



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, APRIL 09, 2024
6:30 PM
COUNCIL CHAMBERS**

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.

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of March 26, 2024.

Correspondence

2. Police Monthly Report - March 2024.

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 entered through April 5, 2024.
4. Approve Payroll Register for PPE 3/31/2024 totaling \$241,155.76.
5. Closed Executive Session Minutes of March 26, 2024.
6. Council Workshop Minutes of April 2, 2024.

Ceremonial Calendar

Reports of Boards and Commissions

7. Budget/Finance Committee Minutes of March 26, 2024.
8. Cemetery Commission Minutes of October 17, 2023.
9. Emergency Services Committee Minutes of February 26, 2024.
10. Tree Board Minutes of March 7, 2024.

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

- [11.](#) Appointment of Bryce McMurrey to the Laurel Volunteer Fire Department.
- [12.](#) Appointment of Steve Hurd to the Police Commission for a three-year term ending April 30, 2027.
- [13.](#) Resolution No. R24-22: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.
- [14.](#) Resolution No. R24-23: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With River Ridge Landscaping, Co.
- [15.](#) Resolution No. R24-24: Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Puritan Commercial Cleaning & Services.
- [16.](#) Resolution No. R24-25: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.

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.

File Attachments for Item:

1. Approval of Minutes of March 26, 2024.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

March 26, 2024

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:31 p.m. on March 26, 2024.

COUNCIL MEMBERS PRESENT: Thomas Canape Heidi Sparks
 Michelle Mize Jessica Banks
 Casey Wheeler Irv Wilke
 Richard Klose Jodi Mackay

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Michele, Braukmann, Civil City Attorney
 Brittney Harakal, Administrative Assistant
 Kelly Strecker, Clerk/Treasurer

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

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of March 12, 2024, as presented, seconded by Council Member Klose. 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:

- Fire Monthly Report – February 2024.
- Beartooth RC&D March Correspondence.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through March 22, 2024.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 3/17/2024 totaling \$226,698.51.**
- **Council Workshop Minutes of March 19, 2024.**

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. 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: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of March 12, 2024.
- Public Works Committee Minutes of February 26, 2024.
- Park Board Minutes of March 7, 2024.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

DRAFT

- **Resolution No. R24-16: A Resolution Of The City Council Approving A Professional Services Agreement Between The City Of Laurel And Raftelis Financial Consultants, Inc. For A Water Rate Study.**

Motion by Council Member Canape to approve Resolution No. R24-16, seconded by Council Member Wilke. 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. R24-17: A Resolution Of The City Council Approving A Professional Services Agreement Between The City Of Laurel And Raftelis Financial Consultants, Inc. For A Wastewater Rate Study.**

Motion by Council Member Sparks to approve Resolution No. R24-17, seconded by Council Member Wilke. 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. R24-18: A Resolution Of The City Council Authorizing The Additional Extension Of Approval Of Application For Special Review For J. Johnson Properties Pursuant To Resolution Nos. R22-07, R23-05, And R23-75.**

Motion by Council Member Mize to approve Resolution No. R24-18, seconded by Council Member Wilke. 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. R24-19: A Resolution Of The City Council Approving A Memorandum Of Understanding By And Between The City Of Laurel And Yellowstone County For The Golf Course Road Paving Project.**

Motion by Council Member Banks to approve Resolution No. R24-19, seconded by Council Member Wilke. There was no public comment.

Council Member Mize stated she would be voting against this resolution as she felt the City should save these funds and use them for the West Railroad Street project.

A vote was taken on the motion. Council Members Sparks, Banks, Wilke, Mackay, Klose, Wheeler, and Canape voted aye. Council Member Mize voted nay. Motion carried 7-1.

- **Resolution No. R24-20: A Resolution Of The City Council Approving Accrued Vacation Pay-Out For City Clerk-Treasurer.**

Motion by Council Member Wheeler to approve Resolution No. R24-20, seconded by Council Member Wilke. 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. R24-21: A Resolution Of The City Council Approving A Commitment Of Funding For The Completion Of The West Railroad Street Project.**

Motion by Council Member Mackay to approve Resolution No. R24-21, seconded by Council Member Wilke. 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.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): ‘

The Laurel Public Library is hosting a Story Time and Easter Egg Hunt on Wednesday, March 27th, at 1:00 p.m.

COUNCIL DISCUSSION: None.

MAYOR UPDATES:

Mayor Waggoner stated that work has begun on installing the Splash Pad. They are scheduled to be finished by the end of April.

DRAFT

Council Minutes of March 26, 2024

Mayor Waggoner stated that the lights had been installed at Russell Park.

UNSCHEDULED MATTERS:

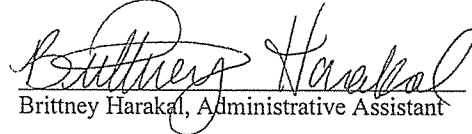
- Closed Executive Session: Litigation Strategy.

Mayor Waggoner announced that the Council would enter a closed executive session following the adjournment of this meeting.

