



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, DECEMBER 18, 2018
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R18-85

NEXT ORD. NO.
O18-02

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. [Approval](#) of Corrected City Council Minutes December 4, 2018.

Correspondence

2. [Laurel](#) Chamber of Commerce minutes of November 8, 2018; Laurel Chamber of Commerce Agenda of December 13, 2018.

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

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

3. Claims for the month of November 2018.
4. Approval of Payroll Register for PPE 12/2/2018 totaling \$182,271.68.
5. 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.
 - Library Board minutes of November 13, 2018.

Library Board minutes of December 11, 2018.
Cemetery Commission minutes of July 10, 2018.
Cemetery Commission minutes of August 14, 2018.
Cemetery Commission minutes of November 13, 2018.
Tree Board minutes of November 29, 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

6. [Appointment](#) of Stanley J. Langve as Chief of the Laurel Police Department
7. [Appointment](#) of Tristen Willis to the Laurel Volunteer Ambulance
8. [Resolution](#) No. R18-85: A Resolution of the City Council Authorizing the Release of Funds from the Tax Increment Financing District Fund for Façade Improvements for the Properties located at 101 West Railroad Street, Laurel Montana.
9. [Resolution](#) No. R18-86: A Resolution of the City Council Authorizing the Release of Funds from the Tax Increment Financing District Fund for Façade Improvements for the Properties located at 217-221 West Main Street, Laurel Montana.
10. [Resolution](#) No. R18-87: A Resolution Authorizing the Mayor to Execute Agreements with Centron Services, Inc. D/B/A Credit Systems For Collection Services for the Laurel Ambulance.
11. [Resolution](#) No. R18-88: 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.
12. [Resolution](#) No. R18-89: A 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

Backup material for agenda item:

Approval of Corrected City Council Minutes December 4, 2018.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

December 4, 2018

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Council President at 6:30 p.m. on December 4, 2018.

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

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT:	Sam Painter, City Attorney
	Kurt Markegard, Public Works Director
	Karen Courtney, Code Enforcement Officer

Council President Eaton led the Pledge of Allegiance to the American flag.

Council President Eaton asked the council to observe a moment of silence.

MINUTES:

Motion by Council Member Sparks to approve the minutes of the regular meeting of November 20, 2018, as presented, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS:

Council Member Eaton stated she had contacted all Council Members over the weekend regarding Resolution No. R18-84.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims for the month of November 2018 in the amount of \$759,384.42.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 11/18/18 totaling \$176,103.90.**
- **Receiving the Committee/Board/Commission Reports into the Record.**
 - Budget/Finance Committee minutes of November 20, 2018 were presented.
 - Public Works Committee minutes of November 19, 2018 were presented.

Council President Eaton asked if there was any separation of consent items. There was none.

Motion by Council Member McGee to approve the consent items as presented, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

CEREMONIAL CALENDAR:

Council President Eaton read the Arbor Day Proclamation and proclaimed May 7, 2019, as Arbor Day in the City of Laurel.

REPORTS OF BOARDS AND COMMISSIONS: None.

DRAFT

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Confirmation of Appointments.**
 - Airport Authority Appointment for a five-year term ending 12/31/2023 [corrected date of 12/31/2021].
 - James Swensgard

Motion by Council Member Stokes to approve the appointment of James Swensgard to the Airport Authority for the remainder of a five-year term ending 12/31/2021, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Appointment of Mardie Spalinger to Laurel Urban Renewal Agency for a four-year term ending 12/31/2022.

Motion by Council Member Klose to approve the re-appointment of Mardie Spalinger to the Laurel Urban Renewal Agency for a four-year term ending 12/31/2022, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R18-82: A resolution of the City Council resetting the January 1, 2019, Council Meeting to January 2, 2019.**

Motion by Council Member Mountsier to approve Resolution No. R18-82, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R18-83: Resolution Relating to \$4,921,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2018; Authorizing the Issuance and Fixing the Terms and Conditions Thereof**

Motion by Council Member Wilke to approve Resolution No. R18-83, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R18-84: A resolution of the City Council granting permission for a property owner to utilized decorative gravel and rock along a portion of the boulevard adjacent to the owner's property located in the City of Laurel.**

Motion by Council Member McGee to table indefinitely Resolution No. R18-84, seconded by Council Member Wilke.

Penny Leatherman, 603 5th Ave, stated she has worked with Mr. Eastman for the past 10 years. She stated that she has seen on many occasions that he has cleaned up just enough to appease the City. She thanked the Council for addressing this issue.

There was no council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion to table indefinitely carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

It was questioned since Council tabled indefinitely Resolution No. R18-84 what will happen with this issue? It was clarified that Code Enforcement will follow-up.

Friday, December 7th is National Pearl Harbor Day. There will be a ceremony at noon at the Yellowstone County National Cemetery.

DRAFT

Council Minutes of December 4, 2018

It was requested a cost comparison of using a cleaning service vs. an individual be discussed at an upcoming Workshop.

It was requested to review parliamentary procedure at next week's Workshop.

The following meetings have been canceled for the month of December: Tree Board, City/County Planning Board, Cemetery Commission, and Emergency Services.

The January 1st Budget/Finance Committee meeting has been moved to January 2nd to coincide with the City Council meeting.

It was questioned if there is a City ordinance or a Chamber of Commerce rule that no candy be thrown during parades. It was further questioned if this also pertains to the use of water, such as water guns or balloons, during the parade.

It was stated that the Outlook used to publish frequently asked questions about the City's codes. This Council Member had not seen an article run in quite some time and questioned why those articles have not been ran.

A Council Member read the following passages from LMC in regard to Parliamentary procedure. LMC 2.08.220, 2.10.010, 2.10.060, and 2.10.110.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Herr to adjourn the council meeting, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

There being no further business to come before the council at this time, the meeting was adjourned at 6:55 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 18th day of December, 2018.

Thomas C. Nelson, Mayor

Attest:

Bethany Langve, Clerk/Treasurer

Backup material for agenda item:

Laurel Chamber of Commerce minutes of November 8, 2018; Laurel Chamber of Commerce Agenda of December 13, 2018.

Laurel Chamber of Commerce **Board Meeting Minutes**

The Meeting was held on **November 8, 2018 at Log Cabin**. In attendance were: Executive Board Members: President- Carrie Smith, Vice President- Chase Anderson, Treasurer- Sandy Reese and Executive Secretary- Camilla Nelson. Directors: Katie Whitmoyer, Patsy Woody, Lori Hodges, Renee Studiner, and Bruce Larson. Members: Megan Cutting, Sharon Fleming, Jeri, and Evan Bruce

Carrie called the meeting to order.

The minutes were reviewed: Katie motioned that the minutes be approved, Sandy 2nd, minutes were approved

Bills to be presented for payment: done to date

Old BUSINESS

- **Halloween Carnival-** 15 business set up booths, we were busy all night. Chili dinner made \$90. Discussed maybe moving the ending time to 6:30pm
- **Window Decorating-** 8 businesses participated, Harmony got 1st and Heidi's Coffee Cabin got 2nd.

NEW BUSINESS

- **Google Program-** Nov 29th at the Chamber from 10-12, registration is required. Girl Geek will be going over how to claim your google listing and how to use the platform
- **New Board Nominees-**
 - Amanda Powell- Laurel Health and Rehab
 - Megan Cutting- Town and Country
 - Carrie Smith- Beartooth Tax
 - Evan Bruce- Laurel Outlook
 - Jarad Kaiser- Yellowstone Bank
- **Shop Small Business Saturday-** Nov 24th, please support local businesses
- **Christmas Decorations-** We will be hanging decorations Nov 25th, meet at Laurel Golf Course 8am
- **Annual Meeting-** The annual meeting will be Jan 24th (Start thinking about what to donate) Ideas on what to use the money for?
- **Shop Local-** We will be doing Shop Local Raffle again this year, but only for Chamber Businesses. Renee motioned we do \$100 in Chamber Bucks for 1st place, 2nd \$50 in Chamber Bucks, Chase 2nd.
- **Window Decorating-** We will do the decorating contest. Prize \$50, Evan, Chase 2nd

Ribbon cuttings-

OPEN FORUM

- **LARC-** Needing more members, Evan passed around a paper to put email addresses down on.
- **High School Career Fair-** Will be April 18th, need to register by Dec 31st

Business after Hours -

- **November**
- **December-** Chamber Open House

Meeting Adjourned

Next meeting - December 13, 2018

Fowl Play

Agenda
Laurel Chamber of Commerce
December 13, 2019
Fowl Play

Moment of Silence

Presentation of minutes:

Guest Speaker –

Financial Report -

Yellowstone Checking -	\$ 67,215.94
Altana CD	\$ 8,361.59
Altana Saving	\$ 748.43
Christmas Repair Fund	\$ 655.96
TOTAL	\$ 76,981.98

Bills to be presented for payment: - done to date

OLD BUSINESS

- **Vote for new board members-**

- **Vote for new executive officers-**
- **Volunteers to take decorations down around city-** Jan 6th meeting at the boxcar at 8am
- **Holiday Open House –** Dec 20th 5-7pm, come for 20 minutes or the whole 2 hours

NEW BUSINESS –

- **New Members –** First Congregational Church and Coburn Tax Services

- **Annual Meeting -**Can we borrow a projector from the school?
 - Need volunteers to help take stuff to Golf Course to set up
 - Baskets needed for raffle items- if you have any you want to get rid of we would love them
 - Donations- we can pick up or you can drop them at the Chamber
- **Lion's Club-** Sign
- **July 4th Run-** 6th St will be closed for construction, we will need to re-route the run as this is where we start. Ideas?

Ribbon Cuttings

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OPEN FORUM –

Business After Hours –

If you would like to host an event, please contact the Chamber.

December- Holiday Open House Dec 20th

January- Annual Meeting Jan 24th

Next Meeting – January 10, 2019

Backup material for agenda item:

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.
Library Board minutes of November 13, 2018.
Library Board minutes of December 11, 2018.
Cemetery Commission minutes of July 10, 2018.
Cemetery Commission minutes of August 14, 2018.
Cemetery Commission minutes of November 13, 2018.
Tree Board minutes of November 29, 2018.

**MINUTES
CITY OF LAUREL
BUDGET/FINANCE COMMITTEE
TUESDAY, DECEMBER 04, 2018**

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

General Items

Review and approve the minutes of the November 20, 2018 meeting: Bruce McGee made a motion to approve the minutes of the November 20, 2018 meeting, Richard Klose seconded the motion, all in favor, motion passes.

