



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, DECEMBER 11, 2018
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

1. Appointment of Stanley J. Langve as Chief of Laurel Police Department.
2. Appointment of Tristen Willis to the Laurel Volunteer Ambulance

Executive Review

3. Resolution - A resolution of the City Council authorizing the release of funds from the Tax Increment Financing District Fund for facade improvement and signage for the property located at 101 West Railroad Street, Laurel Montana.
4. Resolution - A resolution of the City Council authorizing the release of funds from the Tax Increment Financing District Fund for facade improvement and signage for the property located at 217-221 West Mail Street, Laurel Montana.
5. Resolution - A resolution authorizing the Mayor to execute agreements with Centron Services, Inc. D/B/A Credit Systems for collection services for the Laurel Ambulance.
6. Resolution - A resolution declaring certain items of the City as surplus available for sale or trade to the public or other City vendors for new equipment.

Council Issues

7. Discussion - Code Violations: Vehicles
8. Discussion - Vue and Brew Resolution
9. Discussion - Parliamentary Procedure

Other Items

Review of Draft Council Agendas

10. Draft City Council Agenda 12.18.2018

Attendance at Upcoming Council Meeting

Announcements

11. Recognition of Employees:

David Saylor	28 years on December 17 th	City Shop
Guy Rolison	19 years on December 6 th	City Shop
Kevin Budge	11 years on December 18 th	City Shop
Dave Waggoner	11 years on December 26 th	WTP
Jay Hatton	5 years on December 2 nd	City Shop
Keith Guy	2 years on December 22 nd	City Shop

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

Backup material for agenda item:

Appointment of Stanley J. Langve as Chief of Laurel Police Department.

November 8, 2018

TO: Mayor Tom Nelson

From: City of Laurel Police Commission

Dear Mayor Nelson,

On November 8, 2018 at 4pm the Laurel Police Commission interviewed Captain Stan Langve for the position of Police Chief.

Captain Langve presented himself as a confident professional. He showed that he is ready to take on the responsibility to lead the police department into the future.

It is the recommendation of the three members of the police commission to present to you Captain Stan Langve as the next Police Chief for the City of Laurel.

Respectfully,

Wallace Hall Chairman



Mike Kirschenmann



Tony Krumheuer



Backup material for agenda item:

Appointment of Tristen Willis to the Laurel Volunteer Ambulance



LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044
OFFICE 406.628.4911 • FAX 406.628.2185

City of Laurel
PO Box 10
Laurel, Mt. 59044

November 28, 2018

City of Laurel Mayor and City Council members,

On November 14, 2018 the Laurel Volunteer Fire Department selected Tristen Willis as a new EMT by an unanimous vote.

Tristen comes with a background in EMS from the Montana National Guard and as an ER Tech with the Billings Clinic. .

Please accept and approve Tristen's to be a part of the Department.

Brent S. Peters
Fire Chief, Laurel Fire Department

Backup material for agenda item:

Resolution - A resolution of the City Council authorizing the release of funds from the Tax Increment Financing District Fund for facade improvement and signage for the property located at 101 West Railroad Street, Laurel Montana.

RESOLUTION NO. R18-____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE
RELEASE OF FUNDS FROM THE TAX INCREMENT FINANCING DISTRICT FUND
FOR FAÇADE IMPROVEMENTS AND SIGNAGE FOR THE PROPERTY LOCATED
AT 101 WEST RAILROAD STREET, LAUREL MONTANA.**

WHEREAS, the City Council previously approved a Façade Grant Request Program proposed by the Laurel Urban Renewal Agency (LURA); and

WHEREAS, the owner of the property listed herein submitted a Grant Request for façade improvements for his property and such property is located within the Tax Increment Financing District:

Owner: James Horning: 101 West Railroad Street

WHEREAS, the LURA Board reviewed the application and recommends approval for the above Property in the amounts provided in the attached letter; and

WHEREAS, the application was complete, the project is eligible for grant assistance and LURA recommends funding of the same as provided in the attached letter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the grant request for façade improvements and signage is approved as follows:

Owner: James Horning: 101 West Railroad Street \$7060.00

BE IT FURTHER RESOLVED, the Mayor, CAO, and City Clerk Treasurer are authorized to utilize the appropriately designated accounts to pay the grants upon submission of the required documentation from the Property Owner.

Introduced at a regular meeting of the City Council on _____, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____th day of _____, 2018.

APPROVED by the Mayor this ____th day of _____, 2018.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

Laurel Urban Renewal Agency
115 W. 1st Street
Laurel, Montana 59044



November 19, 2018

To: Laurel City Council
From: Laurel Urban Renewal Agency

Subject: James Horning, Rapid Tire, Inc.


James Horning has applied for a Façade Grant to paint his building and add new signage at 101 West Railroad Street, Laurel, Montana.

The LURA committee met on November, 19, 2018 to consider the application and make recommendations to the City Council to award TIFD funds in excess of \$5,000.00 to the project. It was the committee's recommendation to award funds as follows:

1. \$4,060.00 for half of the cost of exterior prep and paint
2. \$3,000.00 for the allowable award for signage

Total award for this project is \$7,060.00, the application is attached to this letter of recommendation.

Thank you for your consideration.


Judy Goldsby
LURA Chairman

Backup material for agenda item:

Resolution - A resolution of the City Council authorizing the release of funds from the Tax Increment Financing District Fund for facade improvement and signage for the property located at 217-221 West Mail Street, Laurel Montana.

RESOLUTION NO. R18-____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE
RELEASE OF FUNDS FROM THE TAX INCREMENT FINANCING DISTRICT FUND
FOR FAÇADE IMPROVEMENTS FOR THE PROPERTY LOCATED AT 217-221
WEST MAIN STREET, LAUREL MONTANA.**

WHEREAS, the City Council previously approved a Façade Grant Request Program proposed by the Laurel Urban Renewal Agency (LURA); and

WHEREAS, the owner of the property listed herein submitted a Grant Request for façade improvements for his property and such property is located within the Tax Increment Financing District:

Owner: David Atkins: 217-221 West Main Street

WHEREAS, the LURA Board reviewed the application and recommend approval for the above Properties in the amounts provided in the attached letter; and

WHEREAS, the application was complete, the project is eligible for grant assistance and LURA recommends funding of the same as provided in the attached letter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the grant requests for façade improvements are approved as follows:

Owner: David Atkins: 217-221 West Main Street: \$6915.00

BE IT FURTHER RESOLVED, the Mayor, CAO, and City Clerk Treasurer are authorized to utilize the appropriately designated accounts to pay the grants upon submission of the required documentation from the Property Owner.

