



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, DECEMBER 07, 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 To Accept The Southside Master Stormwater Plan Prepared For The City Of Laurel By KLJ Engineering.
2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With CMS, LLC For Services Relating To Upgrading The City's Laserfiche System.
3. Resolution – A Resolution Approving An Encroachment Permit For The Installation Of A Trash Enclosure On A Portion Of South Montana Avenue Adjacent To 415 South 1st Avenue.
4. Resolution – Resolution Authorizing The Mayor To Execute An Agreement With Beartooth Rc&D Economic Development District.
5. Arbor Day Proclamation 2022

#### **Council Issues**

6. Update on W. Railroad.
7. Update on Electronic Recycling

#### **Other Items**

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

8. Draft Council Agenda of December 14, 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 To Accept The Southside Master Stormwater Plan Prepared For The City Of Laurel By KLJ Engineering.

**RESOLUTION NO. R21-\_\_**

**A RESOLUTION OF THE CITY COUNCIL TO ACCEPT THE SOUTHSIDE  
MASTER STORMWATER PLAN PREPARED FOR THE CITY OF LAUREL  
BY KLJ ENGINEERING.**

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

Section 1: Acceptance. The Southside Master Stormwater Plan, a copy attached hereto and incorporated herein, is hereby accepted by the City Council.

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

\_\_\_\_\_  
Emelie Eaton, Mayor

ATTEST:

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

Approved as to form:

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

**File Attachments for Item:**

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With CMS, LLC For Services Relating To Upgrading The City's Laserfiche System.

**RESOLUTION NO. R21-\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CMS, LLC FOR SERVICES RELATING TO UPGRADING THE CITY'S LASERFICHE SYSTEM.**

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

Section 1: Approval. The Agreement between the City of Laurel and CMS, LLC a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City 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

\_\_\_\_\_  
Emelie Eaton, Mayor

ATTEST:

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

Approved as to form:

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

# Estimate

**City of Luarel**

Issued: December 3, 2021



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# RECOMMENDED SOLUTION OVERVIEW: LASERFICHE

MCCi is recommending the Laserfiche solution and MCCi Professional Services for your organization. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:

## USER-FRIENDLY

Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to your staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

## COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows you to control and administer the security of your documents. You determine which functions, such as scanning and printing, each staff member may use.

## INTELLIGENT SEARCH

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.

## INTEGRATION

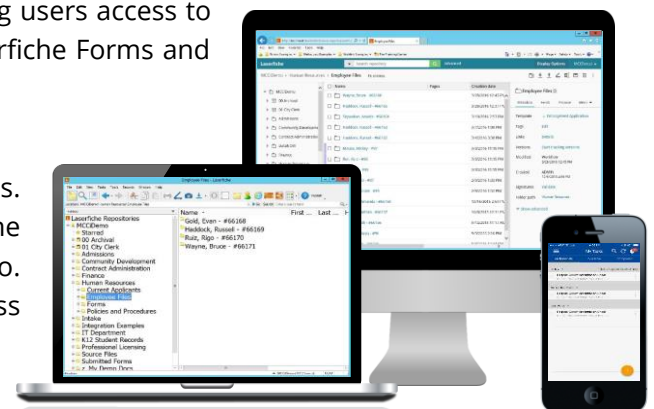
Laserfiche is the central repository for records in your organization and allows you to integrate other main line-of-business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to your records.

## E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

## MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give your outside citizens/customers access to records through the web to promote transparency and decrease records requests.





## LASERFICHE SUBSCRIPTION

MCCi is recommending the Subscription platform for your organization. Laserfiche Subscription seamlessly combines traditional content services platform (CSP) functionality with powerful business process management, auditing tools, and security. This platform is designed for clients like you, who **innovate and evolve** with changing technologies, **digitally transforming** their organization, and expanding business processes across the enterprise.

Unlike purchased perpetual licensing, Laserfiche Subscription lowers your initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform for automating day-to-day business processes. By providing unlimited document repositories and servers, Laserfiche Subscription supports development, testing, staging and production, putting you in complete control of your business processes and system design.

# LASERFICHE SUBSCRIPTION LICENSING GUIDE

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section.