Review and approve claims entered through 11/30/2018: Scot Stokes had previously reviewed the claims and check registers for accuracy. The Committee asked why Fish is cleaning windows when we have a janitor. Bethany explained that Fish cleans all the windows, including the taller windows. The Committee asked why we have a Roomba if we have a janitor. Bethany explained that the Roomba runs at night when there is no foot traffic in the lobby. The Committee asked why we have a janitor that cleans during the day. Bethany stated that would be a question for the Mayor as it is a staff question. The Committee asked Bethany to get figures together on how much the City janitor is paid versus how much a cleaning company costs. Scot Stokes made a motion to approve the claims entered through 11/30/2018, Bruce McGee seconded the motion, all in favor, motion passes.

Review Comp/Overtime hours for PPE 11/18/2018. The Committee reviewed the Comp/Overtime hours and had no questions.

Review and approve payroll register for PPE 11/18/2018 totaling \$176,103.90. The Committee reviewed the payroll register for PPE 11/18/2018 and had no questions. Richard Klose made a motion to approve the payroll register for PPE 11/18/2018 totaling \$176,103.90, Bruce McGee seconded the motion, all in favor, motion passes.

New Business

Old Business

Update from the CAO on the City Court accounts receivable. The CAO was not in attendance. Bethany stated that she was unaware of any updates. The Committee requested that this remain on the agenda.

Other Items

Bethany stated that she was happy to report that all departments have been looking into using grant funding more. The Committee asked why grants have not been utilized as much in the past. Bethany stated that they can be very time consuming and some of the reporting requirements are very cumbersome.

Announcements

The next Budget and Finance Committee meeting is December 18, 2018 at 5:30 pm

**MINUTES
COUNCIL WORKSHOP
NOVEMBER 13, 2018 6:30 P.M.
COUNCIL CHAMBERS**

A Council Workshop was held in the Council Chambers and called to order by Council President Eaton at 6:30 p.m. on November 13, 2018.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Bill Mountsier

OTHERS PRESENT:

Bethany Langve, Clerk/Treasurer
Forrest Sanderson, Interim Planner
Karen Courtney, Code Enforcement Officer

Public Input

There were none.

General Items

- Appointment of Jaime Swecker to LVFD

Travis Nagel, Deputy Chief for the LVFD, introduced Council to Mr. Swecker. Mr. Swecker is a former member of LVFD. He had previously served as the Assistant Fire Marshall.

- Re-Appointment of Tony Krumheuer to the Police Commission
- Re-Appointment of Norma Cleveland to the Health Board
- Re-Appointment of Janice Lehman to the LURA Advisory Board
- Re-Appointment of Irv Wilke to the Park Board

Council President Eaton stated each of the re-appointment letters had been included in Council packets.

Executive Review

- Resolution - 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 on-site sales and consumption of alcohol.

Forrest Sanderson, Interim Planner, all the requirements for the special review have been met prior to bringing forward to Council. All properties within a 300-foot radius were notified, a public hearing was scheduled and conducted by the City/County Planning Board, all members who attended that meeting spoke in favor of the application, and there was no opposition via mail or voice. Council had a few options: first to approve; second to approve with conditions; or schedule another Public Hearing in which Council would make their decision. He stated that in his 30 years of experience this is the first alcohol special request that has not received any opposition. This demonstrates that the Special Review process is working for the City of Laurel.

Multiple Council Members expressed concerns. There was concern regarding alcohol and youth in the same location. There was concern regarding the proximity of churches. There was concern regarding how often the license has moved locations. There were concerns regarding what would occur if the agreement fell through.

It was stated that if the applicant were here, they could address some of these concerns. The issue relating the proximity to churches or houses of worship is waived in the Central Business District per LMC. As for the concern regarding the transitory nature of the license, this would be a concern the owner of the license could address. The State of Montana regulates how and when a license can be transferred.

It was questioned if this Council would like to move this issue to the following Workshop. The applicants will be requested to attend the next Workshop to be able to answer any of Councils questions.

- Resolution - A resolution of the City Council approving properties to be included in the sidewalk replacement program.

Karen Courtney, Code Enforcement Officer, spoke regarding the process used to determine properties for the Sidewalk Replacement Program. Council has before them three voluntary requests for sidewalk replacement. She contacted all licensed concrete contractors in the City of Laurel to bid the job. Out of nine contractors, five do not replace sidewalks out of the remaining four only two placed bids. The contractors who bid on the projects were J.L.D Concrete and R&H Concrete. Typically curb and gutter are not included in the sidewalk replacement program. However, the property located at 420 W. 8th Street could not have their sidewalk replaced without also replacing the curb and gutter. The owner of the property is unable to pay for this repair, so it has been included in the project due to the condition of the sidewalk.

This resolution needed to be approved by the first Monday in October. After discussions with the City Attorney it was stated this resolution could be approved retroactively. They are working to address the timing of this program for the future.

It was questioned why ADA corners are not included on these costs. It was clarified that it is the City's responsibility to install ADA corners. The Code Enforcement Officer asked both contractors what the cost for the corner would be. Only one responded back and stated that their cost is \$1,800.

It was clarified that once this resolution is passed, these property owners still have the option to back out of the program. However, they would still be responsible for the timely replacement of their sidewalks.

- Council Issues:
 - SED Basin Update

Some of the SED Basin walls have been poured; the retaining walls should be poured tomorrow. Current photos have been posted on the bulletin board. The 1957 backwash tank has been torn down; there are also pictures of the inside of this tank. The walls were heavily rusted, it is clear this tank was not usable for much longer.

- Update on DOJ Funds for Riverside Park

The bathrooms have been ordered. The estimated delivery in March; these are currently on backorder. These should be installed in March.

It was questioned if these would be able to pump from the outside. The CAO will follow up with the Public Works Director to see if this was included in the specs.

○ Hot Water Leak and Dye Test Update

There was an issue with the hot water line for the new intake, the hot water line that goes from the pump house out to the new intake. The pipeline separated. The issue was found directly outside the pump house. The pipeline does expand and contract with varying temperatures. The joint will need some type of restraint. This line is still under warranty. The contractor who completed the work has already dug up the line and found the issue. They are working on resolving the issue. The issue was found when placing dye into the water and not being able to find it on the other end. They then pumped the line full of nitrogen and used a sniffer to find where the leak was located. They found the link was directly outside the pump house.

It was questioned if this is the only link. It was stated this leak is the only one that the City is aware of at this time. The section that has separated is approximately two feet in length. Once they have fixed the issue, they will complete a dye test again to ensure there are no more leaks.

It was questioned how long this line is under warranty. The CAO stated at this time he is unaware of how long this line is under warranty. He will get clarification on the warranty term for this item.

It was questioned if the City would incur any expense for these repairs, it was stated that these repairs are being done under warranty and there should be no cost to the City.

Other Items

There were none.

Review of Draft Council Agenda for November 20, 2018

Remove the resolution for the Vue and Brew special review request.

Attendance at the November 20, 2018, Council Meeting

All in attendance will be at next weeks Council meeting.

Announcements

Council Member Sparks spoke regarding her experience working the polls for last Tuesday's election. She stated that it was very busy, but a good experience.

A Council Member had previously requested why there was no Council representation on the Police Commission. He had not heard back and asked for follow-up at the next Workshop.

The Laurel Senior Center was thanked for providing the meal to last Friday for Veterans. This meal was well attended.

Council was reminded that January is the next month that has five Tuesday's there will be no Council on January 22nd.

Recognition of Employees

- | | | | |
|---|-------------------|---------------------------------------|-----------|
| • | John Volmer | 33 years on November 29 th | WTP |
| • | Geralyn Stevens | 28 years on November 19 th | Library |
| • | Susan Canape | 23 years on November 10 th | Police |
| • | Travis Pitts | 22 years on November 13 th | Police |
| • | Monica Salo | 17 years on November 2 nd | Court |
| • | Jessica McCartney | 11 years on November 1 st | Police |
| • | Roy Voss | 9 years on November 9 th | City Shop |
| • | Mike Mudd | 5 years on November 18 th | City Shop |
| • | Dylan Ceaser | 5 years on November 18 th | WTP |

The council workshop adjourned at 7:03 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, NOVEMBER 27, 2018**

A Council Workshop was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:30 p.m. on November 27, 2018.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Bill Mountsier

OTHERS PRESENT:

Matthew Lurker, Chief Administrative Officer
Kurt Markegard, Public Works Director

Public Input:

There was none.

General Items

1. Airport Authority Appointment:
Mark Webb
Thomas Boyce
James Swensgard

Mayor Nelson is reviewing the applicants and bringing forward his recommendation to Council. Council will still vote on the Mayor's recommendation.

It was questioned if any of these gentlemen currently sit on the board. It was clarified that when Doc Smith retired there was a vacancy. One of these applicants will fill that vacancy.

Mayor Nelson stated he is looking for someone who has airport experience, fly's, owns a plane, has a hanger at the airport, has business acumen, and lives in Laurel.

It was questioned if Council will only be asked to approve the Mayor's recommendation or if they can appoint any of the listed applicants. It was clarified that Mayor Nelson will bring forward his recommendation and that Council can choose to approve that appointment.

2. Appointment of Mardie Spalinger to LURA

Mayor Nelson stated that LURA would be busy over the coming months. He is looking into getting a person to work as a liaison between LURA and the City. With the West Laurel interchange going in, LURA will be looking at a second TIF District or a TED. This person would be paid out of LURA funds and would not be a full-time employee.

Executive Review

3. Resolution - Move January 1, 2019 meeting to January 2, 2019.

This resolution is to move the City Council meeting from the New Year's Day holiday to the following day.

It was questioned if January first was a regular City Council meeting or a Workshop. The resolution states it is a Workshop when it is a City Council meeting. Clarification will be made with the City Attorney prior to next weeks Council meeting.

4. Arbor Day Proclamation 2019

The Mayor makes this proclamation early in the year to assist in applications for grants for the trees that will be planted for Arbor Day 2019. The City schedules its Arbor Day celebrations around the schedules of those who need to attend.

Mayor Nelson spoke of his experience being the Master of Ceremony's this past year.

It was questioned when the day would be. It was clarified that May 7, 2019, has been recommended by Tree Board.

5. Resolution - DNRC SED Basin Loan

This resolution is not to start drawing money from this loan but to do all the preparations for the loan. The City will only ask for what it needs to complete the project. It was clarified that this is a draw as you go type of loan. When the City receives an invoice, they request a draw from the loan. The loan is at a fixed 2.5% interest rate. This is a 20-year loan, once the project is complete Dorsey & Whitney will provide the City with a final amortization schedule.

It was questioned why on page B1 it states 2%. It was noticed towards the bottom of the page the interest is listed as 2.5% as previously stated. Mayor Nelson will get further clarification from the Clerk/Treasurer.

It was stated that it looks like an initial 2% and the .25% the surcharge for the return on reserves which is most likely rounded up to the 2.5%. Mayor Nelson will get further clarification from the Clerk/Treasurer.