Introduced at a regular meeting of the City Council on _____, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____th day of _____, 2018.

APPROVED by the Mayor this ____th day of _____, 2018.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

Laurel Urban Renewal Agency
115 W. 1st Street
Laurel, Montana 59044



November 19, 2018

To: Laurel City Council
From: Laurel Urban Renewal Agency

David Atkins has applied for a Façade Grant to make changes to his building at 217-221 West Main Street, Laurel, Montana.

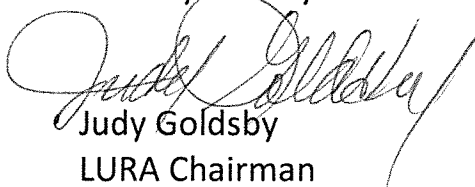
The LURA committee met on November 19, 2018 to consider the application and make recommendations to the City Council to award funds as follows:

1. \$2,550.00 to cut in new openings for windows
2. \$1,875.00 to purchase and install windows
3. \$ 750.00 for door replacement
4. \$1,740.00 for façade repair (brickwork)

Total award for this project is \$6,915.00. the application is attached to this letter.

An additional item listed as Architectural Design Fees in the amount of \$3,600.00 was removed from the application because it did not have the supporting documents from the architect. Mr. Atkins will contact High Plains Architects to clarify this item. It will be brought before the board when he is able to document his claim.

Thank you for your consideration.


Judy Goldsby
LURA Chairman

Backup material for agenda item:

Resolution - A resolution authorizing the Mayor to execute agreements with Centron Services, Inc. D/B/A Credit Systems for collection services for the Laurel Ambulance.

RESOLUTION NO. R15-__

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS
WITH CENTRON SERVICES, INC. D/B/A CREDIT SYSTEMS FOR
COLLECTION SERVICES FOR THE LAUREL AMBULANCE.**

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

Section 1: Approval. The attached agreements between the City of Laurel and Centron Services, Inc. d/b/a Credit Systems 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 said agreements on behalf of the City.

Section 3: Effective date. The effective date for the attached agreements are upon approval by the City Council.

Introduced at a regular meeting of the City Council on _____, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____th day of _____, 2018.

APPROVED by the Mayor this __th day of _____, 2018.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

CONTRACT FOR COLLECTION OF ACCOUNTS

This Agreement made and entered into by and between the City of Laurel, P.O. Box 10, Laurel, MT 59044, hereinafter designated as "the Client", and Centron Services, Inc., d/b/a Credit Systems, P.O. Box 875, Helena, MT 59624, hereinafter designated as "the Agency". This contract shall commence on the date signed.

WITNESSETH

THAT WHEREAS, the Client has, and from time to time will have, ambulance accounts and claims due to the Client which they desire to refer to the Agency for collection services;

NOW THEREFORE, in consideration for the premises and the mutual promises and agreements hereinafter stated, the parties hereto do mutually covenant and agree as follows:

COLLECTION SERVICE AGREEMENT

- 1) The Client agrees to refer to the Agency accounts that they deem appropriate for collection services by the Agency.
- 2) The Agency agrees to proceed diligently and expeditiously to collect all accounts referred by the Client to the Agency. The Agency shall at no time follow any method, routine or procedure, which will in any way, be objectionable to the Client or in violation of the Fair Debt Collection Practices Act.
- 3) The Agency agrees to record all efforts made on each account. The Agency also agrees to allow the Client to examine said records during regular business hours.
- 4) The Agency will have all rights allowed to it under the laws of the State of Montana, including but not limited to the right to charge the consumer interest at the statutory rate, and costs of collection as allowed under statute and according to contracts signed by the consumers.
- 5) The Client agrees to pay the Agency according to the following commission, for all accounts of which the Agency is providing collection services:
 - 25% contingency fee on all accounts (except legal and forwarded accounts).
 - 35% contingency fee on all legal accounts
 - 35% contingency fee on all accounts forwarded to another agency.
- 6) The Agency agrees to report all of the Client's collection accounts to a Credit Reporting Agency under their reporting parameters as collection items under the Client's name, and to comply with the Fair Credit Reporting Act.
- 7) Accounts or claims referred to the Agency by the Client will be acknowledged in writing by the Agency.

8) Settlement of accounts by the Agency, in amounts less than the full amount owing to the Client, will be made only upon approval of the Client.

9) The Agency agrees to furnish the Client a Monthly Statement with their check. This Monthly Statement will show payments made during the last period on which a commission is charged. The account number and remaining balance will also be shown. The Agency will also provide a client history report, when requested, which shows the activity and status of all the accounts listed.

10) The agreement shall be effective for a term of twenty-four (24) months commencing from the date of this contract and shall continue in full force and effect for a twenty-four (24) month period thereafter. This Agreement will be deemed to automatically be renewed on a year-to-year basis for successive terms of twelve (12) months from and after the expiration of the initial term hereof unless sooner terminated by reason of termination in the manner as hereinafter provided. At any time during the collection services agreement, this contract for services may be terminated by either party hereto, upon written notice be given to the other party at least sixty (60) days prior to the date such termination is to become effective.

11) The Agency will return accounts to the Client that were listed in error or that the cancellation is in the best interest of the Client's public relations. When an account has been cancelled and returned from the Agency, the account cannot be re-listed or collected on without the Client's approval.

12) That Agency, at all times, shall maintain a membership in a national Association such as the Associated Credit Bureaus of America, and/or the American Collector's Association, and thus protect the Client under the binding agreement as provided by membership in such national associations on forwarded accounts. That agency agrees to carry general liability and professional error and omission insurance and will provide the Client with a certificate of insurance if requested to do so by the Client.

13) It is expressly understood and agreed that the agency is, and shall at times be, deemed to have the status of an independent contractor and the agency agrees to indemnify and save the Client harmless of and from any and all claims, actions or causes of action out of any acts of the Agency in collecting or endeavoring to settle any accounts of the Client. The Client agrees to indemnify and save the Agency harmless of and from any and all claims, actions, or causes of action out of any acts of the Client in providing the services underlying the accounts referred, and from any and all claims, actions, or causes of action against the Client for mistake or error by the Client in placing the account for collection with the Agency.

14) The Client grants and conveys to the agency the right of endorsement in clearing drafts, checks and notes on accounts for the Client.

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect into the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this agreement are in contravention of the laws or regulations of the United States or State of Montana, such provisions shall be superseded by the appropriate provision of such laws or regulations, so long as same is in full force and effect.