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
Application Servers	1	Unlimited	Unlimited
Repositories	1	15	15
Database Options	SQL Express	SQL	SQL
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 10	Minimum of 25
Snapshot	Included	Included	Included
Email	Included	Included	Included
Web Client	Included	Included	Included
Mobile Access	Included	Included	Included
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Workflow	Not Available	Included	Included
Connector	Not Available	Included	Included
Forms Professional	Not Available	Included	Included
Enterprise Identity Management	Not Available	Not Available	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Import Agent with Email Archiving	Included	Included	Included
ScanConnect	Add-on Option	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Unlimited Public Portal Included
Records Management	Not Available	Add-on Option	Included
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Forms Portal †	Not Available	Add-on Option	3 Instances of Forms Portal Included
Sandbox*	Add-on Option	Add-on Option	3 Sandboxes Included
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Federated Search	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

\*A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

# LASERFICHE SUBSCRIPTION DEFINITIONS

To determine which licenses are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all features below.

## LASERFICHE SUBSCRIPTION

Laserfiche Subscription allows organizations to access the entire Laserfiche product suite at a cost-effective price point. It is accessible, convenient and designed to help your organization scale. With Laserfiche Subscription, you have the flexibility to manage licenses based on user roles or expected growth so you can easily scale your deployment with your organization. Laserfiche offers three different tiers: Starter, Professional and Business. All Laserfiche Subscription tiers include:

- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables you to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into your repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though you had printed the document and then scanned it back into Laserfiche but allows you to skip the step of making a physical printed copy.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows you to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires an on-premises installation of SharePoint.

## LASERFICHE BUSINESS SUBSCRIPTION

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet your organization's needs. You can:
  - Create custom forms from a library of field or selection elements.
  - Utilize the Business process library includes (10.1+) a digital library of prebuilt form templates designed for easier process automation deployment
  - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
  - Role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver “dashboard” of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Enterprise Identity Management:** The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.
- **SDK:** Access to the same Web Services, API's and libraries for integration with other applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms. Laserfiche Business Subscription comes with 3 installations of Forms Portal.
- **Sandbox:** A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals. Laserfiche Business Subscription comes with three (3) sandboxes.
- **Federated Search:** A web application that allows you to perform searches across multiple repositories at the same time.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

## LASERFICHE BUSINESS SUBSCRIPTION ADD-ONS

- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e. Vendor Management, Residents).
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Certified Integration with SAP ArchiveLink:** Allows you to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.

- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, you can then store those forms in Laserfiche, and extract information from your forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

# ESTIMATE

Client Name: City of Laurel  
 Estimate Number: 22010  
 Estimate Type: Platform Change

Estimate Date: December 03, 2021

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<b><u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u></b>			
<input checked="" type="checkbox"/> Laserfiche Municipality Site License Subscription (Population Less than 10,000)	1	\$3,100.00	\$3,100.00
<input checked="" type="checkbox"/> Laserfiche Records Management Subscription	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Advanced Audit Trail Subscription	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Forms Portal Subscription	3	Included	Included
<input checked="" type="checkbox"/> Laserfiche Sandbox Subscription	3	Included	Included
<input checked="" type="checkbox"/> Laserfiche Integration with DocuSign Subscription	1	Included	Included
<b><i>Laserfiche Annual Recurring Subscription Subtotal</i></b>			<b><i>\$3,100.00</i></b>
<b><u>MCCi ANNUAL SUBSCRIPTION</u></b>			
<input checked="" type="checkbox"/> Laserfiche PowerPack by MCCi Subscription <i>Requires dedicated Full Named User.</i>	1	\$1,000.00	\$1,000.00
<b><i>MCCi Annual Recurring Subscription Subtotal</i></b>			<b><i>\$1,000.00</i></b>
<b><u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u></b>			
<input checked="" type="checkbox"/> Process Administration Support Services for Laserfiche, Level 2 <i>Client needs are estimated based on the current components provided herein: up to 25 hours that will expire at the end of your renewal term.</i>	1	\$7,245.00	\$7,245.00
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	\$450.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$600.00
<b><i>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</i></b>			<b><i>\$8,295.00</i></b>
<b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b>			<b>\$12,395.00</b>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b><u>MCCi SERVICE PACKAGES</u></b>			
<input checked="" type="checkbox"/> Implementation Services Package <i>Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i>	1	\$1,025.00	\$1,025.00
<input checked="" type="checkbox"/> Laserfiche Licensing Platform and Version Upgrade Package	1	\$4,100.00	\$4,100.00
<input checked="" type="checkbox"/> Laserfiche PowerPack by MCCi Installation and Configuration Package	1	\$1,025.00	\$1,025.00
<b><i>Service Packages Subtotal</i></b>			<b><i>\$6,150.00</i></b>