It was questioned why the Johnson Controls was highlighted. It was clarified that the City still has a bond that has one more payment then it will be paid off. It was highlighted to note that it was reviewed during the process of bonding this project.

6. Resolution - Variance Request: George Eastman

Kurt Markegard, Public Works Director, stated the property owner is storing large rocks in the boulevard. He asked the Code Enforcement Officer to follow up with the owner of the property at 519 5th Avenue. The owner stated in his letter to the City Council that he is moving the rocks to his backyard. He also asked if he could put gravel in his boulevard. See attached LMC regarding this issue. The owner can request permission from City Council to place gravel in the boulevard. The concern would be that space would become a place to store items.

The City Attorney recommended Staff speak to concerns. Staff is cautioning the planting of trees over utilities (curb box, water, sewer, or gas lines). Other considerations would be to look at the height of trees if planting under power lines. There are areas in town that do have rocks in the boulevard. The ordinance could be reviewed to include a permitting process. Dry scaping could be an option and helps preserve water usage. In 2005 this ordinance passed and was needed to apply for Tree City USA designation. If the ordinance is redone a stipulation to not have trees near the water curb box should be considered. The Public Works Director spoke regarding the need call in utility locates prior to landscaping.

At the Leagues of Cities and Towns, there was a presentation to move away from planting Ash on the eastern half of the State as they are susceptible to emerald ash bore insects which will eventually kill these trees.

It was questioned what Staff's recommendation would be. Things for the Council to consider would be to coordinate landscaping with Staff. It was further questioned what the recommendation is for this particular case. Would this gentleman be grandfathered in for any future changes? All ordinances go into effect 30-days after Council approves them. The City cannot go back and fine someone for work done prior to the ordinance taking effect.

The Public Works Director asked for permission for Staff to provide a formal recommendation.

It was questioned if the rocks are currently over a curb box. Another Council Member stated that his house's curb box is located on the Avenue, not the Street. This Council Member lives near this property.

It was questioned if this request is to store the rocks in the boulevard while the owner finishes landscaping in the backyard and then to replace the grass with gravel. There are two requests. First to allow the ability to temporarily store rocks in the boulevard and then replace with small rock this spring. The ordinance requires Council permission.

It was questioned how long the rocks have been sitting there. It was clarified the City was notified in September.

By Council approving a variance, it is setting a precedent for further variance requests. It would be Staff's recommendation to follow code for storing in the boulevard.

It was stated that there is not a date when this needs to complete via this request. It was questioned why the Council would place an ordinance and have frequent variance requests.

It was stated this is a two-part decision and these requests should have been separated.

One Council Member felt that he would need to store this type of item in his backyard and not on the boulevard.

Penny Leatherman, 603 5th, stated there are ongoing issues. She stated she needed to go through the process to plant trees on her property. She has noticed this property owner when given an inch will take a mile. Ms. Leatherman stated she has had issues selling her home because of the look of the neighboring property.

It was questioned where it is stated that the boulevards must be kept in grass and trees with nothing parked in the location. Via LMC the only boulevard related ordinances were provided. Sidewalks are included in the boulevard areas; vehicles cannot be parked on sidewalks.

There was a concern how an ordinance was written so poorly. This ordinance is not specific enough. There was further concern over the amount of time has been spent so far in discussing this. This Council Member would like an enforceable deadline.

Mayor Nelson read LMC 12.32.020 to Council.

It was recommended by Public Works Director that Council grant 30 days to store the large rocks.

It was expressed if Council does allow this request, Council needs to set a firm date.

Ms. Leatherman spoke to Council regarding her concern on the walkways being near the schools. Her concern was keeping children off the rocks as winter comes.

It was clarified that the Council could amend the resolution should they want to add a timeline, etc.

It was questioned if this resolution were to be voted down what would be the expected timeframe before the rocks would be moved. Would the property owner immediately remove the rock? It was clarified that typically a period of ten days to become compliant is the normal allowance. The Code Enforcement Officer will work with the owner on a reasonable timeframe.

It was questioned if this resolution is to allow the property owner to change his landscaping in the boulevard and was there anything regarding the storage of the rocks.

Staff has requested that the two requests be separated for next week's Council meeting or postponing the request. There is no submitted design for the boulevard area for the Council to consider at this time. Mayor Nelson clarified that Council could vote to table indefinitely until further clarification can be brought forward.

It was questioned what would happen if this item is postponed, what happens with the code violation. Mayor Nelson stated it has been in violation since the middle of September; two more weeks should not be an issue. The Council may choose to review the ordinance prior to reviewing the landscaping request. The process to postpone indefinitely was briefly discussed.

Council Issues

7. SED Basin Update

There was a leak in the hot water line to the 2017 intake that had previously been brought to Council. The hot water line is repaired and up to 60 psi. Working on another dye test to ensure no other issues are present. The engineering firm was given miss information on how the pipe would shrink during temperature changes. They restrained the joint to keep the pipe together. The dye test will be to ensure the hot water is coming out of the intake and there are no other breaks in the line.

The backwash tank has come down. The new tank will be put back up in with a cobalt blue color verse the forest green option. The contractor is finishing the pour on the SED Basin walls and then will work on the backfill. They will be working on putting all piping into the building before completing the building. They are working on a settled water line. The raw water line to CHS needed to be shut down in order to tie into the line.

8. Discussion - Council Member Representation on Police Commission

It was previously questioned why there was no Council representation on the Police Commission. LMC states the Police Commission will have three members. There is no current opening on the Police Commission. It has been questioned if a sitting Council Member can sit on the Police Commission, or if due to the nature of the work and its relationship to Council that was not a possibility. Mayor Nelson will clarify with the City Attorney.

It was questioned if there may be a conflict of interest. There may, that is what the City Attorney's opinion is for.

It was questioned what the Police Commission does. It was clarified that the LMC 2.60.100 talks about all their duties.

It was questioned if the Police Commission serves as a Police Shooting Board. It was clarified that they are part of the process but do not complete the entire process.

It was requested to have the MCA's regarding this topic as well. Mayor Nelson stated those would be provided.

9. Discussion - Update on Pintler/Centron

Pintler and Centron are two separate companies. The City's contract with Pintler is not dependent on the contract with Centron. Pintler is starting to bring in revenue to the City. The City Attorney is reviewing the contract with Centron. The previous ambulance billing lumped all payments into one. Pintler does not lump all payments together and clearly identifies what claim these payments were for. The previous company has 192 unprocessed claims.

It was questioned why it had been so long before seeing the Centron contract, and if the City explored other options. The CAO stated the delay was due to him but that the contract has been routed to the City Attorney. The City has not looked at other collection's agencies. Our current billing company has an established relationship with Centron. Other Cities are using Centron for their collection's services. For example, the City of Great Falls uses Centron. They are also using Centron for collecting court fees.

It was questioned what is happening with the 192 accounts currently being processed by the previous billing company. It was clarified that the previous company was given 90 days to finish processing these accounts. At the end of the 90-day period, which is the end of January, anything not processed will be transferred to Pintler. Any transferred accounts would start over in the process.

It was questioned if patients can pay only a lump sum or make payment arrangements with the billing company. Patients are able to make either arrangement. It was further questioned if there is a way for the City to track what has been submitted and what has been paid out on. In the past, no, the City's current company will be giving a comprehensive end of month report each month. This report will also list any accounts that do not have all the documentation submitted.

It was questioned how this process works when not everything is submitted. It was clarified when the ambulance drops off a patient at the hospital there is a face sheet and transport form, both these documents are needed to process the claim. These documents are submitted to the billing company. If there is any missing documentation, Pintler will contract the Ambulance Service. If they do not have the documentation, the billing company follows up with the hospital that received the patient. The Assistant Ambulance Director is able to log into the system and see where each claim is in the process.

Other Items

There were none.

Review of Draft Council Agendas

10. Draft Council Agenda 12.4.2018

There were none.

Attendance at Upcoming Council Meeting

All Council Members will be in attendance. Mayor Nelson will be out of state attending a meeting.

Announcements

It was requested that there be sporadic updates on the current job openings. Mayor Nelson stated he would bring an update to the next Workshop.

The council workshop adjourned at 8:14 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brittney Moorman", with a long horizontal flourish extending to the right.

Brittney Moorman
Administrative Assistant

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

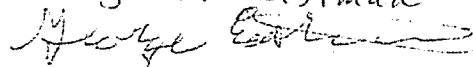
Dear Sir or Madam,

I am writing to ask permission to keep my landscape rocks on the boulevard at 519 5th Ave. on the 6th street side.

I am currently doing some landscaping in my front and back yard. The large rocks are for finishing the back yard. They are very heavy and I would like to only have to move them once. I plan to be finished with the landscaping by mid-spring of 2019. I plan to work on it through the winter, weather permitting.

I would also like to ask permission to ~~remove~~ place ground cover on the boulevard and cover it with gravel. I also plan to plant some trees if it may.

Thank you for your time and consideration.

George H. Eastman


9-2-18

Chapter 12.32

TREES AND BOULEVARDS*

Sections:

- 12.32.010 Boulevards to be kept in grass and trees.
- 12.32.020 Boulevards—Regulation of trees on.
- 12.32.030 Cottonwood trees prohibited.
- 12.32.040 Definitions.
- 12.32.050 Creation and establishment of a city tree board.
- 12.32.060 Term of office.
- 12.32.070 Compensation.
- 12.32.080 Duties and responsibilities.
- 12.32.090 Operation.
- 12.32.100 Tree species to be planted.
- 12.32.110 Spacing.
- 12.32.120 Distance from curb and sidewalk.
- 12.32.130 Distance from street corners and fireplugs.
- 12.32.140 Utilities.
- 12.32.150 Public tree care.
- 12.32.160 Pruning standards.
- 12.32.170 Tree topping.
- 12.32.180 Pruning and corner clearance.
- 12.32.190 Dead or diseased tree removal on private property.
- 12.32.200 Protection of trees.
- 12.32.210 Interference with the city tree board.
- 12.32.220 Arborist's license and bond.

- 12.32.230 Authority of adjoining property owner to plant or care for trees on boulevard or parkways.
- 12.32.240 Removal, cutting and injury.
- 12.32.250 Interference with trees by house mover, permit required.
- 12.32.260 Procedure for temporary removal.
- 12.32.270 Insects and diseases—Declared nuisance.
- 12.32.280 Spraying.
- 12.32.290 Review by the city council.
- 12.32.300 Violation—Penalty.

* Prior code history: Prior code §§ 11.36.010, 20.12.010 and 20.12.020.