This agreement constitutes the entire agreement and understanding between the parties regarding collection services. Representations, inducements, promises or a grievance otherwise made between the parties not embodied herein shall be of no force and effect.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date and year signed below.

**Centron Services, Inc., d/b/a
Credit Systems**

City of Laurel

By

Thomas C. Nelson

Title

Date

Mayor

Date

CONTRACT FOR ASSIGNMENT OF ACCOUNTS

This Agreement made and entered into by and between The City of Laurel, P.O. Box 10., Laurel, MT 59044 hereinafter designated as "the Client", and Centron Services, Inc., d/b/a Credit Systems, P.O. Box 875, Helena, MT 59624 hereinafter designated as "the Agency". This contract shall commence on the date signed.

WITNESSETH

THAT WHEREAS, the Client has, and from time to time will have, ambulance accounts and claims due to the Client which they desire to refer to the Agency for collection services;

WHEREAS, after the Agency has exhausted efforts at general collection services and the account balances along with statutory interest has not been fully and completely collected by the Agency, the Client may choose to sell and assign debts to the Agency;

NOW THEREFORE, in consideration for the premises and the mutual promises and agreements hereinafter stated, the parties hereto do mutually covenant and agree as follows:

ASSIGNMENT OF ACCOUNT

1. In the event the Agency performs its general collection services and the account balances, along with statutory interest, has not been fully and completely collected by the Agency, the Client may choose to sell and assign debts to the Agency.
2. After the Client sells and assigns the debt to the Agency, for value received, according to a separate Assignment for each account, the Agency will have full right and title to that assigned debt.
3. After the Client sells and assigns the debt to the Agency, for value received, the Agency will have any and all rights the Client had to collect and recover the debt from any and all individuals, corporations, or any other entity that is liable for payment of the debt. As a consequence and result of this Assignment, Agency will stand in the shoes of the Client (as the underlying creditor), with respect to recovery and collection of the debt on the account. For instance, if the Client had the right to recover the debt against both a husband and a wife prior to the assignment, the Agency will enjoy the same right to recover the debt from both husband and wife subsequent to the assignment.
4. After the Client assigns the debt to the Agency, the Agency will have all rights allowed it under the laws of the State of Montana, including but not limited to the right to charge the consumer interest at the statutory rate, attorney's fees as allowed, and costs of collection as allowed under statute and according to contracts.
5. In the event the Agency initiates legal action to recover the obligation, and a claim or counterclaim is filed against the Client which is specifically related to acts of the Client, (e.g. malpractice claims), the Client agrees to hold the Agency harmless with respect to any and all damages and injuries it might suffer as a result.
6. The Agency will be the party named as the "plaintiff" in any legal action that the Agency as owner of the debt may decide to pursue. The Agency agrees that no suit or action will be filed in the name of the Client.

7. In the event that Agency determines it is in its best interest to pursue legal action, the Client agrees to provide witnesses and documents needed to prove the Agency's case in court.
8. That agency, at all times, shall maintain a membership in a national Association such as the Associated Credit Bureaus of America, and/or the American Collector's Association, and thus protect the Client under the binding agreement as provided by membership in such national associations on forwarded accounts. That agency agrees to carry general liability and professional error and omission insurance and will provide the Client with a certificate of insurance if requested to do so by the Client.
9. It is expressly understood and agreed that the agency is, and shall at times be, deemed to have the status of an independent contractor and the agency agrees to indemnify and save the Client harmless of and from any and all claims, actions or causes of action out of any acts of the Agency in collecting or endeavoring to settle any accounts of the Client. The Client agrees to indemnify and save the Agency harmless of and from any and all claims, actions, or causes of action out of any acts of the Client in providing the services underlying the accounts referred, and from any and all claims, actions, or causes of action against the Client for mistake or error by the Client in placing the account for collection with the Agency.
10. The Client grants and conveys to the agency the right of endorsement in clearing drafts, checks and notes on accounts for the Client.
11. The Agency agrees to pay the Client 65% of the net principal recovery by the Agency, for all accounts assigned by Provider to the Agency.

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect into the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this agreement are in contravention of the laws or regulations of the United States or state of Montana, such provisions shall be superseded by the appropriate provision of such laws or regulations, so long as same is in full force and effect.

This agreement constitutes the entire agreement and understanding between the parties regarding assignment of accounts. Representations, inducements, promises or a grievance otherwise made between the parties not embodied herein shall be of no force and effect.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date and year signed below.

**Centron Services, Inc., d/b/a
Credit Systems**

City of Laurel

By

Thomas C. Nelson

Title

Date

Mayor

Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is by and between **Centron Services, Inc. d/b/a Credit Systems** ("Business Associate") and The City of Laurel and shall be effective as of the dates specified below.

Organization and Business Associate mutually agree to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

1. Privacy of Protected Health Information.

a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Organization's behalf or receives from Organization (or another business associate of Organization) and to request Protected Health Information on Organization's behalf (collectively, "Organization's Protected Health Information") only:

i) **Functions and Activities on Organization's Behalf.** Collect bad debt for ambulance service _____

ii) **Business Associate's Operations.** With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:

A) Use and/or disclosure of the Protected Health Information only as permitted or required by law.

B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Organization's Protected Health Information that the person or entity will:

1) Hold Organization's Protected Health Information in confidence and use or further disclose Organization's Protected Health Information only for the purpose for which Business Associate disclosed Organization's Protected Health Information to the person or entity or as Required by Law; and

2) Promptly notify Business Associate (who will in turn notify Organization in accordance with Section 4(a)) of any instance of which the person or entity becomes aware in which the confidentiality of Organization's Protected Health Information was breached within 15 calendar days of the Business Associate's discovery of the unauthorized use and/or disclosure.