<b>GRAND TOTAL - ONE-TIME SERVICES</b>	<b><i>\$6,150.00</i></b>
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**EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT**

<input checked="" type="checkbox"/> <b><i>Existing Laserfiche Software Support Credit Total</i></b>	<b><i>TBD</i></b>
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**EXISTING MCCi SUPPLEMENTAL SUPPORT CREDIT**

<b><i>Existing MCCi Supplemental Support Credit Total</i></b>	<b><i>TBD</i></b>
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<b>TOTAL LASERFICHE PROJECT COST</b>	<b><i>\$18,545.00</i></b>
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*NOTE: The information presented in this document is based on the results of MCCi and Client's collaborative preliminary discovery thus far and merely serves as an estimate to be used for planning purposes. As planning and discovery continue, the project scope and costs may change to meet the specific needs of the Client. MCCi will present a formal detailed pricing proposal and project scope for approval prior to the start of any project. This is not a formal quote. Additional services will likely need to be included based on required discovery session.*

**File Attachments for Item:**

3. Resolution – A Resolution Approving An Encroachment Permit For The Installation Of A Trash Enclosure On A Portion Of South Montana Avenue Adjacent To 415 South 1st Avenue.



**RESOLUTION NO. R21-\_\_**

**A RESOLUTION APPROVING AN ENCROACHMENT PERMIT FOR THE  
INSTALLATION OF A TRASH ENCLOSURE ON A PORTION OF SOUTH MONTANA  
AVENUE ADJACENT TO 415 SOUTH 1<sup>ST</sup> AVENUE.**

WHEREAS, the property owner of a Lot located at 415 South 1<sup>st</sup> Avenue, City of Laurel, (“Property Owner”) is currently constructing a structure and such Lot is not able to support the City’s Garbage Trucks; and

WHEREAS, the Property Owner retained A&E Design and Wells Built Inc. to design and construct a Trash Enclosure to be located adjacent to the Lot on a portion of South Montana Avenue to enable garbage pickup and such action requires an encroachment permit issued by the City; and

WHEREAS, City Staff reviewed the application and supporting materials, attached hereto and incorporated herein, and recommends the City Council approve the Encroachment Permit pursuant to the authority provided the City Council under Chapter 12.16.040, LMC; and

WHEREAS, upon review of this situation and the special facts and circumstances surrounding this situation, the City Council has determined issuance of an Encroachment Permit is appropriate and in the City’s best interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the attached Encroachment Permit is hereby approved for the installation and construction of a Trash Enclosure to be located on a portion of South Montana Avenue, within the City of Laurel; and

BE IT FURTHER RESOLVED, that the permit shall remain valid and run with the property so long as the structure is not removed by the Property Owner. The Mayor/City Staff are authorized to execute and record the attached Encroachment Permit on behalf of the City of Laurel.

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

\_\_\_\_\_  
Emelie Eaton, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer  
Approved as to form:

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



# CITY OF LAUREL, MT

PO BOX 10 LAUREL, MT 59044

## Encroachment Permit

### Instructions:

1. Submit a completed Encroachment Permit application in duplicate (original signatures on both) with all necessary supplementary documents to the Public Works Department.
2. Pay the Encroachment Permit fee as established by the adopted Laurel Schedule of Fees at time of permit submittal.
3. The Public Works Department will review the application and approve, approve with conditions, or deny the permit application within 10 working days.
4. If the Public Works Department decides to approve or approve with conditions, Application will be sent to City Council for final approval.
5. If the Public Works Department denies the application, the applicant may appeal to Laurel City Council.
6. Permit approval will be followed by a return of a fully executed and approved permit form.

The undersigned hereby makes application for permission to encroach upon public right of way within the city limits of the City of Laurel, MT at the location described below and as shown on the attached site plan hereby made part of the application.