12.32.010 Boulevards to be kept in grass and trees.

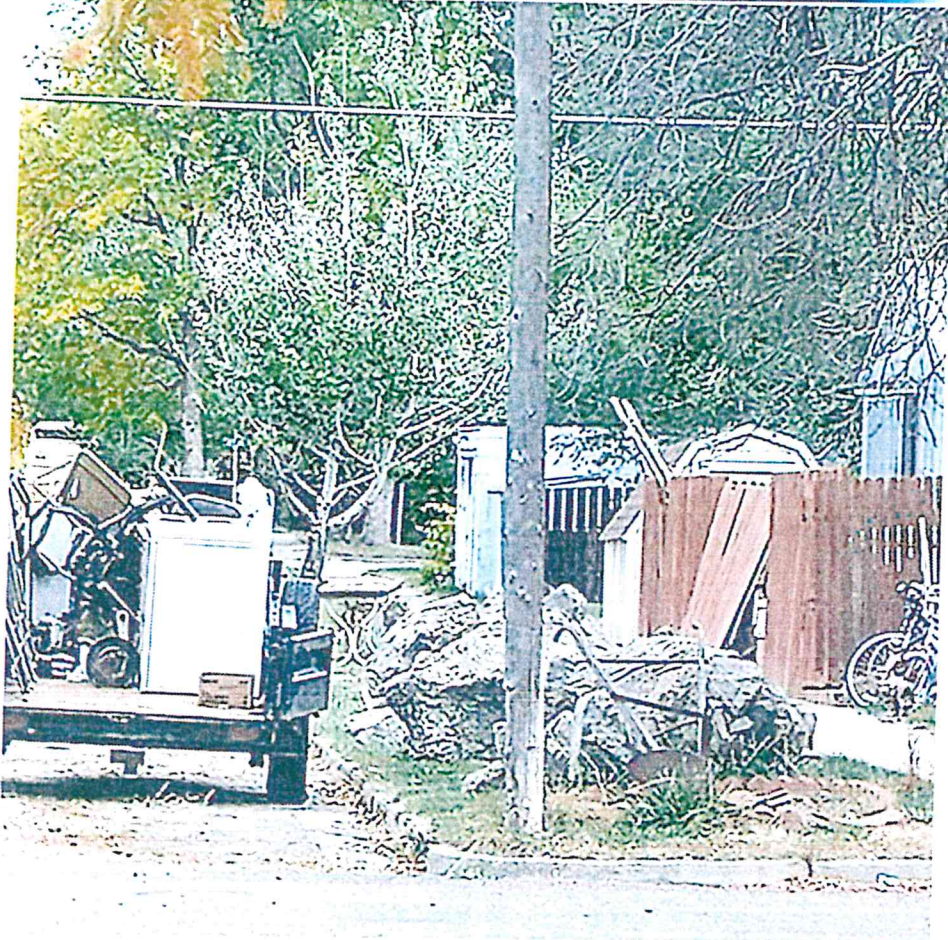
All boulevard areas must be kept in grass and trees unless specific permission is granted by the city council for other purposes. Any person failing to comply or violating the provisions of this section shall be deemed guilty of a misdemeanor. (Ord. 05-1 (part), 2005)

12.32.020 Boulevards—Regulation of trees on.

The owner of property adjoining a boulevard shall be responsible for the care and maintenance of the boulevard and he shall keep the trees planted thereon trimmed and in a condition so that the same shall not be a public nuisance; and, if necessary for the city to remove any trees from such boulevard, the costs of such removal shall be assessed against the abutting property owner. (Ord. 05-1 (part), 2005)

12.32.030 Cottonwood trees prohibited.

No cottonwood trees shall be planted or allowed to grow on private property or



12.16.010 - Encumbering or obstructing streets—Permit required.

No person shall encumber or obstruct, or cause to be encumbered or obstructed, any street, sidewalk, alley or other public place in the city by placing therein or thereon any building materials, trash, vehicle, earth, garbage, rubbish, debris, or accumulated snow and ice removed from an adjoining private premises, without first having obtained permission in writing from the city clerk-treasurer, or other responsible city official.

(Ord. 97-2 § 4 (part), 1997; prior code § 11.12.010)

12.16.020 - Removal of obstruction—Authority to order.

The city engineer or chief of police is authorized to order any article or thing, of the kind mentioned in Section 12.16.010, which encumbers, litters or obstructs any street, sidewalk, alley or other public place within the city, to be removed. If such removal shall not be made within six hours after notice to the owner or person in charge thereof, or if the owner cannot be readily found for the purpose of the notice, the city shall cause the same to be removed to some suitable place to be designated by such official, at the expense of the person responsible therefor.

(Prior code § 11.12.020)

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, DECEMBER 11, 2018**

A Council Workshop was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:30 p.m. on December 11, 2018.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Bill Mountsier

OTHERS PRESENT:

Matthew Lurker, Chief Administrative Officer
Kurt Markegard, Public Works Superintendent
Stan Langve, Police Captain/Acting Chief

Public Input:

There were none.

General Items

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

This past September Captain Langve was appointed as the Police Captain. Three weeks into the role Police Chief Musson announced his retirement. Captain Langve began shadowing Chief Musson until he retired. He has been working as Acting Chief for the past few weeks.

Captain Langve stated that he is a few hours shy of being able to achieve his leadership certification. He will have this certification within the next two years.

He spoke to why he chose to wear his work uniform tonight over a suit or a Class A uniform. He wanted to represent the department he comes from.

Mayor Nelson stated he has a great deal of confidence in Captain Langve. He is making changes to the leadership structure in the department. Captain Langve has identified areas of improvements and is working on addressing those issues.

Mayor Nelson spoke a few words of wisdom. When he took office, a previous Mayor had told him he didn't have to respond to questions immediately, that there would be times when the response is let me look into that. He passed these words of wisdom onto Captain Langve in his transition into leadership.

The Chair for Emergency Services Committee will be in contact with Captain Langve to bring him up to speed on issues this committee has been working on.

2. Appointment of Tristen Willis to the Laurel Volunteer Ambulance

Mayor Nelson stated that Tristen was unable to attend tonight's meeting, she will try to attend next week's meeting.

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.

Judy Goldsby, chair for LURA, and Nadine Horning, partial owner for the business located at 101 W. Railroad Street, answered any questions the Council had on this façade grant.

It was questioned if this request was part of the backlog or new and if these requests come once a year. It was clarified that the Technical Assistance Grant and Façade Grant are awarded throughout the year. The Large Grants are only once a year. This request was received on October 16th. This request is for painting the building and signage for Rapid Tire.

It was further clarified that prior staff was unorganized and this lead to the issues with backlogged requests. LURA can sign off on any grant request up to \$5000 anything over that amount must be approved by Council. LURA is further restricted by the 1:1 matching funds and up to \$3,000 for signage.

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.

Judy Goldsby, Chair of LURA, stated that this application was reviewed and part of the design fee/architecture fee was removed from the grant recommendation as it could not be substantiated.

It was questioned what this business was. It was stated that this building most recently housed a tattoo parlor, it is currently a drop-in childcare.

It was questioned if this property was approved for a Large Grant. If so how do these grants work together? It was clarified that this request is for facade improvements, separate from the Large Grant.

It was questioned how often a business could apply for the grant programs. It was clarified that the Large Grants are every other year. The Technical Assistance and Façade grants are once per year. These grants are per project, but projects cannot be split in half to apply for additional funds.

It was questioned if the building owner leases the space can the lessee apply for additional funding. It was clarified that only property owners are able to apply. This building is a historical building and requires the approval of the State Historic Preservation Board prior to making any improvements.

It was questioned if there is a reason Council should not approve this request. It was clarified that the question before Council was if this process was done correctly. It was stated that it was clear this has gone through the process. This Council Member felt better about this resolution than those who were flown under the radar previously.

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.

This resolution is comprised of three contracts. The first is the Contract for Collections, this contract allows Centron to pursue collections on accounts. The percentages for collections are listed in this document. The next contract is the Assignment of Accounts, this allows the City to sell debts to Centron. The final contract is the Business Associate Agreement, this allows Centron access to some information covered under HIPAA that is required for the collection of the account. The final pages in the Council Packet explain how Centron will collect on each account.

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.

This resolution includes the trade in of surplus equipment for the old sewer camera. The company that won the bid is offering a trade-in value. The ambulance is a 1976 ambulance that is housing the sewer camera. That ambulance was purchased with State and County funds. The State has signed off on their 50% stake, and the County has stated they will sign off on their 25% stake in this ambulance. The company stated they would take the sewer camera with or without the ambulance.

It was questioned how the value of the ambulance was determined. The camera system is valued the \$2500. The book value for the ambulance is approximately \$500.

It was questioned if the ambulance is used as the crime scene investigation unit. It was clarified that this is the ambulance used for the sewer camera for the past few years.

The Mayor has assigned the CAO to identify all surplus within the City and to be able to bring forward a recommended disposal list by spring via the website.

Council Issues

7. Discussion - Code Violations: Vehicles

Mayor Nelson requested Captain Langve be present to speak on this matter. There was a letter regarding abandoned vehicles. These complaints should be submitted to the Code Enforcement Department. If the complaint does not fall within their purview, they will notify law enforcement.

Historically if a vehicle is located on the street, it is a Law Enforcement matter, and if the vehicle is located on private property, it is a Code Enforcement matter. Years ago, the City got rid of the Animal Control Officer/Parking Enforcement Officer. Officers do respond to these complaints. If there is a blatant violation a warning is issued. Follow up is done as officers are able. The Police Department tries to be lenient with campers and boats over the summer months as people are using these items frequently.

The list submitted to Code Enforcement was passed to the Police Department and those complaints have been addressed.

The Police Department had their new officers' transition off FTO. Officer Huesner is going to the academy in January. Officer Anglin will be moving to the SRO position at the High School this January. These changes have helped free up more officers for patrol.

It was questioned if the Reserve Officers assist with parking issues. It was clarified that the Reserve Officers are volunteers. Their involvement is on a volunteer basis. Reserve Officers work under the supervision of an officer. In the past, the Reserves were trained so that they could be issued a patrol car, make stops, and write violations. In the past, the Reserves were very plentiful. There are departments who pay their Reserve Officers and still have a hard time maintaining Reserves. There is an opportunity as Reserves work sporting events to take care of parking violations.

It was reiterated if a vehicle is located on the street it is a Law Enforcement issue, and if it is on private property a Code Enforcement issue. It was questioned if vehicles parked on sidewalks should be directed to Law Enforcement or Code Enforcement. It was clarified that vehicles parked on sidewalks are a Law Enforcement issue. It was further clarified that those issues should go to Code Enforcement first and those that the Police Department needs to address be passed along.

It was questioned if a constituent wanted to make a complaint if they go through Code Enforcement. It was clarified unless the complaint is outside business hours.

The Code Enforcement Officer has been tasked with addressing more code violations over the next year. The Code Enforcement Officer and Building Inspector will be taking an inventory of City buildings and addressing more code violations.