3) Establish procedures for mitigating, to the greatest extent possible, any adverse effects from any improper use and/or disclosure of Protected Health Information.

b) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Organization's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:

i) Disclosure to or request by a health care provider for Treatment;

ii) Use for or disclosure to an individual who is the subject of Organization's Protected Health Information, or that individual's personal representative;

iii) Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Organization's Protected Health Information to be used or disclosed, or by that individual's personal representative;

iv) Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section 5(a) of this Agreement;

v) Use or disclosure that is Required by Law; or

vi) Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

c) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Organization's Protected Health Information, except as permitted or required by this Agreement or in writing by

Organization or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Organization's Protected Health Information in a manner that will violate 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" (the "Privacy Rule") if done by Organization, except as set forth in Section 1(a)(ii).

d) Information Safeguards.

i) **Privacy of Organization's Protected Health Information.** Business Associate will comply with the Privacy rule to meet the obligation to protect the privacy of Organization's Protected Health Information. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards as set forth in 45 C.F.R. § 164.308; §164.310; §164.312 and §164.316. The safeguards must reasonably protect Organization's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. Organization reserves the right to request proof of reasonable safeguards to determine compliance with the Privacy regulation.

ii) **Security of Organization's Electronic Protected Health Information.** Business Associate will comply with the Security rule to meet the obligation to protect Organization's Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards as set forth in 45 C.F.R. § 164.308; §164.310; §164.312 and §164.316. The safeguards must reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Organization's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C. Organization reserves the right to request proof of reasonable safeguards to determine compliance with the Privacy regulation.

iii) **Provisions of the American Recovery and Reinvestment Act of 2009 (ARRA).** The Business Associate agrees to comply with any and all privacy and security provisions made applicable to Business Associate by the ARRA on the applicable effective date as designated by ARRA and any subsequent regulations promulgated under ARRA and/or guidance thereto.

e) **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Organization to disclose Organization's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Organization's Protected Health Information and/or Electronic Protected Health Information that are applicable to Business Associate under this Agreement.

2. **Compliance with Transaction Standards.** Effective on the last date written below, if Business Associate conducts in whole or part electronic Transactions on behalf of Organization for which DHHS has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Organization that:

- a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b) Adds any data element or segment to the maximum defined data set;
- c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- d) Changes the meaning or intent of the Standard Transaction's implementation specification.

3. **Individual Rights.**

a) **Access.** Business Associate will, within 30 calendar days following Organization's request, make available to Organization or, at Organization's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Organization's Protected Health Information about the individual that is in Business Associate's custody or control, so that Organization may meet its access obligations under 45 C.F.R. § 164.524.

b) **Amendment.** Business Associate will, upon receipt of written notice from Organization, promptly amend or permit Organization access to amend any portion of Organization's Protected Health Information, so that Organization may meet its amendment obligations under 45 C.F.R. § 164.526.

c) **Disclosure Accounting.** So that Organization may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

i) **Disclosures Subject to Accounting.** Business Associate will record the information specified in Section 3(c)(iii) below (“Disclosure Information”) for each disclosure of Organization’s Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Organization or to a third party.

ii) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Organization’s Protected Health Information:

- A) That occurred before April 14, 2003;
- B) For Treatment, Payment or Health Care Operations activities;
- C) To an individual who is the subject of Organization’s Protected Health Information disclosed, or to that individual’s personal representative;
- D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Organization’s Protected Health Information disclosed, or by that individual’s personal representative;
- E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of Organization’s Protected Health Information disclosed and for disaster relief;
- F) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
- G) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
- H) In a Limited Data Set;
- I) Incident to a use or disclosure that Business Associate is otherwise permitted to make by this Agreement; and
- J) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.

iii) **Disclosure Information.** With respect to any disclosure by Business Associate of Organization’s Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

A) **Disclosure Information Generally.** Except for repetitive disclosures of Organization’s Protected Health Information as specified in Section 3(c)(iii)(B) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Organization’s Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Organization’s Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Organization), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

iv) **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to Organization within 30 calendar days following Organization’s request for such Disclosure Information to comply with an individual’s request for disclosure accounting.

d) **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Organization makes that either (i) restricts use or disclosure of Organization’s Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about Organization’s Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that Organization notifies Business

Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Organization will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Organization's Protected Health Information will remain subject to the terms of the restriction agreement.

4. Privacy Obligation Breach and Security Incidents.

a) Reporting.

i) **Privacy Breach.** Business Associate will report to Organization any use or disclosure of Organization's Protected Health Information not permitted by this Agreement or in writing by Organization. Business Associate will make the report to Organization's Privacy Official not more than 15 calendar days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will at least:

- A) Identify the nature of the non-permitted use or disclosure;
- B) Identify Organization's Protected Health Information used or disclosed;
- C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- D) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;
- E) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
- F) Provide such other information, including a written report, as Organization may reasonably request.

ii) **Security Incidents.** Effective on the last date as written below, Business Associate will report to Organization within 15 calendar days any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Organization's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report in such form as Organization requires, except if any such security incident resulted in a disclosure of Organization's Protected Health Information or Electronic Protected Health Information not permitted by this Agreement, Business Associate will make the report in accordance with Section 4(a)(i) above.

b) Termination of Agreement.

i) **Right to Terminate for Breach.** Organization may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within 30 calendar days after receipt of the notice. Organization may exercise this right to terminate this Agreement by providing Business Associate written notice of termination, stating the failure to cure the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Organization's notice of termination.

ii) **Right to Terminate on Regulation Change.** Either Organization or Business Associate may terminate this Agreement if amendment or addition to 45 C.F.R. Parts 160-64 affects the obligations under this Agreement of the party exercising the right of termination. The party so affected may terminate this Agreement by giving the other party written notice of such termination at least 90 calendar days before the compliance date of such amendment or addition to 45 C.F.R. Parts 160-64.

iii) Obligations on Termination.

A) **Return or Destruction of Organization's Protected Health Information as Feasible.** Upon termination or other conclusion of this Agreement, Business Associate will, if feasible, return to Organization or destroy all of Organization's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Organization's Protected Health Information. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Organization's Protected Health Information as permitted by Section 1(e) of this Agreement, to if feasible return to Business Associate (so that Business Associate may return it to Organization) or destroy all of Organization's Protected Health Information in whatever

form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Organization's Protected Health Information, and certify on oath to Business Associate that all such information has been returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 60 calendar days following the effective date of the termination or other conclusion of this Agreement.

B) Procedure When Return or Destruction Is Not Feasible. Business Associate will identify any of Organization's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section 1(e) of this Agreement, that cannot feasibly be returned to Organization or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will require such subcontractor or agent to limit its further use or disclosure of Organization's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 60 calendar days following the effective date of the termination or other conclusion of this Agreement.

C) Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and safeguard the security of Organization's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

c) Indemnity. Business Associate will indemnify and hold harmless Organization and any Organization affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Organization's Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent under Business Associate's control.

i) Right to Tender or Undertake Defense. If Organization is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of Organization's Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent under Business Associate's control, Organization will have the option at any time either (A) to tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Organization's interests at Business Associate's expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

ii) Right to Control Resolution. Organization will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Organization may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Organization under this Section 4(c).

5. General Provisions.

a) Inspection of Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to its use and disclosure of Organization's Protected Health Information available to Organization and to DHHS to determine Organization's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.

b) Definitions. The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The terms "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this Agreement, Organization's Protected Health Information encompasses Organization's Electronic Protected Health Information.

c) Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Organization's Protected Health Information or Standard Transactions and this Agreement will automatically amend such that the obligations

imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation, unless Organization or Business Associate elects to terminate the Agreement in accordance with Section 4(b)(ii).

d) No Third Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

IN WITNESS WHEREOF, Organization and Business Associate execute this Agreement in multiple originals to be effective on the last date written below, except as otherwise specified herein.

