The City's obligation to undertake major repairs does not include major repairs necessitated by any acts of Lessee, their agents, employees, officers, invitees, or on the area commonly known as the "crow's nest," dugouts or the field maintenance buildings and sheds.

## **ARTICLE VIII**

### **Condition**

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by Lessee by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessee shall be conclusive evidence that Lessees accept the same "as is" and that the property was and is in good condition at the time possession was accepted.

## **ARTICLE IX**

### Right to Inspect Premises

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessee has complied with its obligations hereunder with respect to the care and maintenance of the premises, and the repair or rebuilding of the improvements therein when necessary. This right of inspection may only be exercised after 24 hours' notice to Lessee of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessee will be available to accompany City's representative at the time of inspection.

## **ARTICLE X**

### Assignment/Cancellation/Termination/Negotiation

1. Assignment. Neither City nor Lessee may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
2. Cancellation. In the event the premises leased hereunder or any portion thereof is not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessee hereby waives any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.
3. Termination. City may terminate this lease if the Lessee fails to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified mail, as noted.
4. Lessee may rent or sublet the premises for periods not to exceed 72 consecutive hours.



However, lessee and/or the renter/subletor must obtain and provide liability insurance that names the City as an additional insured on the policy during the event. If alcohol is available or sold, the policy must include an alcohol endorsement with limits provided in Article XII.

## **ARTICLE XI**

### **Compliance With Ordinances and Regulations**

Lessee, at its respective expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which imposes any duty upon Lessee or the City with respect to the leased premises.

Lessee, at its respective sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join with Lessee in applying for all such permits or licenses.

## **ARTICLE XII**

### **Liability Insurance**

Lessee shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessee as its respective interest may appear, comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessee shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessee shall be specifically named as insured under said policy.

**ARTICLE XIII**

Indemnification

Lessee hereby agrees to indemnify and to hold the City free and harmless from and against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessee or the failure of the Lessee to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessee or its agents, employees, patrons, invitees, suppliers or licensees, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessee free and harmless from any and all actions caused by the sole negligence of the City.

**ARTICLE XIV**

Use/Right of Entry and Inspection/Damage/Repairs

1. Use. Lessee shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
2. Right of Entry and Inspection. Lessee shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all reasonable times for the purpose of inspection.
3. Damage. It is specifically understood that any damage caused by Lessee or its guests to the premises during the term of this Lease shall be promptly corrected or replaced at the Lessee's expense.
4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessee.

**ARTICLE XV**

Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

**ARTICLE XVI**

Mortgages and Subleases

Lessee may not assign its rights under this lease or assign or encumber the premises without the prior written consent of the City.

**ARTICLE XVII**

Surrender Upon Termination

Upon the termination or cancellation of this lease Lessee, at its expense, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a similar or an improved condition as when received. There shall not be any holding-over by Lessee beyond the termination or cancellation of this lease. Any such holding-over by Lessee shall incur to the City a penalty fee of \$100.00 per day.

**ARTICLE XVIII**

Entire Agreement

This Lease and the attached Exhibit shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

**ARTICLE XIX**

Partial Invalidity

In the event any provision of this Lease or part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE XX**

Notices/Demands

Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

**CITY OF LAUREL**

**LESSEE:**

By: \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Laurel Little League

By \_\_\_\_\_  
City Clerk/Treasurer

## **LEASE AGREEMENT**

This Lease Agreement is entered into this 10<sup>th</sup> day of December 2019, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” (Lessor) and American Legion Baseball Post #123 Laurel Dodgers, whose business address is P.O. Box 144, Laurel, Montana 59044, hereinafter referred to as “Lessee.”

### **WITNESSETH:**

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

#### **ARTICLE I**

##### **Purpose of Lease**

The purpose of this Agreement is to lease Lessee certain and specific City facilities or property in order that Lessee may conduct its baseball activities, including but not limited to, practice, games, and other baseball related events, so long as such activity is not prohibited by City ordinance, resolution or regulation.

#### **ARTICLE II**

##### **Property Leased**

The City hereby leases and permits the use to Lessee and Lessee hereby lease from the City the following-described property and improvements located in the City of Laurel including the American Legion (Dodgers) Field located at Thomson Park as well as the Concession Stand hereinafter referred to as “the premises” as specifically shown on Exhibit A attached hereto and part of this Lease Agreement. Lessee shall have full access and control over the premises and shall maintain and utilize the premises in a clean and safe condition.