Applicant Name (or Representative): Adam Baumgartner AIA, for A&E Design

Job Address: 415 S. 1st Avenue, Laurel, Mt 59044

Legal description: Lot #: HAGEMAN SUBD 4TH FILING, S16, T02 S, R24 E, Lot 1 tract: \_\_\_\_\_

Property Owner: Steve Zabawa

Property Owner Phone: 406-670-8100

Property Owner Address: 840 Shiloh Rd, Billings, Mt 59106

Email: szabaea@rimrockauto.com

Contractor: Wells Built Inc

Business Phone: 406-656-1301

City of Laurel Business License #: 1995

Email: dereme@wellsbuilt.com

Completion Date: Nov 2022

Project Description: trash enclosure installed on the east side of S. Montana Avenue directly adjacent to our project site at 415 S. 1st Avenue.

Location of installations or structures to be installed: see above

Permit timeline (Length of time Permit is Desired for): eternity

I, the undersigned, request permission to work in the public right-of-way within the city limits of the City of Laurel, MT, at the above location subject to the rules and regulations set forth in Chapter 12 of the Laurel Municipal Code specifying current Montana Public Works Standard Specifications. In consideration for this permission, the applicant agrees to the following:

1. All construction concerning this permit will be in a safe manner so as not to interfere with or endanger public travel and to perform all work in a neat and workman type manner using material acceptable to the Building Official or the Director of Public Works and that the right-of-way will be cleaned and left in a condition equal to or better than the original condition.
2. The applicant will fully protect the traffic on the highway, street, alley, sidewalk, or public right-of-way during construction covered hereunder by proper and applicable signs, barricades, flagmen, and lights to indemnify and hold harmless the City of Laurel, its officers and employees, from all damages, expense, claims or liabilities


arising out of any alleged damages of any nature, any person or property, due to the construction performance or nonperformance of work or existence of said construction.

3. No work shall be done in such a manner that there will be parking or servicing of vehicles on the public right-of-way or adjacent sidewalks.
4. Special additional requirements: \_\_\_\_\_

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Signature of Applicant:  Date: 11.2.2021

Name of Applicant (Printed): ADAM BAUMGARTNER

Public Works Department hereby  Approves  Approves with Conditions  Denies Application for Encroachment Permit.

Public Works Director:  Date: 11-19-2021

Additional Staff Comments: The lot cannot support City Garbage trucks.

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Encroachment Permit Application Fee: \$ 100.00

Annual Encroachment Rental Fee: \$ \_\_\_\_\_

Total amount due: \$ \_\_\_\_\_

- Application
- Site Plan
- Special Provisions Permit

## SPECIAL PROVISIONS TO ENCROACHMENT PERMIT

The attached application for encroachment permit filed by ADAM BAUMGARTNER is hereby granted and approved subject to the following conditions:

1. **TERM:** This permit shall be in full force and effect from the date hereof until revoked as provided in Section 3 herein.
2. **RENTAL FEES:** Annual Encroachment Rental Fees shall be as established by Resolution of the City Council.
3. **REVOCAION:** This permit may be revoked by the City upon written notice to Permittee, at the address shown on the application hereto attached, but the City reserves the right to revoke this permit without notice in the event Permittee breaks any conditions or terms of the permit application or as set forth herein.
4. **COMMENCEMENT OF WORK:** No work shall be commenced until permittee notifies the Public Works Department when he proposes to commence work.
5. **CHANGES IN STREET:** If the City changes street, necessitating changes in the structure or installation under this permit, Permittee shall make necessary changes at their own expense.
6. **CITY SAVED HARMLESS FROM CLAIMS:** In accepting this permit the Permittee, their successors or assigns, agree to protect the City and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said right-of-way, and in case any suit or action is brought against the City and arising out of, or by reason of, any of the above causes, the Permittee, their successors or assigns, will, upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy and judgement which may be rendered against the City in any such suit or action.
7. **COMPLETION – CITY APPROVAL:** All work completed under this permit must be to the satisfaction of the City. Any required corrections to such work performed must be made at the Permittee's expense.