It was questioned what will happen with the resolution that was tabled last week and if it will be addressed by Code Enforcement. It was clarified that the issue brought before Council at last week's meeting will be addressed via the current code. There will be a committee to review the zoning requirements for boulevards to include dry scaping. There are many communities that have implemented dry scaping. There are many reasons a resident would want to look into this as an option. Having staff go out and inspect the site and identify City services to make sure they are no obstructions is important and needs to be stated in the code. This is just the tip of the iceberg in reviewing LMC.

8. Discussion - Vue and Brew Resolution

The question before Council was if the applicant's request was within the zoning requirement within the Central Business District. The City/County Planning Board found that the applicant was within the LMC requirements for the Central Business District zoning.

This Council Member understood why Council made the decision they made. However, felt if the threat of a lawsuit is made that the speaker should be declared out of order and the vote tabled. It was clarified that it was not a threat, that the applicant was within bounds with their request. The question was if this use was within compliance within the Central Business District.

This Council Member stated that they felt threatened and intimidated before making a decision on this issue. They felt that further explanation was needed prior to voting. After further clarification from the Mayor, this Council Member felt he understood what Council had voted on.

Mayor Nelson gave the example of Council considering a zoning variance request. By Council approving a variance they have set a precedent for future requests. This could limit the Council's ability to decline requests in the future. It was clarified that the Council should have a good grasp on an issue prior to voting. In this instance, the applicant stated, via the Planning Board minutes, that they needed the City sign off on the request prior to submitting to the State. Council was voting if this request was within compliance with LMC.

A Council Member had contacted the State as of this morning the applicant has not applied to the State. It was clarified that the applicant could choose to move forward and apply with the State. This was not the request before the Council. Council can look at their zoning and address these issues through those ordinances.

9. Discussion - Parliamentary Procedure

There were questions if Council can make motions at Workshops. It was clarified that Workshops are not Council meetings and therefore no motions can be made. Mayor Nelson read LMC 2.08.220 and 2.10.010, to Council.

It was questioned what ALL means in paragraph B.

It was clarified when this ordinance was written Council did not have Workshops. It was decided that it was difficult to have the whole process at one meeting. It was decided that Workshops are meant for discussion, while the Council meeting is meant for deciding the item.

It was requested that the ordinance is reviewed.

It was stated that there was no malice in correcting the Council Member trying to make a motion at a Workshop. This was meant to be an educational opportunity that a motion could not be made because it was not a Council meeting.

It was questioned if the resolution the Council tabled indefinitely is not addressed. Would Council bring up at a Workshop that they want to vote on the tabled resolution. Would the resolution be on the next Council Meeting? It was clarified that in the event Council wants to readdress the issue they can state at a Workshop their desire for the item to be on the next week's meeting.

Other Items

Mayor Nelson addressed the issue of parade candy throwing. The City of Laurel provides services, not entertainment. Those questions should be directed toward the organization who is putting on the function.

This question was brought to a Council Member by a constituent as to if the City was responsible for this policy. This Council Member will follow up with the constituent.

Council Member Herr commended the CAO of the presentation given to the School Board. It was an excellent presentation on the future of Laurel. It was requested that the presentation be given to Council as well. It was clarified that this information is contained in the Long-Range Growth Policy. This policy is due for review and will be coming before Council in the coming months.

Mayor Nelson gave an update on filling the City Planner position. The City is in the process of interviewing the Planner applicants. An exercise to review an application and give a recommendation/presentation is part of the interview process.

Mayor Nelson is working with the Big Sky EDA on the development for the West Laurel Interchange.

Sue Taylor from Beartooth RC&D presented the annual request funding for the MOU. She handed out two different handouts to Council, see attached. This year's MOU is very similar to the previous years. Sue spoke on how Beartooth RC&D has assisted the City. She gave examples such as being able to access the funds for Riverside Park sooner. Another example this year was LURA participated in ripple effects mapping. LURA now is eligible for a mini-grant. They plan to use this grant to install lighting in Town Square. Recently the Mayor had been in contact with Beartooth RC&D regarding as job description for the administrative functions for LURA. With looking at adding a second TIF District the administrative functions would increase. Another project they have worked closely with is the Riverside Park Master Plan. This allowed the City to access more funds for the projects in Riverside Park. Other examples given were assisting Yellowstone Valley Farms and LARK.

It was questioned what MOU stands for. It was clarified that MOU stands for Memorandum of Understanding.

It was questioned what the revolving loan fund was. It was clarified that Beartooth RC & D provide gap financing. An example of a loan that recently closed was given. The applicant needed financing of \$150,000. They were able to obtain traditional financing of \$100,000. They applied for gap financing for the remaining \$50,000.

It was questioned what the Yellowstone Valley Food Hub was. It was clarified that this is a program that allows small producers the opportunity to meet quotas by joining efforts.

It was questioned what the City paid last year. It was clarified that this MOU is approximately the same dollar amount as last year. The increase would be the 19 cents per capita. The City of Laurel pays 6% of the base assessment fee. Yellowstone County has already approved this MOU. In the past, there are questions on the ROI. Looking in the future that the City will be using their services.

Review of Draft Council Agendas

10. Draft City Council Agenda 12.18.2018

The Beartooth RC&D MOU will be added to next week's Agenda.

Attendance at Upcoming Council Meeting

All in attendance will be present.

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 CAO read the recognition of employees.

The council workshop adjourned at 8:30 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.



Getting the Job Done

We work with you to develop projects and move the regional economy forward. This happens as a result of local engagement and regional collaboration with knowledge of and access to local, state and federal programs designed to assist the people we serve. We have a proven track record of project development and strive to ensure positive results.

We work in partnership with Big Sky Economic Development to develop and support projects in your area.

How can we help you in 2019 and beyond?

- Plan review and implementation
- CEDS project goals
- Letters of Support
- Project identification and development
- Partner for training opportunities identified through industry requests and trends

www.Beartooth.org

406-962-3914

Beartooth RC&D Staff:

Joel Bertolino, Executive Director
Food & Ag Center Director
jbertolino@beartooth.org

Jillann Knutson, Finance Director
jknutson@beartooth.org

Sue Taylor, Economic Development Director
staylor@beartooth.org

Economic Development Program

Beartooth RC&D (Resource Conservation and Development) serves the cities, towns and counties of Big Horn, Carbon, Stillwater, Sweet Grass and Yellowstone as a state-designated Certified Regional Development Corporation (CRDC) and as a federally designated Economic Development District (EDD). We work closely with local economic development authorities and organizations in order to leverage the best possible options for communities, non-profits and private businesses in the region.

Food and Ag Program

Beartooth is home to one of four Food & Ag Development Centers located across the state. The Centers help Montanans innovate and grow businesses that produce and commercialize food, agricultural and renewable energy products and processes – creating wealth and jobs in our communities and on our farms and ranches. The centers support economic development by ensuring that more of the state's food, agricultural and energy dollars circulate in Montana. The program provides training, technical assistance, and access to funding through grants and loans.

Revolving Loan Fund Program

The purpose of the Revolving Loan Fund is to encourage and accelerate economic development activities in the region. The role of the RFL is to provide gap financing to businesses who would find it difficult to meet conventional underwriting standards. The RLF is not an alternative to private lenders or equity capital as most loans are a combination of all three. The RLF can provide financing for business equipment or improvements, land and buildings. Rates are competitive to bank terms/rates.



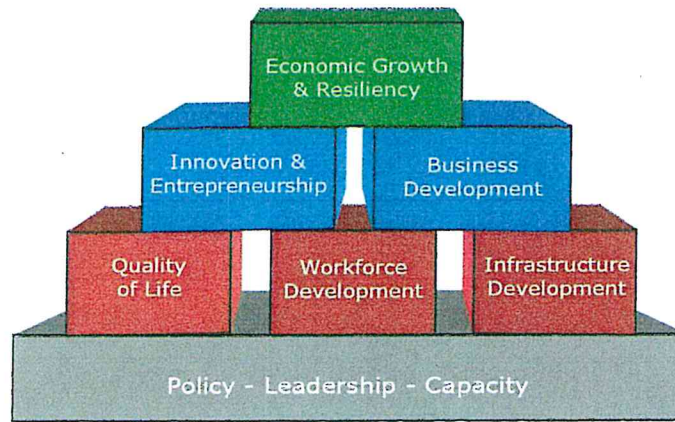
2018 Laurel Projects

- Revolving Loan Fund
 - One new and two existing loan clients
- Yellowstone Valley Farms (Laurel area)
 - Greenhouse expansion to increase production for sales to distributors and local grocery operations
- Yellowstone Valley Food Hub
 - Growth through Ag grant to fund marketing and possibly equipment for food hub launch
- Cooperative Development Impact Week Activities
- Yellowstone County Sports Facilities Feasibility Study
 - LARC planning
- Exploring options for infrastructure expansion at new interchange
 - Researching Scope of Work and/or Job Description for Community Development staff
- LURA
 - Ripple Effects Mapping and pending Mini-grant application
- Riverside Park planning grant completed
 - Access to oil spill mitigation funds
- EDA i6 Challenge Grant
 - Three year grant with a focus on entrepreneurship and innovation
 - Innovation coordinator and pop-up store initiative
 - Partners include BSED/SBDC, MSUB, Billings Library, MMEC, GOED

Calculation of 2019 EDA dues:						
	Est Census (as of 07/2017)	Per Capita	Base		Total	Share
	% share	Per Capita	Base Fee		Assessment	% of County
County		(Population x .19)				Assessment
Big Horn	13,360	\$2,538.40	\$2,250.00		\$4,788.40	
Big Horn County	1/3	\$846.13	\$750.00			\$1,596.13
City of Hardin	1/3	\$846.13	\$750.00			\$1,596.13
Two Rivers Authorit	1/3	\$846.13	\$750.00			\$1,596.13
Carbon	10,696	\$2,032.24	\$2,250.00		\$4,282.24	\$4,282.24
Stillwater	9,419	\$1,789.61	\$2,250.00		\$4,039.61	\$4,039.61
Sweet Grass	3,691	\$701.29	\$2,250.00		\$2,951.29	\$2,951.29
Yellowstone	158,980	\$30,206.20	\$4,500.00		\$34,706.20	
Big Sky EDA	34.00%	\$10,270.11	\$1,530.00			\$11,800.11
City of Billings	36.00%	\$10,874.23	\$1,620.00			\$12,494.23
City of Laurel	6.00%	\$ 1,812.37	\$270.00			\$2,082.37
Yellowstone County	24.00%	\$ 7,249.49	\$1,080.00			\$8,329.49
Total					\$50,767.74	\$50,767.74

(Est Census Population x .19 + Base Assessment Fee) + Base Assessment Membership = Total Dues to County

CEDS Goals 2019-2023



Policy - Leadership - Capacity

Goal 1:
Support the creation and timely revision of public policy planning

Goal 2:
Encourage the development and delivery of leadership initiatives, including volunteer-based programs