**ARTICLE III**

Parties

City: Office of the Mayor (City Clerk)  
PO Box 10  
Laurel, Montana 59044  
Phone: (406) 628-7431  
Fax: (406) 628-2289

Lessees: American Legion Baseball Post #123 Laurel Dodgers  
PO Box 144  
Laurel, MT 59044  
Phone: (406) 861-0945

**ARTICLE IV**

Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during either 5-year term, the City agrees that Lessees may remove from the premises all equipment, materials and products owned and utilized by Lessees including, but not limited to, all baseball equipment, concession materials, etc.

## ARTICLE V

### Lessee Obligations and Covenants

Lessee hereby covenants and agrees with the City that Lessees shall:

1. Use and occupy the premises in a careful and proper manner and not commit any waste therein;
2. Not use or occupy the premises for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
3. Lessee may obtain a permit to serve beer and wine on the premises upon completing and securing the necessary licenses/permits and additional liquor liability insurance or endorsement;
4. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessee and shall not unreasonably withhold such approval;
5. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
6. Lessee shall make no alterations, changes or revamping, remodeling or capital improvement in or to the premises, without prior written permission approved by the Public Works Director and in addition thereto, Lessee shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessee or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any

such alterations or additions shall be the sole responsibility of the Teams inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

7. Provide the City copies of receipts for improvements and/or maintenance completed by the club or organization by December 31<sup>st</sup> to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;
8. Lessee and the City's Public Works Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease anniversary date and an exit inspection at the end of the lease; Lessee must contact the City to arrange for the inspections; Lessee must also Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
9. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessee, their members, agents or employees. For such purpose, each Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product liability, in a reliable company or companies with minimum policy limit \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before April 1 of each year. The City and Lessee hereby grant to each other, on behalf of any insurance company providing insurance under this agreement, a waiver of any right of subrogation which any insurer or



party may acquire against the other party by virtue of payment of any loss under any insurance policy;

10. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;
11. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist;
12. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, and other areas of the leased premises are in a sanitary and orderly condition;
13. Keep parking space adjacent to the premises in a clean and safe condition;
14. All grounds keeping and cleanup to be provided by Lessee. Lessee further agrees to assist with grounds keeping after practice and games;
15. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this lease;
16. Lessee shall remove all inventory of food and beverages at the end of each season from the Concession stand or any place food is stored;
17. Appliances must be unplugged in the Concession Stand and safely stored at the end of each season;
18. Lessee agree to obtain and continuously keep in force all permits required by the Montana Department of Health, and Lessee shall be responsible for any training of its managers or volunteers as may be required by the Montana Department of Health, all at Lessee's expense, and shall fully comply with all applicable, rules, regulations and

requirements of the Montana Department of Health. All certificates must be on file with the City Clerk Treasurer;

19. Lessee is responsible for all janitorial supplies and services at the Concession Stand from start of the season, including tryouts until the first Saturday in May;
20. All signs and banners must comply with the LMC 15.40;
21. Lessee's appliances and other significant items of personal property necessary for the conduct of business on all City property shall be listed and provided to the City Clerk Treasurers Office at the beginning of each season;
22. Lessee must provide a proper fire extinguisher;
23. Lessee must provide material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials in an approved MSDS booklet;
24. Extension cords may not be used, as they are against fire code;
25. Lessee shall allow participation in their respective baseball programs for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;
26. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;
27. Lessee must provide contact information to the City of next year's board prior to the end of the season.

## **ARTICLE VI**

### Rent

1. Lessee shall pay the City rent in the following amounts as consideration for use of the

premises:

- \$900 per year facility rent and \$250 per year concession stand rent. Lessee shall pay annually on or before the anniversary date of their respective signatures on the lease.

2. Rent includes the following: Use and lawful possession of the premises.

## **ARTICLE VII**

### **Repairs and Maintenance**

City's obligation under this lease is limited to mowing the outfield of the Legion/Senior League field, cleaning restrooms when open to the public, providing restroom supplies, garbage, fuel for equipment, water, weed eaters, and major repairs. Major repairs are defined as non-recurring structural, electrical, plumbing and mechanical repair. Lessee is responsible for all other maintenance and upkeep of all premises. The City's obligation to undertake major repairs does not include major repairs necessitated by any acts of Lessee, its agents, employees, officers, invitees, or on the area commonly known as the "crow's nest," dugouts or the field maintenance buildings and sheds.

## **ARTICLE VIII**

### **Condition**

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by Lessee by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessee shall be conclusive evidence that Lessee accept the same "as is" and that the property was and is in good condition at the time possession was accepted.

## **ARTICLE IX**

### **Right to Inspect Premises**

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessee has complied with its obligations hereunder with respect to the care and maintenance of the premises, and the repair or rebuilding of the improvements therein when necessary. This right of inspection may only be exercised after 24 hours' notice to Lessee of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessee will be available to accompany City's representative at the time of inspection.