Centron Services, Inc. d/b/a Credit Systems

City of Laurel

By: _____

By: Thomas C. Nelson_____

Its: _____

Its: Mayor_____

Date: _____

Date: _____



Centron Services, Inc. d/b/a Credit Systems (hereinafter referred to as CSI) is a full-service collection agency. We offer bad debt collection, pre-collection, managed self-pay collections, insurance billing and collection, skip tracing, asset checks, referral to legal counsel and follow through the entire legal process, and post judgment collection to include writs of execution and sale of property.

The bad debt collection process is very hands on where we do not provide a script for the collection staff. We hire well-spoken communicators who can examine the account and determine the best course of action to get the account collected in full and in a timely manner. Below is general description of how an account moves through the collection process with an emphasis a few common scenarios that may be of interest.

- When a collection account is referred to us for collection we first send an acknowledgement to our client for verification of consumer name and amount owed.
- We then send our first notice to the consumer. This notice fully complies with the Fair Debt Collection Practices Act (FDCPA) in that it gives the consumer notice that the account has been referred to a collection agency and that they have certain rights that are defined within the letter.
 - o Each account that is listed will have a first notice sent on it. Accounts are never grouped together on this specific letter.
- Depending on the information that is listed with the account it may be sent to our skip-tracing company to have a full search done.
 - o This information is then placed in the account and transferred to a live collector to follow up on.
- The account is referred to a live collector within seven working days from placement.
 - o Once received by our collector, the consumer is called and asked to pay the account in full.
 - If multiple numbers exist we will attempt to reach the consumer on all of them.

- In the event the consumer is unable to pay the account in full, we then attempt to set up a payment arrangement that will comply both with the consumer's budget as well as be acceptable to our client and collector.
 - In the case where an acceptable agreement does not seem possible due to circumstances we will send the consumer a cooperative statement to fill out.
 - This form allows the collector to compare the income vs. expenses of the consumer and work with them as a financial counselor in order to come to a repayment agreement on the account.
- If the consumer complies with the arrangements, then we monitor the payments to be certain that none are missed.
- If payments are not made as promised or if the consumer does not cooperate with our collector, we then consider if legal action is warranted.
 - In some instances a payment plan may be reestablished with the consumer.
- Throughout the process of contacting the consumer our collector is also collecting information regarding assets that will assist in determining whether or not we will consider legal action.
- Calling the consumer is an ideal method of contact, but circumstances do not always lend themselves to direct telephone contact.
 - In such instances we rely on notices to convey a sense of urgency about the account and move the consumer to contact us.
 - The account is also referred to two credit reporting repositories for inclusion on the consumer's credit file. Those repositories are Equifax and Transunion.
- An amicable solution is always attempted during our collection process. There are occasions where a dispute is identified on the account. Some disputes can be resolved by an internal review of the account, but if that cannot be done the following process takes place.
 - We ask the consumer to send documentation to support their dispute.
 - When a dispute is received either verbal or written we are required to cease collection efforts until an investigation is done into their dispute.
 - Once the documentation is received we send it to our client and ask for a written response from them within 30 days to be in compliance with the Fair Credit Reporting Act.
 - Once the client's response is received we will relay the response onto the consumer.

- If the response is that the dispute is not valid we will continue collection efforts.
 - If the dispute is valid the account is cancelled back to the client.
- In some instances we determine that legal action is necessary to get the account collected. We do not take the seriousness of court actions lightly.
 - When it is determined that legal action is required, a letter is sent from our attorney that advises the consumer that legal action is pending and emphasizes the necessity of contacting our office immediately.
 - Included with this letter is a cooperative statement for the consumer to fill out if they do not feel they can pay the account in full.
 - If the consumer still does not cooperate, then the action is filed by our attorney in CSI's name and we proceed through the legal system.
 - Our client is notified when legal action is initiated.
 - The amount of time that it takes an account to reach the point where legal action is taken varies for each individual account.
 - Once judgment is obtained we will follow the action through each step and make certain that garnishments/writs and sale of property are monitored with due diligence.
 - We will petition the court for a proceeding supplemental hearing when it is warranted. In that situation, a notice to appear is served upon the judgment consumer and he/she is direct to appear in court at a named time and present all financial records, including all assets. This process can prove to be effective.

A summary of CSI's workflow is as follows:

Day 1 - Accounts are manually or electronically loaded

Day 2 - First notices are sent to the consumers. If the account needs skip tracing then the account is electronically sent

Day 7 - Account is presented to a collector who will do first level work on the account which will consist of the following but is not limited to the following:

Collector will try to contact the consumer via telephone. They will try all numbers provided and will skip trace account for more information to ensure we have current information. One of the following will happen from there:

Positive contact- A promise will be made to pay in full the account and or make payment arrangements to satisfy the obligation. This promise will then be monitored.

Negative contact- The consumer will either question or dispute the validity of the debt or their obligation to pay. We will provide the necessary information to the consumer and try to resolve the issue.

No contact- The consumer will not be reachable by telephone and /or mail and there will be no current information in our skip tracing resources.

Whether it is a negative or no contact, if the consumer is not willing to resolve the issue and pay the debt, the account will be reviewed for legal action. If the account is sent to our legal department we will petition the court for judgment in order to garnish available assets to satisfy the debt.

If the consumer has no assets and does not qualify for legal action we will continue to work the account and/or close the account back to our client as agreed. If collection efforts are exhausted on the account the collector may choose to place the account in a dormant status. This is done to allow the account to remain on the credit file and be reopened in any circumstance deemed necessary.

Day 31 plus - In a positive contact situation the accounts are monitored. In a negative contact situation, we continue to try to resolve it and turn it into a positive contact situation. In a no contact situation we utilize letters, skip-tracing and calls to try to turn it into a positive contact situation.

Day 120- Account is presented to Equifax and TransUnion to be placed on the consumer's credit file as a bad debt collection account.

Backup material for agenda item:

Resolution - A resolution declaring certain items of the City as surplus available for sale or trade to the public or other City vendors for new equipment.