Goal 3:
Develop and promote programs that lead to capacity building activities throughout the service region



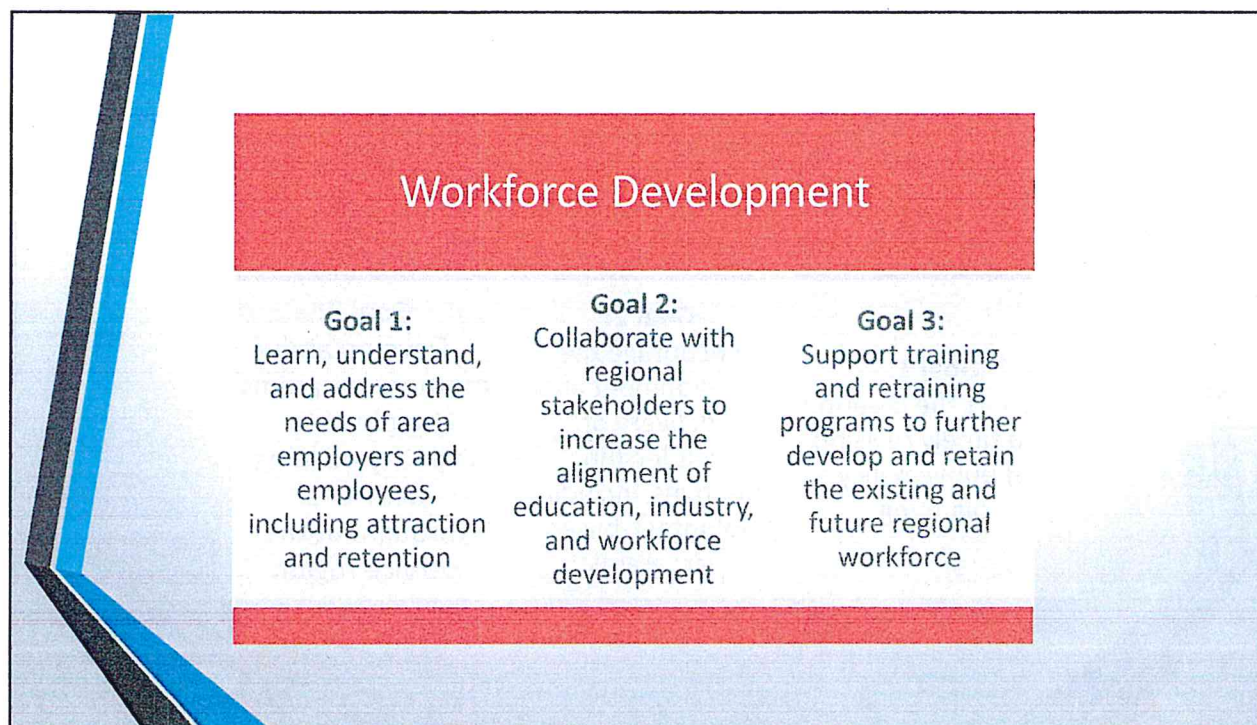
The slide features a red header bar with the title "Infrastructure Development". Below the header, three goal descriptions are arranged in a row. Each goal is preceded by a bolded label: "Goal 1:", "Goal 2:", and "Goal 3:". The background of the slide is light blue with a decorative graphic on the left side consisting of overlapping blue and black diagonal lines.

Infrastructure Development

Goal 1:
Support public and private sector entities in the completion of infrastructure projects

Goal 2:
Support public and private sector entities in the development of commercial infrastructure

Goal 3:
Support public and private sector entities in the assessment and development of workforce housing



The slide features a red header bar with the title "Workforce Development". Below the header, three goal descriptions are arranged in a row. Each goal is preceded by a bolded label: "Goal 1:", "Goal 2:", and "Goal 3:". The background of the slide is light blue with a decorative graphic on the left side consisting of overlapping blue and black diagonal lines.

Workforce Development

Goal 1:
Learn, understand, and address the needs of area employers and employees, including attraction and retention

Goal 2:
Collaborate with regional stakeholders to increase the alignment of education, industry, and workforce development

Goal 3:
Support training and retraining programs to further develop and retain the existing and future regional workforce



The graphic features a red header bar with the text "Quality of Life". Below the header, three columns of text describe the goals. The background is light blue with a decorative blue and grey border on the left side.

Quality of Life

Goal 1: Assist public and private sector entities in the planning and completion of strategic placemaking projects	Goal 2: Assist public and private sector entities to achieve mutually beneficial natural resource development	Goal 3: Encourage and engage entities participating in healthy living options (food, recreation)
--	---	--



The graphic features a blue header bar with the text "Business Development". Below the header, three columns of text describe the goals. The background is light blue with a decorative blue and grey border on the left side.

Business Development

Goal 1: Provide technical assistance and mentorship to new and existing businesses	Goal 2: Provide access to capital and funding mechanisms, including a regional RLF, to qualified existing and new businesses	Goal 3: Support local and regional business recruitment and outreach activities
--	--	---

Innovation & Entrepreneurship

Goal 1:
Support local and regional activities that elevate entrepreneurship and innovation

Goal 2:
Support local and regional activities, including incentives and B2B initiatives, that increase the growth rate and revenue of area businesses

Goal 3:
Support job creation, private investment attraction, and advances in technology that strengthen existing traded sectors

Economic Growth & Resiliency

Goal 1:
Support and generate activities that will lead to an increase in the capacity and diversity of the regional economy to produce goods and services

Goal 2:
Engage the region in **Steady-State** initiatives to bolster long-term economic durability

Goal 3:
Engage the region's networks in **Responsive** initiatives to collaborate on existing and potential future challenges

MINUTES
CITY OF LAUREL
Park Board

11/01/2018 05:30 PM

City Council Chambers

A Park Board was held in the City Council Conference Room and called to order by LuAnne Engh at 05:30 PM on 09/06/2018.

COMMITTEE MEMBERS PRESENT:

- Scott Stokes, Chairman
- LuAnne Engh, Vice-Chairman
- Amy Pollock, Secretary
- Phyllis Bromgard
- Ken Gomer
- Richard Herr
- Irv Wilke
-

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. Public Input

Citizens may address the committee regarding any item of city business no on the agenda. The duration for an individual speaking under Public Comment is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.

- a. OTHERS PRESENT: Howard Rickard, Laurel Jaycees
- b. Howard Rickard spoke to encourage the stauts of Horseshoe Club lease mov forward. Also said the roof had been done. Re-stated their interest in being the steward of possibly renting out the Auxillary Building. There is a need for more meeting spaces in Laurel.

2. General Items

- a. October Minutes reviewed & approved as written. Irv motioned; Rich seconded.
- b. LSEP/4-H Shooting program--Mayor requested a sub-lease agreement in order for these organizations to shoot at Jaycee Hall. Howard provided so hopefully it is moving forward.
- c. Horseshoe Club Lease--Still waiting for Sam Painter to review it. Amy asked if Sam is maybe to busy to be the City's Attorney. It seems like we are always getting held up waiting for the City Attorney.

3. New Business

- a. South Pond--Everything is moving forward
- b. Riverside Park--Committee formation, progress--LuAnne and Amy met with the Mayor, Matt, and Kurt and were basically told there is no need for a committee. It is moving forward as much as possible as it is now in the hands of the State.
- c. Shooting Complex--They met with the Airport Authority and the got positive feedback. In fact, one of the Airport Authority members mentioned there are many places with shooting near airports. It just needs to be done correctly. The Airport Authority passed a recommendation to move forward with some

conditions--Need a conceptual plan to present to the FAA. They have contacts with an engineer who may be able to help with the plan. The County Commissioner said he would talk to an attorney to put together a lease option. Also would be helpful to have law enforcement support & State to give a little more land for better easement and to make safer access.

d. Lease Negotiations--No update on legal review of the form

4. Old Business

a. Swimming Pool: shade posts to be installed in Spring 2019.

5. Other Items

a. South Pond has raised about \$4,000. Tree Board would like to have cameras installed due to so much vandalism, but they don't have the funds to pay for the cameras. LuAnne will talk to the police about the cost.

b. City of Laurel needs to define the permit process

6. Announcements

a. Need to choose a new Co-Chair at next meeting.

The Park Board adjourned at 6:40PM.

Respectfully submitted,

Amy Pollock
Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

MINUTES
CITY OF LAUREL
Park Board

12/06/2018 05:30 PM
City Council Chambers

A Park Board was held in the City Council Conference Room and called to order by Scot Stokes at 05:30 PM on 12/06/2018.

COMMITTEE MEMBERS PRESENT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Scott Stokes, Chairman | <input type="checkbox"/> Ken Gomer |
| <input checked="" type="checkbox"/> LuAnne Engh, Vice-Chairman | <input checked="" type="checkbox"/> Richard Herr |
| <input checked="" type="checkbox"/> Amy Pollock, Secretary | <input checked="" type="checkbox"/> Irv Wilke |
| <input type="checkbox"/> Phyllis Bromgard | <input checked="" type="checkbox"/> Matt Wheeler, Public Works |

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. **Public Input**

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

- a. OTHERS PRESENT: Howard Rickard, Laurel Jaycees; Evan Bruce, LARC; Faye Wood, LARC
- b. Evan Bruce asked for clarification on the vault toilet that was ordered and mentioned at City Council Meeting. It was unclear as to whether the City had a "say" in the one chosen or if the State picked it. Matt Wheeler said the one ordered is the one preferred by the City. It is a unisex vault that the City can pump with current equipment. Matt mentioned he has been working closely

with Alicia Stickney and she has been very helpful and easy to work with. He also mentioned the cost of the vault toilet was less than originally estimated and we are able to share shipping costs with another one going in by Blue Creek, further reducing the cost.

2. General Items

- a. November Minutes reviewed & approved as written. Irv motioned; Rich seconded.
- b. LuAnne Engh & Amy Pollock have completed their 3rd term and will not be renewing their term. It was decided to wait until January to select a new Co-Chair and Secretary when new members are appointed. Now that Scot is back, the rush isn't as urgent. Evan was able to give us Ken Gomer's phone number. Ken has been out with a serious injury for several months. Wondering if he still is interested in staying on the Park Board. His phone number is: 702-5919.
- c. Swimming pool - Final financial report: Not received from Bethany.

3. New Business

- a. Clarification of Permits in Riverside Park--Howard mentioned the permit process for Riverside Park seems to be undefined at this point. He brought copies of the current permits for Thomsen and Lion's Park, but the ladies in the office don't seem to know what the permit process is for Riverside. It was decided it is time that ALL permits be reviewed and updated. Permits are one of the responsibilities of The Park Board (per code). They will be reviewed starting at the January meeting.