**PLAN NOTES**

- 1 NEW CURB & GUTTER
- 2 NEW ASPHALT PAVING ON SITE
- 3 NEW THICKENED EDGE CONCRETE SIDEWALK
- 4 NEW DRIVABLE CONCRETE - SEE DETAILS
- 5 NEW ACCESSIBILITY RAMP
- 6 NEW 4" PAINTED YELLOW STRIPE AT 3' O.C.
- 7 NEW PAINTED INTERNATIONAL DISABLED SYMBOL
- 8 NEW 4" PAINTED YELLOW PARKING STRIPE
- 9 NEW PAINTED TRAFFIC ARROW
- 10 NEW ADA SIGNAGE - SEE DETAILS (SIGN 1)
- 11 NEW DRIVE THROUGH MENU BOARD SIGNAGE - SEE SHEET E0.2
- 12 NEW GARBAGE CANS
- 13 NEW ASPHALT PAVING ON S. MONTANA AVE. RIGHT OF WAY
- 14 NEW SIGN 2 PER DETAIL
- 15 NEW SIGN 3 PER DETAIL
- 16 NEW SIGN 4 PER DETAIL
- 17 NEW GROUND LOOPS - SEE ELECTRICAL PLANS

**4 PARKING COUNT**

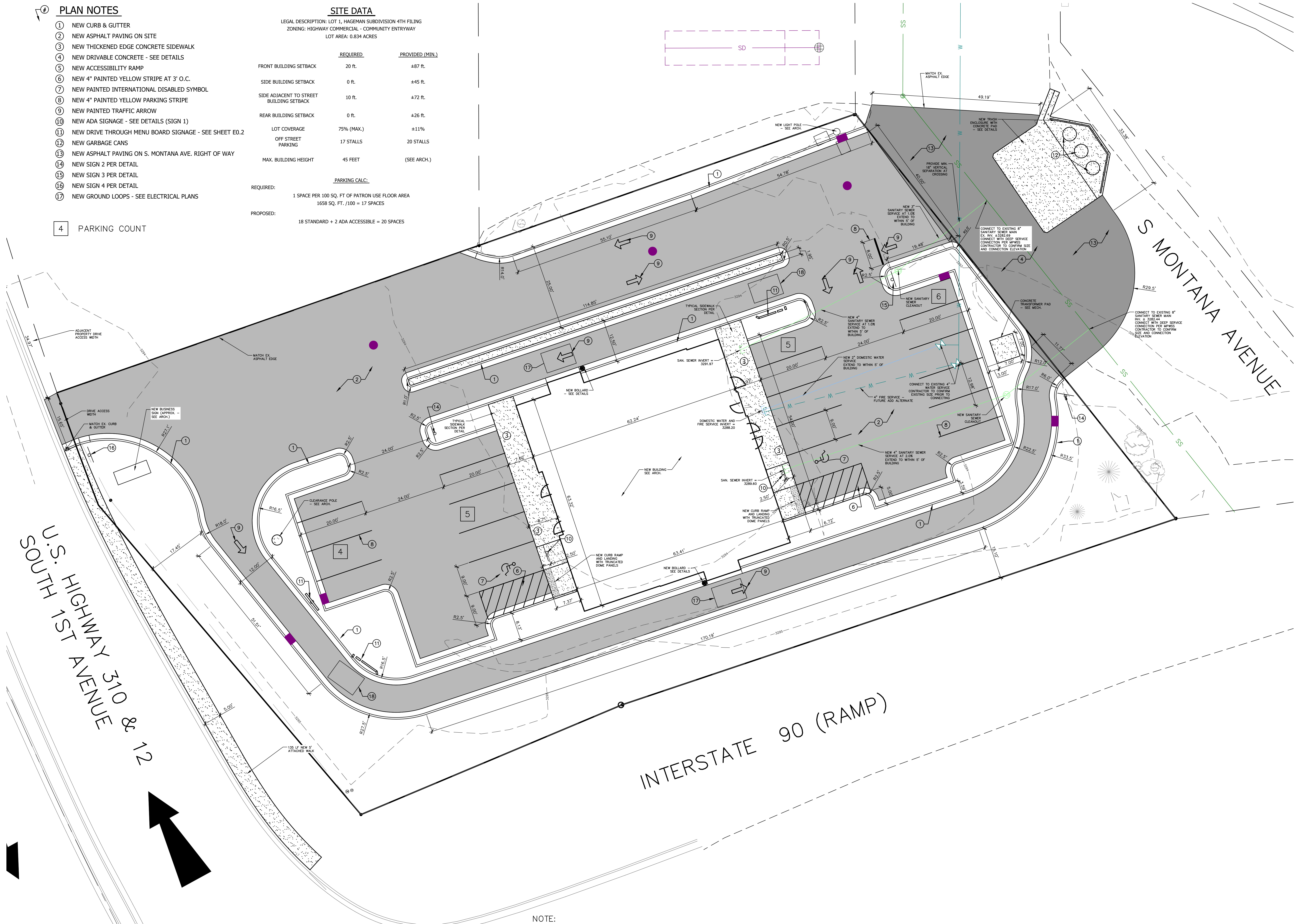
**SITE DATA**

LEGAL DESCRIPTION: LOT 1, HAGEMAN SUBDIVISION 4TH FILING  
 ZONING: HIGHWAY COMMERCIAL - COMMUNITY ENTRYWAY  
 LOT AREA: 0.834 ACRES

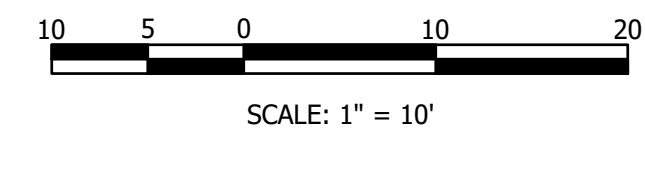
	REQUIRED	PROVIDED (MIN.)
FRONT BUILDING SETBACK	20 ft.	±87 ft.
SIDE BUILDING SETBACK	0 ft.	±45 ft.
SIDE ADJACENT TO STREET BUILDING SETBACK	10 ft.	±72 ft.
REAR BUILDING SETBACK	0 ft.	±26 ft.
LOT COVERAGE	75% (MAX.)	±11%
OFF STREET PARKING	17 STALLS	20 STALLS
MAX. BUILDING HEIGHT	45 FEET	(SEE ARCH.)

**PARKING CALC:**

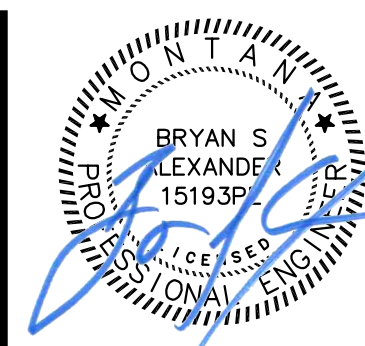
REQUIRED:	1 SPACE PER 100 SQ. FT. OF PATRON USE FLOOR AREA 1658 SQ. FT. / 100 = 17 SPACES
PROPOSED:	18 STANDARD + 2 ADA ACCESSIBLE = 20 SPACES



**NOTE:**  
 COORDINATE SIGNAGE LOCATIONS, GROUND LOOPS, AND OTHER SITE INFORMATION WITH SHEET A1.1  
 REFERENCE ELECTRICAL DRAWINGS FOR SITE LIGHTING DETAILS AND LOCATIONS



**NOTE:**  
 -EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.  