RESOLUTION NO. R18-__

**A RESOLUTION DECLARING CERTAIN ITEMS OF THE CITY AS
SURPLUS AVAILABLE FOR SALE OR TRADE TO THE PUBLIC OR OTHER
CITY VENDORS FOR NEW EQUIPMENT.**

WHEREAS, the City of Laurel has inventoried equipment and other items that are no longer of use to the city; and

WHEREAS, in accordance with MCA §7-8-420(1), the council has the authority to sell or otherwise dispose of the property by declaring them surplus; and

WHEREAS, these surplus items shall be offered to the public for sale or utilized by the city for purposes of trade in value on newly purchased property.

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

1. That the city council declares the property included on Attachment A as surplus property pursuant to Montana law; and

2. The Mayor and City Staff are authorized to dispose of the surplus property through public sale or for use as a trade in for newly purchased property.

Introduced at a regular meeting of the City Council on _____, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____th day of _____, 2018.

APPROVED by the Mayor this __th day of _____, 2018.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

Backup material for agenda item:

Discussion - Vue and Brew Resolution

RESOLUTION NO. R18-80

A RESOLUTION OF THE CITY COUNCIL APPROVING AN APPLICATION FOR SPECIAL REVIEW FOR THE VUE AND BREW THEATER LOCATED AT 101 WEST FIRST STREET FOR THE PURPOSE OF ALLOWING ONSITE SALES AND CONSUMPTION OF ALCOHOL.

WHEREAS, the property owner submitted a Special Review Application for the above-described property which is currently located and within the Central Business District (CBZD); and

WHEREAS, the property owner desires to sell alcohol to his customers at his/her property for onsite consumption; and

WHEREAS, the Laurel Municipal Code authorizes such use upon approval through the Special Review Procedure; and

WHEREAS, the property owner submitted an application for special review to the Laurel-Yellowstone City-County Planning Board (acting as the Zoning Commission) for review and consideration. The Planning Board recommends the City Council's approval of the application for special review, subject to the following conditions:

1. That the operation of the Special Use be in accordance with the plans, limitations and specifications submitted with the application, which is attached hereto and incorporated herein by this reference, except as modified by these conditions; and
2. That the operation and utilization of the permissions authorized by Special Review be in accordance with the requirements of the Laurel Montana Code and that all licenses, permits or other authorizations required by the State of Montana be obtained prior to the sale and consumption of alcohol commences on the subject property.

WHEREAS, pursuant to LMC 17.68.040, the Zoning Commission determined that a subsequent public hearing by the City Council is not advisable or required for this special review;

WHEREAS, the City Council of the City of Laurel hereby finds it is in the best interests of the residents of the City of Laurel to approve the application for special review as articulated in the Staff Report and Findings attached hereto, subject to the above stated conditions.

NOW THEREFORE, BE IT RESOLVED that the request for approval of an application for special review to sell alcohol for onsite consumption at the Vue and Brew Theater located at 101 West First Street, Laurel, Montana; and

BE IT FURTHER RESOLVED, that the approval of the application for special review is site specific to this address, and the approval granted herein is subject to the conditions listed herein.

Introduced at a regular meeting of the City Council on November 20, 2018, by Council Member Sparks.

PASSED and APPROVED by the City Council of the City of Laurel this 20th day of November, 2018.

APPROVED by the Mayor this 20th day of November, 2018.

CITY OF LAUREL



Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

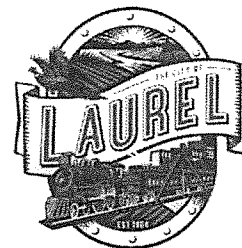


Sam Painter Civil City Attorney

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Director of Public
Works

Date: November 1, 2018
To: Mayor and City Council
From: Laurel Planning and Zoning Commission
Re: Vue and Brew Conditional Use Request

The Laurel Planning and Zoning Commission, with five (5) members attending, conducted a public hearing on Thursday, November 1, 2018 on a Special Review submitted by UC Enterprises for onsite sales and consumption of alcohol within the Laurel Central Business Zoning District (CBZD). The property involved in the request is the Vue and Brew Theater, 101 West First Street, and is described as East Laurel Original Townsite Lot 9, Block 2A, Section 9, T. 2 S., R. 24 E., P.M.M., City of Laurel, Yellowstone County, Montana.

Following the public hearing, the Commission found favorable on the following requirements of the Laurel Montana Code:

- The request complies with the requirements of §17.68.040 of the City of Laurel Zoning;
- The request is consistent with the objectives and purpose of Title 17 of the Laurel Municipal Code;
- The proposed use is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;
- The zoning commission shall consider and may impose modification or conditions concerning, but not limited to:
 - Street and road capacity,
 - Ingress and egress to adjoining streets,
 - Off-street parking,
 - Fencing, screening and landscaping.
 - Building bulk and location,
 - Usable open space,
 - Signs and lighting,
 - Noise, vibration, air pollution and similar environmental influences.
- The Lot and proposed Use meet the Criteria found in 17.48.090 LMC.

The Planning and Zoning Commission recommends that the City Council APPROVE the special review for the Vue and Brew subject to the following conditions:

1. That the operation of the Special Use be in accordance with the plans, limitations and specifications submitted with the application except as modified by these conditions.
2. That the operation and utilization of the permissions authorized by Special Review be in accordance with the requirements of the Laurel Montana Code and that all licenses, permits or other

authorizations required by the State of Montana be obtained prior to the sale and consumption of alcohol commences on the subject property.

The City Council may act upon this request without any further action on the part of the Laurel Planning and Zoning Commission.

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Office of the Director of Public
Works

INTRODUCTION

On Friday, September 28, 2018, UC Enterprises submitted a Special Review Application for onsite sales and consumption of alcohol within the Laurel Central Business Zoning District (CBZD). The property involved in the request is the Vue and Brew Theater, 101 West First Street, and is described as East Laurel Original Townsite Lot 9, Block 2A, Section 9, T. 2 S., R. 24 E., P.M.M., City of Laurel, Yellowstone County, Montana.

The project will be presented to the Laurel – Yellowstone City County Planning Board on **November 1, 2018**, with a recommendation to the Laurel City Council for final decision in late November.

PLANNER RESPONSIBILITY

- A. Consult with other departments of the City or County to evaluate the impact of the special review upon public facilities and services; ACCOMPLISHED
- B. Study each application with reference to its appropriateness and effect on existing and proposed land use, and reference to the comprehensive plan; ACCOMPLISHED
- C. Advertise twice in a newspaper of general circulation in the jurisdictional area of the Laurel – Yellowstone City County Planning Board; ACCOMPLISHED
- D. Notify by mail, the applicant or his agent at least five days prior to the date of the public hearing of the date, time and place of such hearing; ACCOMPLISHED
- E. Notify, by mail, all property owners within 300 feet of the exterior boundaries of the property subject to the special review of the date, time and location of the public hearing; ACCOMPLISHED
- F. After the public hearing and as part of the public record, report findings and conclusions and recommendations to the Zoning Commission.