4. Old Business

- a. Swimming Pool Shade: Matt Wheeler asked the Park Board to give their opinion on the colors for the posts and shade. The Park Board decided to go with Purple & Yellow due to school colors. Matt will get them ordered and have installed in Spring 2019.
- b. Horseshoe Club Lease/Standardized Lease Form--No update. Still with City Attorney. Board expressed frustration on time taken to hear from City Attorney.
- c. DOJ Project: See Public Input above. (It was address there.)
- d. Shooting Complex--No update.

5. Other Items

- a. LARC Representative-Faye Wood- General Report: After four years, they are still working toward building the facility. They started out wanting to fix the current

pool but it turned into something bigger since the pool is only open 2 1/2 months per year. They paid for a feasibility study, have established themselves as a 501 3C Company. They applied for local grants but haven't been awarded any yet. They will apply for other grants once they get started, but have to be closer to building in order to apply. In 2019 they are planning to get going again. Woods Pow'r Grip has 10 acres of land near the on-ramp that they will donate. Phase 1 includes basketball courts for non-school youth. Phase 2 adds a Community Room with a commercial kitchen they will rent out. And, Phase 3 includes 2 pools--1 for competition and 1 more for fitness/youth. Evan and Faye have met with 3 architects and were told they need to have even more people on their committee. A meeting will be held Monday, December 10th @ 6:30pm @ Woods Pow'r Grip. They meet the 2nd Monday of the month.

- b. Howard mentioned the need for someone to look at the breaker box at the Jaycee Hall ASAP. It is a brand that is known to fail--"not if it will fail, but when." He submitted a proposal to the Park Board. Matt Wheeler said will get a quote from an electrician and depending on cost and how big of an emergency it is, he will either have it fixed, or bring before the Park Board next month. If emergency permission is needed, the Board agreed he could call Scot for the Park Board's recommendation to push it forward.

6. Announcements

- a. Howard Rickard of the Laurel Jaycees gave a written letter of interest (attached) formally requesting the opportunity to manage the use of the American Legion Building. There is a need to for more meeting places in Laurel and the Jaycees have offered their services to manage that building as well as their building.

The Park Board adjourned at 06:35 PM.

Respectfully submitted,

Amy Pollock
Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

The Laurel Jaycees would like to, once again, express our interest in leasing the building in Riverside Park that was formerly the American Legion Building.

We understand that there would have to be some repairs first, such as ceiling and mold in bathrooms, and possibly the septic.

We may be able to assist in some of this repair, depending on what is required.

We noticed that the roofing was repaired recently, so we have the impression that the City of Laurel is interested in keeping the building, but we wanted to know if there is a plan for it yet.

The Laurel Jaycees would be willing to sign a 5 year lease, with a monetary amount that the City of Laurel was comfortable with setting, assuming it was similar to the lease conditions that we presently have on the Jaycee Hall Building at Riverside Park.

Our interest would be to clean up and maintain the building and its appearance. We are interested in offering the building to a number of local groups that need a regular place for their meetings and events and trainings. We would also like to offer the building for those in the community that would like to host a family event, or a fund-raiser, or even a memorial service. Our city is limited on the options for a lot of our community groups of children and volunteers, and for the citizens who would like to put together an event.

If the City of Laurel has a plan for this building, we would love to hear about it. If the City of Laurel is open to suggestions, we would like to offer this one for the Laurel Jaycees.

Thank you for your consideration,

Howard Rickard

Laurel Jaycee Hall Manager

406-855-9572

Proposal to the City of Laurel – via the Park Board December 2018

The Laurel Jaycees would like to formally remind the City of Laurel that the electrical breaker panel boxes (Federal Pacific) at the Laurel Jaycee Hall Building are in need of an upgrade for added safety. We have brought this issue to the attention of the City of Laurel through Kurt Markegard and the Park Board. We are hoping to get a response as to the remedy that is planned for the safety of the Jaycee Hall Building and the numerous occupants throughout the year. The building is used weekly by various groups and lots of children are in attendance.

Federal Pacific Electric Panels

Potentially Could Fail to Provide Proper Safety and Protection for Homes

Federal Pacific Electric Company (FPE) was one of the most common manufacturers of circuit breaker panels in North America from the 1950s to the 1980s. Millions of their panels were installed in homes across the country. Yet, as the years passed, electricians and home inspectors often found Federal Pacific Electric panels failed to provide proper protection to homeowners and their families. Experts now say that FPE panels can appear to work fine for years, but after one overcurrent or short circuit, they can overheat and become fire hazards.

In a class action lawsuit, a New Jersey State Court ruled that the Federal Pacific Electric (FPE) Company "violated the Consumer Fraud Act because FPE knowingly and purposefully distributed circuit breakers which were not tested to meet UL standards..." (To see the Class Action Settlement Notice issued for New Jersey Residents, [click here](#).) An expert who investigated the potential hazards of Federal Pacific Electric panels stated under UL 489 test conditions, that FPE panels fail to trip at a much higher rate than standard panels.

When a breaker fails to trip, an extreme amount of power from the outside electrical supply surges into a home's panel and circuits. Once that happens, it cannot be stopped or shut off manually. Electricity will burn until it runs out of fuel or the wires melt. The panel could overheat and catch fire, causing serious harm to a home and its occupants. Many Federal Pacific Electric panels and breakers can operate properly for years. But if and when they do malfunction, a disaster could occur.

Sincerely,

Howard Rickard

Laurel Jaycee Hall Manager

406-855-9572

MINUTES
Laurel Urban Renewal Agency (LURA)
NOVEMBER 19TH, 2018, 11:00 AM CITY HALL CHAMBERS

The LURA board meeting was held in the City Council Conference Room and was called to order by Judy Goldsby at 11:00 AM on 11/19/2018.

BOARD MEMBERS PRESENT:

Judy Goldsby, Chairman
Dean Rankin, Vice-Chairman
Mardie Spalinger, Secretary
Don Smarsh
Daniel Klein
Janice Lehman
Linda Fricke

OTHERS PRESENT:

Kurt Markegard
Rick Herr
Dianne Lehm
David Atkins
James Horning

1. Public Input

- a. David Atkins was questioning his grants.

2. General Items

- a. Approval of Minutes from the previous meeting with the correction of Don Smarsh not being present - Dean made the motion and Mardie seconded.

3. New Business

- a. Facade Grant Request - David Atkins 217-221 W. Main St. - \$6,915.00 - Dan made the motion and Don seconded after deleting the parking issue which will need City Council approval first.
- b. Facade Grant Request - James Horning Rapid Tire 101 W. Railroad St. - \$4,060.00 for painting and \$3,000.00 for Signage - Don made the motion and Mardie seconded.
- c. Facade Grant Request - Ron Seder King Koin Laundromat 117 W. Main St. - Was tabled until we talk to Ron for a more detailed description and breakdown. Mardie made the motion and Dan seconded.

4. Old Business

- a. Six of the Eight Large Grants have been paid in full. McDonalds and Miller Bldgs. still pending.
- b. The Grant application forms will be one form only.
- c. Kirk will look into the lighting project on SE 4th.

5. Other Items

- a. The City is back looking for a City Planner.
- b. The Clerk Treasurer's detailed Ledger Query report from 1-2016 / 11-2018 was passed out. Once the Grant applications are corrected, LURA will design some flyers for the business owners. Kurt reported that West Railroad St. from 1st to 8th did go to the state using Urban Funds.

- c. The Big Sky EDA reported that the Power Summit Annual (Coal Country Coalition) meeting is on Nov. 27th at the Big Sky's office. Shoot Out fundraiser was discussed. Bid Sky offered to help LURA develop a business tool kit to help spread all of our Grant information to the various business owners.

6. Announcements

- a. None.

The LURA Board adjourned at 12:30 PM with Dan making the motion and Mardie seconding. The next LURA meeting will be December 17th at 11:00 in the City Hall Chambers.

Respectfully submitted,

Mardie Spalinger
Board Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

MINUTES
CITY OF LAUREL
Library Board
11/13/2018 06:00 PM
Laurel Library

A Library Board was held in the Laurel Library and called to order by Arthur Vogeles at 06:08 PM on 11/13/2018.

COMMITTEE MEMBERS PRESENT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Arthur Vogeles, Chairman | <input checked="" type="checkbox"/> Dixie Feller |
| <input checked="" type="checkbox"/> Bill Hanson, Vice-Chairman | <input type="checkbox"/> Clair Killebrew |
| <input checked="" type="checkbox"/> Nancy Schmidt, Secretary | <input type="checkbox"/> Samantha Barnhart |
| <input type="checkbox"/> | <input type="checkbox"/> |

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. **Public Input**

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

- a. None

2. **General Items**

- a. Minutes for October 2018 were presented. Bill motioned the minutes be approved as read, Dixie seconded the motion. Motion was approved.
- b. There was no special correspondence to share with the Trustees.

- c. The monthly circulation report was presented - Traffic: down 10.5%; circulation: all items circulated totaled 4,277 (including 437 eBooks), book circulation was up 19.8%, media circulation was down 8.4%, eBook checkouts for this month was 12% of total book circulation, we circulated 735 items to partners and 141 items from other libraries; computers: internet use was down 3.2%, children's use was down 43.7%, wi-fi use was up 28.2%; patron cards: city registrations made up 65.9% of library users, county patrons 29.9% and non-resident registered patrons 4.2%. There were 45 tech assists in October.

3. New Business

- a. The City of Laurel is redesigning their website through Municode. We have the option of having a library mini-page on that site or continuing to maintain our own website with a click-through link on the City site.
- b. The CAO has asked for updated job descriptions to be completed and returned to him by December 21st. Trustees will review current descriptions, update as (and where) needed, and complete at next Board meeting.
- c. Annual statistics are due to the Montana State Library by November 30th, 2018. It may take a full day of inputting information but the statistics will be completed before the deadline.
- d. The number of requests for class tours and outreach opportunities has increased this year. There was some discussion about visiting the Head Start classes each week if time would allow for the time away from the library. There were 8 2nd grade classes that came for tours in November - 161 students with 10 adults.

4. Old Business

- a. The Book Sale will be Monday through Thursday - 9am to 7pm; Friday - 9am to 5pm; Saturday - 9am to 3pm. Clean up will start Monday morning after the sale. Books that are deemed to be unwanted/unsaleable will be given to other libraries or taken to Goodwill. We need more people to sign up to work the sale so library staff doesn't have to sit in the back room for longer than a few minutes at a time.
- b. Dixie and Arthur gave reports on the classes they attended at the Fall Workshop held in Billings in October.
- c. Nancy and Arthur attended the PLD/ASLD Fall Retreat at Chico Hot Springs in October. They shared some of the information they gleaned from the classes they attended.
- d. The library will be closed for both Christmas and New Year's Day. Since these holidays are on a Tuesday, the library will only be open partial days for the eves

of the holidays. Staff may take Christmas Eve and New Year's Eve as vacation if they would like. We only need a couple people to staff the library for part of the day.