 -ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 6TH EDITION, APRIL, 2010.  
 -UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE WHERE IS PROJECT IS LOCATED AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.



**SANDERSON STEWART**  
 Enduring Community Design

sheet **SITE AND UTILITY PLAN**  
 project **LAUREL CITY BREW-CHEN'S EXPRESS**  
 owner **STEVE ZABAWA**

project # **21017**  
 revision \_\_\_\_\_ date \_\_\_\_\_

phase **PERMITS AND CONSTRUCTION**



issue date **8.13.2021**

**C2.0**

P:\1803\_24\_Highway\_Site\_Plan\_U.S.Highway\_Corridor\PRODUCTION\_FILES\1803\_24\_SITE\_PLAN.dwg (2.8.21) 10:59:37 AM, ad@msl.tl

**File Attachments for Item:**

4. Resolution – Resolution Authorizing The Mayor To Execute An Agreement With Beartooth Rc&D Economic Development District.

**RESOLUTION NO. R21-\_\_**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BEARTOOTH RC&D ECONOMIC DEVELOPMENT DISTRICT.**

WHEREAS, the City of Laurel desires to retain the services of Beartooth RC&&D Economic Development District for services relating to a regional economic development planning program; and

WHEREAS, Beartooth RC&D Economic Development District provided such services for the City of Laurel in the past and desires to continue the provision of such services for the City in accordance with the terms and conditions of the attached Memorandum of Understanding, including a membership contribution of \$2,147.93; and

WHEREAS, the City of Laurel is satisfied with the services provided to date and desires a continuation of its relationship with Beartooth RC&D Economic Development District.