STANDARD OF REVIEW Zoning Commission/City Council

- The request complies with the requirements of §17.68.040 of the City of Laurel Zoning;
- The request is consistent with the objectives and purpose of Title 17 of the Laurel Municipal Code;
- The proposed use is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;
- The zoning commission shall consider and may impose modification or conditions concerning, but not limited to:
 - Street and road capacity,

- Ingress and egress to adjoining streets,
- Off-street parking,
- Fencing, screening and landscaping.
- Building bulk and location,
- Usable open space,
- Signs and lighting,
- Noise, vibration, air pollution and similar environmental influences.

VARIANCES REQUESTED

N/A. None Requested.

MINUTES

CITY OF LAUREL

City/County Planning Board

11/01/2018 10:00 AM

City Council Chambers

COMMITTEE MEMBER PRESENT:

Judy Goldsby, Chair John Klasna

Even Bruce Roger Giese

Jerry Williams

OTHERS PRESENT:

Forrest Sanderson, Contract Planner KLJ

Richard Herr, Bob Ulrich, Kris Vogele, Linda Frickel, Kathleen Gilluly, Dan Koch

1. Public Comment- none

2. General Items

- a. Approval of the previous minutes was approved
- b. Public Hearing Vue and Brew in the Central Business District. Judy read the rules for the public hearing and Forrest read the application and the process for advancing the request through the City-County Planning and City Council.

Judy asked if there was any proponents of the special review request. Kris Vogele who lives at 306 East 4th Street spoke as one of the owners of the LLC that operates the Vue and Brew. Kris is also the applicant of the special request and informed the Planning Board of his intentions on the sale of alcohol at the Vue and Brew. Kris stated that all monies from the sale of alcohol will go to Sonny O'Days as per Montana Statue and that they plan on working with Sonny O'Days for staffing and sale of the alcohol in a concession agreement. Kris also stated that they received sixty comments on their Facebook page with fifty nine of those comments in support and Kris welcomed anyone to go and view the Vue and Brew's Facebook page. Linda Frickel who lives at 1737 Groshell Boulevard and was the previous owner of the Owl Café for over twenty years had the same concession agreement with Sonny O'Days and received no monies from the sale of alcohol but wanted to offer the opportunity for her customers to consume alcohol at the Owl Café. Linda is in support of this application and would like the Planning Board to also support their plans. Linda stated she has been a customer of the Vue and Brew since it opened and enjoys watching movies in Laurel. Judy asked for additional proponents twice and no additional proponents came forward. Judy then asked for any opponents three times and no opponents came forward to speak. Forrest read into the record an email he received from Shannon Cole-

Merchen on October 30, 2018. This email was in support of the proposal to allow for the alcohol sale and consumption at the Vue and Brew. The Public Hearing was closed.

3. New Business

- a. Judy asked the Planning Board members if they had any questions about the special review for the Vue and Brew about the sale and consumption of alcohol. Roger asked about the location in the building where the alcohol will be served. Kris stated that there is a separate area as you walk in through a window is where the alcohol will be sold. Kris stated that it would be similar to what the Billing Exchange does at the Metra. Kris stated one of the stipulations is that you cannot have an area where minors can access the storage of alcohol. Kris said that the concession employees will not be in the same area as the sale of alcohol. Evan asked if the area was going to be in the area of ticket sales. Kris stated that the area would be right as you walk in the building off to the side, it will be its own separate area. Roger asked about the relationship between Sonny O'Days and the Owl Café and now with the Vue and Brew. Judy stated that it will be up to the State of Montana to decide. Kris stated there will be a concession agreement with Sonny O'Days and Sonny O'Days will have the responsibility to for all requirements including liability insurance. Roger asked Kris if he felt it was necessary for there to be another avenue to sell alcohol in this city. Kris stated that the word "necessary" may not be the word but he feels that many customers would like to have a beverage while they watch their movie. Roger asked if they can take it into the movie with them or do they have to consume it in a special area. Kris stated within the confines of the entire building. Evan asked about training of the employees that will serve the alcohol. Kris states that the shared employees will be trained per the state guidelines. Evan asked if they sought out the transfer of the license into the Vue and Brew name. Kris said no. John stated that Kris is providing a space for the continuance of Sonny O'Days to operate and Kris said yes. Roger asked if they have submitted this to the state yet and Kris said that they have not. Kris stated they needed to have the City signed off on the request before they submitted the application to the State. Jerry stated that he thinks it is a great idea personally. Jerry also stated that he can see that this will help this business stay open. Forrest read his statement of analysis and finds that the application and comments from the public hearing are adequate for the board's consideration of approval with two conditions. Those conditions are that the operation and management of the facility shall be in accordance with the application, plans and testimony to this board and that they comply with City of Laurel's Codes and they comply with State Rules and Regulations. John asked about the Church next door that uses the building for youth events. Forrest stated that the standard to be further than 600 feet from a place of worship is waived in the Central Business District. Judy said that they rarely use the building for youth activities. Judy stated that Roger made the motion to approve the Special Use and forward it onto City Council for approval and was needing a seconding on the motion. Evan seconded the motion and all board members were in favor with a roll call vote. Forrest stated that this recommendation would be forwarded onto the next City Council Workshop and posted as required.
- b. Forrest presented the final plat application for Russel Minor Subdivision that had been previously approved by this board and by the Yellowstone County Commissioners. John made

the motion to approve Judy signing the final plat for approval. Evan questioned the location of the subdivision and Forrest explained and showed the check print of the subdivision to the board. Jerry seconded the motion and all board members approved.

- c. Forrest explained the CDBG Grants and what they can be used for like Growth Management Policy or a Capital Improvement Plan. Subdivision regulations could also be reviewed with this type of grant. Forrest stated that these are really competitive grants and the City will be prepared to apply for a grant as to what the City Council will. Jerry asked about traffic issues and grants for a traffic study. Judy spoke of the previous transportation grant and Forrest stated that there are other ways to get funds for urban transportation plan. John asked if there are two grants to apply for and Forrest indicated that all plans are presented to City Council and the City Council then determines what the priority will be and they will vote for the highest priority for funding. Forrest stated you can only submit one application per funding application. Evan asked what the grant will applied for and Judy stated that is what has to be determined. Evan asked where the public hearings would take place and Forrest said it would be at the City Council meetings. Judy said that the planning board is an advisory committee. Jerry stated that if we are to grow that the traffic issues needs to be resolved. Judy asked the members to review the growth management plan and the traffic study that was previously prepared for the City.