5. Other Items

- a. Even though the budget process for the City hasn't started yet, it is time for the Board to start thinking about how they want to budget for next year's expenditures. This will also include per capita funds that may come available via Coal Severance Tax funds. Discussion followed about pay equity for library staff compared to other City employees and libraries around the state.
- b. Nancy would like to start holding a monthly staff meeting for library personnel. She has asked Board members to consider attending these meetings if their schedules would allow for attendance.
- c. Most of the library staff have an abundance of vacation time accumulated for the year. Dixie made a motion that excess vacation time be paid out to employees rather than having them lose it. Bill seconded the motion, motion passed. Nancy will share this information with the CAO/Mayor when the time is appropriate.

6. Announcements

- a. Next regular meeting is Tuesday, Decembe 11, 2018 at 6:00 pm in the Community Room.

The Library Board adjourned at 07:24 PM.

Respectfully submitted,

Nancy L Schmidt
Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

MINUTES
CITY OF LAUREL
Library Board
12/11/2018 06:00 PM
Laurel Library

A Library Board was held in the Laurel Library and called to order by _____ at _____ on 12/11/2018.

COMMITTEE MEMBERS PRESENT:

- | | |
|--|---|
| <input type="checkbox"/> Arthur Vogele, Chairman | <input type="checkbox"/> Dixie Feller |
| <input checked="" type="checkbox"/> Bill Hanson, Vice-Chairman | <input checked="" type="checkbox"/> Clair Killebrew |
| <input checked="" type="checkbox"/> Nancy Schmidt, Secretary | <input type="checkbox"/> Samantha Barnhart |
| <input type="checkbox"/> | <input type="checkbox"/> |

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. Public Input

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

- a. NO QUORUM - MEETING CANCELLED

2. General Items

- a. Circulation Report -Traffic: down16.38%; circulation: all items circulated totaled 4,137 (including 483 eBooks), book circulation was down 1.8%, media circulation was down 6%, eBook checkouts for this month was 13.6% of total book circulation, we circulated 760 items to partners and 124 items from other

libraries; computers: internet use was down 26.25%, children's use was down 59.3%, wi-fi use was down 14.9%; patron cards: city registrations made up 56% of library users, county patrons 39.7% and non-resident registered patrons 4%. There were 68 tech assists in November.

3. New Business

a.

4. Old Business

a.

5. Other Items

a.

6. Announcements

- a. Next regular meeting is Tuesday, January 8, 2019 at 6:00 pm in the Community Room.

The Library Board adjourned at .

Respectfully submitted,

Nancy L Schmidt
Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

**MINUTES
CITY OF LAUREL
Cemetery Commission
7/10/2018 5:00 PM
Council Chambers Conference Room**

No quorum present. No business discussed.

Respectfully submitted,

Richard Klose
Committee Chairman

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

**MINUTES
CITY OF LAUREL
Cemetery Commission
8/14/2018 5:00 PM
Council Chambers Conference Room**

No quorum present. No business discussed.

Respectfully submitted,

Richard Klose
Committee Chairman

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

MINUTES
CITY OF LAUREL
Cemetery Commission
11/13/2018 5:00 PM
Council Chambers Conference Room

Cemetery Commission was held in the City Council Conference Room and called to order by Richard Klose at 5:00 PM on 11/13/2018.

COMMITTEE MEMBERS PRESENT:

Richard Klose, Chairman
Richard Herr, David Gauslow, Wallace Hall

OTHERS PRESENT:

None.

2. Public Input

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

- There was none.

2. General Items

- Review of minutes and approval:
 - Motion by Richard Herr; seconded by Wallace hall passed

3. New Business

- There was none.

4. Old Business

- Section markers
 - Motion by Richard Herr; seconded by Wallace Hall to get markers from Billings Monument, passed.
- Grave locations online
 - No discussion
- Sunken headstones
 - Could use summer help or boy scouts to install

5. Other Items

- Next meeting Feb.12,2019

6. Announcements

- There was none.

The Cemetery Commission adjourned at 15:30 PM.

Respectfully submitted,

Richard Klose
Committee Chairman

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

MINUTES
CITY OF LAUREL
Tree Board

11/29/2018 09:30 AM
Public Works Conference Room

A Tree Board was held in the Public Works Conference Room and called to order by LuAnne Engh at 09:30 AM on 11/29/2018.

COMMITTEE MEMBERS PRESENT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> LuAnne Engh, Chairman | <input checked="" type="checkbox"/> Richard Herr |
| <input type="checkbox"/> Aaron Christiansen, Vice-Chairman | <input type="checkbox"/> Matt Wheeler |
| <input checked="" type="checkbox"/> Walter Widdis, Secretary | <input checked="" type="checkbox"/> Kurt Markegard |
| <input checked="" type="checkbox"/> Dale Ahrens | <input checked="" type="checkbox"/> Phyllis Bromgard |

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. Public Input

- a. Guest - Lynn Peterson - Graff School Principal - Introduced
- b. Lynn was updated on the procedures of Arbor Day - she offered to connect with all school administration and her staff.
- c. Kurt mentioned that currently the city code says all city boulevards must have trees and green grass maintained. With the cost of water, citizens are looking at dryscape and rocks. There is nothing in place to address this. Possibly this section should be under the Street and Ally committee and not the Tree Board

- d. Information about the rules of planting trees could be added to the water bill in the Spring - reminding citizens that they may need a permit to plant trees

2. General Items

- a. Arbor proclamation will be presented at the council meeting next Tuesday, Dec. 4th
- b. Arbor Day - May 7, 2019 - South Pond - Approximately 11:00.
- c. Trees that will be planted are(3) - 2" Amber Blaze Maple and (3) - 2" Hackberry trees which will cost about \$1800 - Matt Wheeler was unable to attend. We will check to see if he has started the bid request.
- d. Our balance in the city account is \$1200 - we will probably need to raise \$1200 depending on how much we receive in donated supplies.
- e. Theme for Arbor Day - Walter will put an article in the Outlooks asking any students to submit a theme and design. None were received. LHS was asked to participate but none were received. The Baptist Church had their students do an art contest and their winner is 3rd grader Colton Watts with TREES ARE FOR EVERYONE with 5 trees of various colors.
- f. It was moved, seconded and approved to accept this design with a change of theme to TREES HELP EVERYONE. Walter will work up a graphic of this so we can use it for shirts, banners and fundraising letters.
- g. LuAnne has sent out emails to our vendors - LHS will participate this year too.
- h. Next meeting we should have our fundraising letter prepared, tree placement settled and t-shirt colors decided.
- i. Downtown tree District - Aaron is making an inventory and maintenance list to be used for the LURA grant due in March.

3. New Business

- a. Dale researched the DNRC mini grant for schools (\$500) Lynn Peterson offered to work on it with help from the District Clerk.
- b. Lynn also agreed to be the motivational speaker for the ceremony

4. Old Business

- a. Grants - Dale and Kurt finished the DNRC grant for \$750 - to be sent in next month.
- b. Walmart Grant - due in Feb. - Dale asked how many we will feed - probably 200 plus we also do the sub sandwich (\$50 worth) for vendors
- c. Northwest Energy Grant - \$500 - Bethany did this last year. LuAnne will check with her to see if this is available this year.

- d. Fran is planning to remove the Russian Olives on the south side of the pond. He would also be willing to replant pine trees on the ridge as there is water available there. Summer help will weed eat around the trees.
- e. Stumps in Thompson Park have not been removed - mowing over them is OK.
- f.

5. Other Items

- a. Lions - Phyllis reported the group has blueprints for the dock and pathway - they have raised \$4,000 - they are applying to Lions International for funds (that will need to be matched) It was suggested they get a firm figure on the paving.
- b. Karen Courtney - Code changes - Karen was unable to attend
- c. Vandalism and Camera for South Pond - not much can be done since it is so expensive to connect the park to the Cop Shop
- d. Volunteer Hours - LuAnne 10, Richard 5, Aaron 5, Dale 12, Phyllis 4, Walter 5

6. Announcements

- a. Next meeting January 17th - 9:30

The Tree Board adjourned at 10:45 AM.

Respectfully submitted,

LuAnne Engh
Committee Chairman

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

Backup material for agenda item:

Appointment of Stanley J. Langve as Chief of the 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 No. R18-85: A Resolution of the City Council Authorizing the Release of Funds from the Tax Increment Financing District Fund for Façade Improvements for the Properties located at 101 West Railroad Street, Laurel Montana.

RESOLUTION NO. R18-85

**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 December 18, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of December 2018.

APPROVED by the Mayor this 18th day of December 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 No. R18-86: A Resolution of the City Council Authorizing the Release of Funds from the Tax Increment Financing District Fund for Façade Improvements for the Properties located at 217-221 West Main Street, Laurel Montana.

RESOLUTION NO. R18-86

**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 December 18, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of December 2018.

APPROVED by the Mayor this 18th day of December 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 No. R18-87: 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. R18-87

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 December 18, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of December 2018.

APPROVED by the Mayor this 18th day of December 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 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

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

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 No. R18-88: 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. R18-88

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 December 18, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of December 2018.

APPROVED by the Mayor this 18th day of December 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:

Resolution - MOU

RESOLUTION NO. R18-89

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 \$2,082.37; 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 December 18, 2018, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of December 2018.

APPROVED by the Mayor this 18th day of December 2018.

CITY OF LAUREL

Thomas C. Nelson, 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 _____, 201 __, 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, The 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, the 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 the 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 the 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 the 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, 2019**, 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 **\$34,706.20**. This figure is a total of the **\$4,500.00** county fee plus **\$30,206.20** per capita formula using a population of **158,980** as per the 2017 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 **\$11,800.11**, City of Billings- 36% or **\$12,494.23**, City of Laurel- 6% or **\$2,082.37** and Yellowstone County- 24% or **\$8,329.49**.

Annually, the 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, 2019, 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 the 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 the 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. The 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:

The 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:

The 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. The 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:

The 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 the Beartooth RC&D in connection with the work under this memorandum of understanding. The 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:

The 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. The 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 the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the 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:

The 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 the 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 the Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of the Beartooth RC&D and;
3. Any fines, penalties, or other amounts assessed against the Entity by reason of the Beartooth RC&D 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 the Beartooth RC&D 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:

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

1. The 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. The Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the 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 the 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 the 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:

The 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.

ARTICLE 16: INDEPENDENT CONTRATOR:

The Beartooth RC&D and the Entity agree that the 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 the Beartooth RC&D nor any employee of the 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 the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 17: ASSIGNMENT:

The 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 the 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 the 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

Tom Nelson
Mayor

William R. Foisy

William Foisy
Chairman

ATTEST: _____

Date: _____