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

That the Mayor is authorized to execute the attached Memorandum of Understanding with Beartooth RC&D Economic Development District.

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 \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021.

APPROVED by the Mayor this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021.

CITY OF LAUREL

\_\_\_\_\_  
Emelie Eaton, Mayor

ATTEST:

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

Approved as to form:

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



A  
**MEMORANDUM OF UNDERSTANDING**  
Between  
**Yellowstone County Commissioners, Big Sky Economic Development Authority,  
City of Billings, City of Laurel**  
And  
**Beartooth Resource Conservation & Development Area, Inc.**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “**Beartooth RC&D**” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity.**”

**WHEREAS**, Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDs). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

**WHEREAS**, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

**NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:**

**ARTICLE 1: SCOPE OF WORK:**

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five-county region. The Director’s time will be allocated consistent with the goals in the CEDs by Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials and local economic development partners from our five-county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA; therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

### **Annual Evaluation:**

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

### **ARTICLE 2: PERIOD OF PERFORMANCE:**

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2022**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

### **ARTICLE 3: PAYMENT:**

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the \$70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$35,798.89**. This figure is a total of the **\$4,500.00** county fee plus **\$31,298.89** per capita formula using a population of **164,731** as per the 2020 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$12,171.62**, City of Billings- 36% or **\$12,887.60**, City of Laurel- 6% or **\$2,147.93** and Yellowstone County- 24% or **\$8,591.73**.

Annually, Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2022, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

**ARTICLE 4: EXAMINATION OF RC&D RECORDS:**

The Entity or its representatives shall have the right to examine any books, records, or other documents of Beartooth RC&D, directly relating to costs when such costs are the basis of compensation hereunder.

**ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:**

Reproducible copies of all documents and other materials produced by Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D endeavors.

**ARTICLE 6: WARRANTY:**

Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

**ARTICLE 7: SAFETY:**

Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

**ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:**

Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Entity and obtained or developed by Beartooth RC&D in connection with the work under this memorandum of understanding. Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

**ARTICLE 9: APPLICABLE LAW:**

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

**ARTICLE 10: COMPLIANCE WITH LAWS:**

Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

**ARTICLE 11: CHANGES:**

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. Beartooth RC&D to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, the District will be informed of this change at the Entity's earliest convenience.

**ARTICLE 12: TERMINATION:**

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and Beartooth RC&D shall provide to the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

**ARTICLE 13: INDEMNIFICATION:**

Beartooth RC&D agrees to and does hereby indemnify and save the Entity, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of Beartooth RC&D and;
3. Any fines, penalties, or other amounts assessed against the Entity by reason of Beartooth RC&D's failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of Beartooth RC&D's performance of the services. However, this indemnity shall not

extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

**ARTICLE 14: INSURANCE:**

Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of Beartooth RC&D employees' injury or death while engaged in the contract work, Beartooth RC&D will indemnify and hold harmless the Entity for such costs which the Entity may be legally be required to pay to employees of Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

**ARTICLE 15: NONDISCRIMINATION:**

Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

**ARITCLE 16: INDEPENDENT CONTRATOR:**

Beartooth RC&D and the Entity agree that Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither Beartooth RC&D nor any employee of Beartooth RC&D shall be entitled to any benefits accorded Entity's employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to Beartooth RC&D, or any employee of Beartooth RC&D.

**ARTICLE 17: ASSIGNMENT:**

Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

**ARTICLE 18: NON-WAIVER:**

Waiver by the City of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

**ARTICLE 19: NOTICES:**

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

**ENTITY:**     City of Laurel  
                  P.O. Box 10  
                  Laurel, MT 59044

**RC&D:**       Beartooth RC&D  
                  P.O. Box 180  
                  Joliet, MT 59041

**ARTICLE 20: INTEGRATED AGREEMENT:**

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and Beartooth RC&D.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