4. Old Business

- a. Planner Update- Forrest said the City received one application so far.

5. Other- Jerry asked about improvements at Riverside Park. Judy briefed the board that the process is moving forward

6. Announcements- Next meeting scheduled December 6th, 2018. Forrest said so far there is nothing on the agenda.

7. Adjournment was called for by Judy, Roger motioned to adjourn with John seconding the motion, all were in favor and the meeting adjourned at 10:55am.

Respectfully Submitted,

Kurt Markegard

CITY HALL

115 W. 1st St.

PUB WORKS: 628-4796

PWD FAX: 628-2241

WATER OFFICE: 628-7431

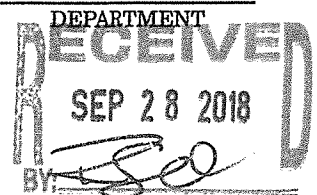
WTR FAX: 628-2289

MAYOR: 628-8456

City Of Laurel

P.O. Box 10

Laurel, Montana 59044



APPLICATION FORM – SPECIAL REVIEW

The undersigned as owner or agent of the following described property requests a Special Review as outlined in the City Zoning Ordinance:

Legal Description: East Laurel Original Townsite, Blk 9, Lot 2A

General Description: (address): 101 W 1st St, Laurel MT 59044

ATTACH MAP SHOWING DIMENSIONS, ACREAGE AND LOCATION OF TRACT: _____

Owner of Tract: ULC Enterprises, LLC (Robert Ulrich - Kris Vogele) members

Mailing address: 101 W 1st St, Laurel MT 59044

Phone number: 406-697-6215

Attach site plan: Attached

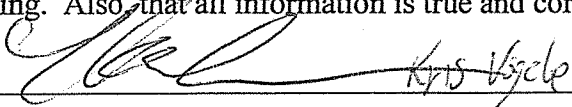
Time Schedule for development:


Attached

Special Review requested:

Attached

I understand that the filing fee accompanying this application is not refundable and that it pays part of the cost in processing. Also, that all information is true and correct.

Petitioner's Signature:  Kris Vogele

Fee paid and date: \$325, 9/28/18 

Site Plan:

No physical changes or renovations are expected to be made as a result of this change of use except the addition of one sign which will be located in the front window immediately west of the main doors indicating the business with which The VUE and BREW will enter into a concession agreement with: Sonny O Day, Inc. This sign will be no more than 3ft by 3ft and will be displayed through the window from the inside of the building and not be affixed to the outside of the building.

All beverages of an alcoholic nature will be stored and prepared in a separate, exclusive location adjacent to the food preparation and serving area. Customers of legal age will purchase their beer or wine (and food if desired) from this location. Alcoholic beverages will not be sold or served at the movie ticket or concession counter. Employees who work for The VUE and BREW who are not of legal age to sell or serve alcoholic beverages in a restaurant will not be permitted access to the area in which alcoholic beverages are stored, served or sold from.

Special Review Requested:

The subject property, 101 W 1st St, Laurel, MT 59044 (East Laurel Original Townsite, Block 9, Lot 2A) owned by U.C. Enterprises, LLC and currently rented by VUE, LLC dba The VUE and BREW, resides in the Central Business District of Laurel, MT as defined in Laurel Municipal Code 17.12.130.

Laurel Municipal Code 17.20.020 outlines specific changes in proposed establishment operations that require a Special Review by the City Planning Board and indicated in chart 17.20.010, page 394, Eating and Drinking Establishments under stated code.

UC Enterprises, as owner of the property located at 101 W 1st St, Laurel, MT 59044 and VUE, LLC dba The VUE and BREW as operator at 101 W 1st St, Laurel, MT 59044, request a Special Review as outlined in Laurel Municipal Code 17.68 to allow the sale and service of alcoholic beverages for on-site consumption.

The VUE and BREW is an establishment which includes three theaters and offers a light menu restaurant licensed under the State of Montana operating in Laurel's Central Business District as allowed use under municipal code 17.20.010. In addition to first run movie viewing and special showings for private parties renting theater space The VUE and BREW's restaurant, licensed under the State of Montana as a large restaurant operation, has exemplary inspection reviews by the Montana Department of Health and Human Services since opening in February 2013. The VUE and BREW restaurant offers light menu items to include pizza, hamburgers, hot dogs, nachos, premium coffee drinks and ice cream. The business also has a separate full service concession stand serving popcorn, candy, soda, specialty drinks, and other common concession offerings.

Upon a successful change of use special review by the City of Laurel and final approval to sell alcoholic beverages by the State of Montana, The VUE and Brew plans to have beverages containing alcohol (primarily beer and wine) served under a concession agreement with a current all-beverage licensee as outlined in Montana Rule 42.12.133 "Concession Agreements" as overseen by the State of Montana Department of Revenue.

Sonny O Day, Inc , under Concession Agreement with The VUE and BREW, will begin serving beer and wine to customers immediately upon final approval of the State of Montana who will review a concession agreement after a change of use is approved by the City of Laurel.

Sonny O Day, Inc under concession agreement with The VUE and BREW plan to sell alcoholic beverages (primarily beer and wine) to customers after 7pm on Friday and Saturday nights and to any private parties who rent table or theater space for special events regardless of time (always in accordance to State of Montana sales guidelines).

Backup material for agenda item:

Draft City Council Agenda 12.18.2018



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, DECEMBER 18, 2018
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 City Council Minutes December 4, 2018.

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

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

2. Claims for the month of November 2018.
3. Approval of Payroll Register for PPE 12/2/2018 totaling \$182,271.68.
4. Receiving the Committee/Board Minutes into the Record.
 - Budget/Finance Committee minutes of December 4, 2018.
 - Council Workshop minutes of November 13, 2018.
 - Council Workshop minutes of November 27, 2018.
 - Council Workshop minutes of December 11, 2018.
 - Park Board minutes of November 1, 2018.
 - Park Board minutes of December 6, 2018.
 - Laurel Urban Renewal Agency minutes of November 19, 2018.

Ceremonial Calendar

Reports of Boards and Commissions

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

5. Appointment of Stanley J. Langve as Chief of the Laurel Police Department
6. Appointment of Tristen Willis to the Laurel Volunteer Ambulance
7. Resolution No. R18-__: Rapid Tire Facade Grant
8. Resolution No. R18-__: David Atkins Facade Grant
9. Resolution No. R18-__: Centron Collections Contract
10. Resolution No. R18-__: Surplus Trade-In of Ambulance/Sewer Camera

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