

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JUNE 03, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 pm on June 30, 2025.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Tom Canape	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input type="checkbox"/> Jessica Banks
<input checked="" type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
JW Hopper, Fire Chief
Travis Nagel, Assistant Fire Chief
Shane Willis, Battalion Chief
Michele Braukmann, Civil City Attorney
Lyndy Gurchiek, Ambulance Chief

Public Input:

There were none.

General Items

Executive Review

1. **Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 5.

The Fire Chief briefly reviewed the attached handout.

It was questioned if there is a set formula for the annual increase or if it is based on the increased costs of operation. It was clarified that each year, a percent increase is implemented. There are increased costs, including for repairs.

Council noted that having the attached numbers would have been helpful at last week's meeting. It was clarified that the Fire Chief did not have time to gather the information for last week's meeting.

The Fire Chief noted that there is also a grass contract with the County for approximately \$20,000.

It was noted that if you take the total fee charged divided by the number of calls, it is approximately \$1300 per call. It was questioned if \$1300 was enough to cover a structure fire. It was clarified that \$1300 would not cover the cost of a structure fire. A structure fire can cost upwards of 10k to 20k.

The Fire Chief noted that the City is paying peanuts for fire service as compared to the Fire Districts.

It was questioned if the higher cost was associated with home values. It was clarified that the City has to be careful as there are higher home values in the County, but those in the Fire Districts can decide to create their own Fire Department and not utilize the City's department. The Ambulance then can use the boundaries of the districts to create their districts.

2. **Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Yellowstone Boys And Girls Ranch.

Discussed in the previous agenda item.

3. **Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Services Area.

Discussed in the previous agenda item.

4. **Planning:** Resolution - Resolution Of Intent To Extend The City Boundaries Of The City Of Laurel By Annexing A Parcel Of City-Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.

The CAO gave a brief overview of the history of this land. It was donated to the City and is six lots north of W. 12th Street, located between the two bridges; see attached. This annexation was not filed with the County and contained an incorrect legal description.

It was questioned if the mailboxes would be allowed to stay on that side of the Street. It was noted those mailboxes are located in the public right of way, there is an additional 30 feet of right of way to the north of the existing roadway. It was also noted that the City does mow this property to keep the grass manageable.

It was questioned if we maintain the road and remove the snow. It was clarified that the City does plow its half of the road. The County did contribute to paving that part of the road when we did the last project. We did get rid of the puddle as well.

Council Issues

There were none.

Other Items

Next week, there will be a small service contract for creating sleeping quarters for the full-time Ambulance Staff. They have three people on 24-hour shifts and only have two sleeping quarters. The Fire Department moved their gear out of a storage room to be able to create two more sleeping quarters. The goal is to get this done by the end of the year.

It was questioned if this was a budgeted item. It was budgeted for 15k, and the bid is for 18k to accommodate the egress windows as required by the City. Staff are looking at the Restore for egress windows to see if they can reduce the cost. The renovation will meet International Building Code standards. The buildings are not sprinkled and covered in particle board, which burns hotter and faster than sheetrock.

Love's has requested a Late Comers Agreement. They would like to move forward quickly. Council has approved the initial annexation. Love's now owns the property. They have been working this past year on engineering the water and sewer line extensions. This is a very costly improvement. LMC allows a development agreement reimbursement. The City would collect the fee and reimburse those who connect to those lines within a given time period. Next week, there will be a resolution before the Council regarding this agreement. Love's would like to get the water and sewer lines in and the pavement on the ground to be able to build through the winter.

It was questioned how long the latecomers' agreement lasts for. It was clarified it is for seven years.

Attendance at Upcoming Council Meeting

All Council Members present will be at next week's meeting.

Announcements

The next Park Board meeting is Thursday at 5:30 pm in Council Chambers.

Laurel Rod and Gun Club has a BBQ at the new gun range. The public is invited this Saturday from 11 to 4. The public is reminded that the speed limit on the access road is 15 miles per hour. No smoking is allowed. No gopher shooting is allowed.

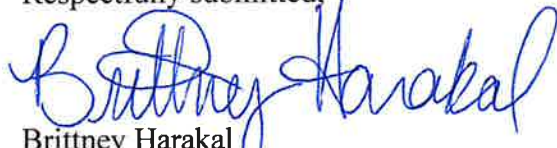
On June 14th, Flag Day, there will be a ceremony at 11 am for the new retired flag drop-off box located at Ace Hardware.

On June 14th, there is a ceremony at the Montana State Firemen's Memorial adding three names to the memorial. The ceremony is at noon, with a lunch to follow.

On June 13th there is the Montana State Fireman's Memorial annual 5k fundraiser. There will be a street dance and food trucks to follow the run.

The council workshop adjourned at 7:20 pm.

Respectfully submitted,

A handwritten signature in blue ink, reading "Brittney Harakal". The signature is fluid and cursive, with the first name "Brittney" and last name "Harakal" clearly distinguishable.

Brittney Harakal
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.

At a Glance...

Department Annual Budget: \$480,453
Approximate Recoveries through Pintler Billing: \$50,000 per year

SERVICE AREA	CONTRACT AMOUNT	2024 CALLS	2025 YTD CALLS
City of Laurel	N/A	218	95
Fire District 5	\$21,127.96	6	1
Fire District 7	\$140,000.00	102	57
Fire District 8	\$8,915.24	2	4
LUFSA	\$113,006.59	86	46
Airport Authority	\$6620.68	0	0
Yellowstone Boys & Girls Ranch	\$13640.94	0	0
Mutual Aid	\$0	45	13
CHS	\$20,000.00	0	0
Total	\$323,311.41	459	216

RESOLUTION NO. R25-33

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
REDLINE SERVICES.**

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter "the City") and Redline Services, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Redline Services on behalf of the City.

Introduced at a regular meeting of the City Council on the 10th day of June 2025, by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel on the 10th day of June 2025.

APPROVED by the Mayor on the 10th day of June 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 10th day of June, 2025, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Redline Services, a contractor licensed to conduct business in the State of Montana, whose address is 1114 9th Avenue, Laurel, Montana 59044, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated May 21, 2025, attached hereto as Exhibit "A" and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit "A".

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor eighteen thousand five hundred twenty dollars and no cents (\$18,520.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY'S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third-party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 10th DAY OF JUNE 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Redline Services

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