**CITY OF LAUREL**

**BEARTOOTH RC&D/EDD**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Ryan VanBallegooyen  
Chairman

ATTEST: \_\_\_\_\_

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



## 2021 Laurel Projects

- Revolving Loan Fund
  - Seven loans in Yellowstone County totaling \$370,720.71 (plus one approved but not funded for \$200K)
  - Three loans in Laurel totaling \$104,859.64
- EDA CARES Act Funding
  - Cushing Terrell Regional Housing Study
  - Economic Resilience & Tourism
  - Yellowstone Economic Response & Recovery
- Yellowstone Valley Farms
- LARC planning
- BSTF grant funding for West Laurel Interchange feasibility study
- LURA
  - Joint meetings with Big Sky EDA to assist City and planning board.
- Kids Kingdom Playground
- 406 Bovine LLC
- F Bar 3 Vineyard

<b>Calculation of 2022 EDA dues:</b>						
	Est Census (as of April/2020)	Per Capita Per Capita	Base Base Fee	Total Assessment	Share % of County Assessment	
	% share County	(Population x .19)				
Big Horn	13,124	\$2,493.56	\$2,250.00	\$4,743.56		
Big Horn County	1/3	\$831.19	\$750.00		\$1,581.19	
City of Hardin	1/3	\$831.19	\$750.00		\$1,581.19	
Two Rivers Authorit	1/3	\$831.19	\$750.00		\$1,581.19	
Carbon	10,473	\$1,989.87	\$2,250.00	\$4,239.87	\$4,239.87	
Stillwater	8,963	\$1,702.97	\$2,250.00	\$3,952.97	\$3,952.97	
Sweet Grass	3,678	\$698.82	\$2,250.00	\$2,948.82	\$2,948.82	
Yellowstone	164,731	\$31,298.89	\$4,500.00	\$35,798.89		
Big Sky EDA	34.00%	\$ 10,641.62	\$1,530.00		\$12,171.62	
City of Billings	36.00%	\$ 11,267.60	\$1,620.00		\$12,887.60	
City of Laurel	6.00%	\$ 1,877.93	\$270.00		\$2,147.93	
Yellowstone County	24.00%	\$ 7,511.73	\$1,080.00		\$8,591.73	
<b>Total</b>				<b>\$51,684.11</b>	<b>\$51,684.11</b>	
<i>(Est Census Population x .19 + Base Assessment Fee) + Base Assessment Membership = Total Dues to County</i>						

**File Attachments for Item:**

5. Arbor Day Proclamation 2022





*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore, I,* Emelie Eaton, Mayor of the City of Laurel, do hereby proclaim May 3, 2021 as

# Arbor Day

In the City of Laurel, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated this* 14th day of December 2021  
 Mayor \_\_\_\_\_

**File Attachments for Item:**

7. Update on Electronic Recycling



Electronics Pick Up Receipt:

**Date of Pick Up:** 10/18/2021

**Employee Receiving Pick Up:** Anthony

**Material Description:** Misc. Electronics

**Weight Received:** 1,689 Pounds

Green Technology Solutions  
350 S Billings Blvd. Suite #2A  
(406) 206-5376  
[www.greenmt.net](http://www.greenmt.net)

\*Green Technology Solutions wipes, reformats, or physically destroys every hard drive we receive in house, guaranteeing destruction of ALL personal information. This includes drives still inside of electronic devices such as desktops, laptops, servers, DVR's, and other similar

equipment. For more information on our official process please contact us.

**File Attachments for Item:**

8. Draft Council Agenda of December 14, 2021.



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, DECEMBER 14, 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 November 23, 2021.

**Correspondence**

2. Fire Monthly Report - November 2021.
3. Police Monthly Report - November 2021.
4. Building Department Monthly Report - November 2021.

**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.*

5. Claims entered through December 10, 2021.
6. Approval of Payroll Register for PPE 11/28/2021 totaling \$239,209.62.

**Ceremonial Calendar**

7. Arbor Day Proclamation 2022

**Reports of Boards and Commissions**

8. Emergency Services Committee Minutes of November 29, 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 To Accept The Southside Master Stormwater Plan Prepared For The City Of Laurel By KLJ Engineering.
10. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With CMS, LLC For Services Relating To Upgrading The City's Laserfiche System.
11. Resolution – A Resolution Approving An Encroachment Permit For The Installation Of A Trash Enclosure On A Portion Of South Montana Avenue Adjacent To 415 South 1st Avenue.
12. Resolution – Resolution Authorizing The Mayor To Execute An Agreement With Beartooth Rc&D Economic Development District.

### **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**