## **ARTICLE X**

### Assignment/Cancellation/Termination/Negotiation

1. Assignment. Neither City nor Lessee may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
2. Cancellation. In the event the premises leased hereunder or any portion thereof is not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessee hereby waives any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.
3. Termination. City may terminate this lease if the Lessee fails to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified mail, as noted.
4. Lessee may rent or sublet the premises for periods not to exceed 72 consecutive hours. However, Lessee and/or the renter/subletor must obtain and provide liability insurance that names the City as an additional insured on the policy during the event. If alcohol is

available or sold, the policy must include an alcohol endorsement with limits provided in Article XII.

## **ARTICLE XI**

### Compliance With Ordinances and Regulations

Lessee, at its expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which imposes any duty upon Lessee or the City with respect to the leased premises. Lessee, at their respective sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join with Lessee in applying for all such permits or licenses.

## **ARTICLE XII**

### Liability Insurance

Lessee shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessee as their respective interest may appear, comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessee shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessee shall be specifically named as insured under said policy.

## **ARTICLE XIII**

### Indemnification

Lessee hereby agrees to indemnify and to hold the City free and harmless from and

against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessee or the failure of the Lessee to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessees or its agents, employees, patrons, invitees, suppliers or licensee, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessee free and harmless from any and all actions caused by the sole negligence of the City.

#### **ARTICLE XIV**

##### **Use/Right of Entry and Inspection/Damage/Repairs**

1. Use. Lessee shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
2. Right of Entry and Inspection. Lessee shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all reasonable times for the purpose of inspection.
3. Damage. It is specifically understood that any damage caused by Lessee or their guests to the premises during the term of this Lease shall be promptly corrected or replaced at the Lessee's expense.
4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessee.

**ARTICLE XV**

Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

**ARTICLE XVI**

Mortgages and Subleases

Lessee may not assign their rights under this lease or assign or encumber the premises without the prior written consent of the City.

**ARTICLE XVII**

Surrender Upon Termination

Upon the termination or cancellation of this lease Lessee, at its, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a similar or an improved condition as when received. There shall not be any holding-over by Lessee beyond the termination or cancellation of this lease. Any such holding-over by Lessee shall incur to the City a penalty fee of \$100.00 per day.

**ARTICLE XVIII**

Entire Agreement

This lease and attached Exhibit shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

**ARTICLE XIX**

Partial Invalidity

In the event any provision of this Lease or part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining

provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE XX**

Notices/Demands

Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

**CITY OF LAUREL**

**LESSEES:**

By: \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
American Legion Baseball Post #123  
Laurel Dodgers

By \_\_\_\_\_  
City Clerk/Treasurer



## Exhibit A

### AMERICAN LEGION FIELD

American Legion (Dodgers) Field





Exhibit B

LITTLE LEAGUE FIELDS

THOMSON PARK FIELD





NUTTING PARK FIELDS



**Item Attachment Documents:**

7. Ordinance No. O19-03 An Ordinance Amending The Laurel Municipal Code For The Purpose Of Changing City Park Hours Pursuant To 12.28.060. (PH 12.10.2019)

**ORDINANCE NO. O19-03**

**AN ORDINANCE AMENDING THE LAUREL MUNICIPAL CODE FOR THE PURPOSE OF CHANGING CITY PARK HOURS PURSUANT TO 12.28.060.**

**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 hours of operation for City Parks within the City of Laurel upon recommendation by the City’s Park Board; and

**WHEREAS**, the new times of operation appear in the City’s best interest at this time, and as a consequence, the Mayor, Staff and Park Board hereby recommend the following amendments to the Laurel Municipal Code;

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

**12.28.060 Park hours.**

- A. Except as otherwise provided herein, all city parks shall be closed from ~~twelve a.m.~~ ten p.m. until six a.m. each night.
- B. No person shall remain in or upon any city park during closed hours.
- C. This section shall not apply to the overnight camping areas designated in Riverside Park.
- D. The children’s playground equipment commonly known as “Kids Kingdom” at Kiwanis Park shall close at ~~sunset~~ ten p.m. and reopen at ~~sunrise~~ six a.m.
- E. Any person violating the terms of this section shall, upon conviction, be punished as set forth in Section ~~12.28.050~~ 12.28.100 of this code. (~~Ord. 06-08 (part), 2006~~)
- F. Applicants may seek an exemption to this Section when applying for an event permit at City Hall.

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 November 26, 2019, by Council Member Eaton.

PASSED and ADOPTED by the Laurel City Council on second reading this 10<sup>th</sup> day of December upon motion of Council Member \_\_\_\_\_.

APPROVED BY THE MAYOR this 10<sup>th</sup> day of December 2019.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney  
Ordinance No. O19-03 Amending LMC, Section 12.28.060