ADJOURNMENT:

Motion by Council Member Sparks to adjourn the council meeting, seconded by Council Member Mize. 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 6:40 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 9th day of April 2024.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

2. Police Monthly Report - March 2024.



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Total Calls

Printed on April 3, 2024

[CFS Date/Time] is between '2024-03-01 00:00:00' and '2024-03-31 23:59:59' and

[Primary Incident Code->Code : Description] All

Code : Description

Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	11	11
: Agency Assist	49	49
: Alarm - Burglary	11	11
: Alarm - Fire	3	3
AMB : Ambulance	70	70
: Animal Complaint	9	9
: Area Check	4	4
: Assault	12	12
: Bad Checks	0	0
: Barking Dog	5	5
: Bomb Threat	0	0
: Burglary	2	2
: Child Abuse/Neglect	2	2
: Civil Complaint	3	3
: Code Enforcment Violation	7	7
: Community Integrated Health	11	11

Code : Description	Totals	
: Counterfeiting	0	0
: Criminal Mischief	8	8
: Criminal Trespass	5	5
: Cruelty to Animals	1	1
: Curfew Violation	7	7
: Discharge Firearm	1	1
: Disorderly Conduct	3	3
: Dog at Large	20	20
: Dog Bite	2	2
DUI : DUI Driver	7	7
: Duplicate Call	4	4
: Escape	0	0
: Family Disturbance	18	18
: Fight	2	2
FIRE : Fire or Smoke	5	5
: Fireworks	0	0
: Forgery	0	0
: Found Property	4	4
: Fraud	3	3
: Harassment	2	2
: Hit & Run	3	3

Code : Description	Totals	
: Identity Theft	0	0
: Indecent Exposure	2	2
: Insecure Premises	1	1
: Intoxicated Pedestrian	1	1
: Kidnapping	0	0
: Littering	0	0
: Loitering	2	2
: Lost or Stray Animal	6	6
: Lost Property	2	2
: Mental Health	2	2
: Missing Person	1	1
: Noise Complaint	0	0
: Open Container	0	0
: Order of Protection Violation	0	0
: Parking Complaint	21	21
: Possession of Alcohol	0	0
: Possession of Drugs	1	1
: Possession of Tobacco	2	2
: Privacy in Communications	1	1
: Prowler	0	0
: Public Assist	56	56

Code : Description	Totals	
: Public Safety Complaint	5	5
: Public Works Call	4	4
: Report Not Needed	9	9
: Robbery	0	0
: Runaway Juvenile	4	4
: Sexual Assault	0	0
: Suicide	0	0
: Suicide - Attempt	0	0
: Suicide - Threat	5	5
: Suspicious Activity	48	48
: Suspicious Person	10	10
: Theft	29	29
: Threats	5	5
: Tow Call	1	1
: Traffic Accident	22	22
: Traffic Hazard	6	6
: Traffic Incident	14	14
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	92	92
: Unattended Death	0	0

Code : Description	Totals	
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	2	2
: Warrant	24	24
: Welfare Check	14	14
Totals	686	686

File Attachments for Item:

6. Council Workshop Minutes of April 2, 2024.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, APRIL 02, 2024**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:27 p.m. on April 2, 2024.

COUNCIL MEMBERS PRESENT:

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

OTHERS PRESENT:

Brittney Harakal, Council Administrative Assistant
Matt Wheeler, Public Works Director

Public Input:

There were none.

General Items

1. Appointment of Bryce McMurrey to the Laurel Volunteer Fire Department.

Mayor Waggoner stated that Chief Hopper will be present at next week's meeting to introduce Mr. McMurrey to the Council.

2. Appointment of Steve Hurd to the Police Commission for a three-year term ending April 30, 2027.

Mr. Hurd introduced himself to the Council and thanked them for their consideration.

Executive Review

3. Resolution - A Resolution Of The City Council Authorizing The City Of Laurel And The Laurel Urban Renewal Agency (Lura) To Submit A Request For Proposal For A TIF Consultant.

LURA has been discussing the direction they would like to go moving forward. In order to accomplish those goals, they would like to hire a consultant. The consultant would help create work plans and provide education on the TIF District. They recently talked to other Urban Renewal Agencies and found that Laurel was the only one who had not hired a consultant.

It was questioned what kinds of fees there would be. It was clarified that this is an expense that the TIF District would pay. LURA has been working on creating an RFP should permission be granted. There will need to be a budget amendment as the current budget does not have professional services budgeted for. They were informed that a full-time consultant is valued at upwards of 150k.

It was questioned if adding a consultant would be for next year's budget. It was clarified at this point it would be most likely for next year's budget.

Council asked for additional information on the costs associated with this request. It was clarified that LURA is asking for permission to go out for an RFP. They will not know the cost until they receive those proposals back. Once they open the RFPs, they will then come before the Council and ask for approval.

Council stated they would like to see the scope of work. Council also stated they would like to see if there are any rules regarding using TIF funds to pay for professional services. Is there a limit to the amount that can be spent. Council also requested additional information on the financials for the TIF District.

It was questioned why only \$400 was budgeted for professional services this year. It was clarified that in the past LURA did more grant management and not the actual projects themselves. There have been consultants in the past.

Council asked that this resolution be held until the April 16th Workshop when their questions could be answered.

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

Matt Wheeler, Public Works Director, stated this small service contract is to repair the various water breaks around the City now that asphalt is available.

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With River Ridge Landscaping, Co.

Matt Wheeler, Public Works Director, stated this small service contract is to install irrigation and reseed the area where the tennis courts were removed.

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Puritan Commercial Cleaning & Services.

Mayor Waggoner stated this small service contract is to provide cleaning services three days a week at City Hall and five days a week at the FAP building. This quote was significantly less than the other quotes.

7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.

Matt Wheeler, Public Works Director, stated this small service contract is for the replacement of the pumps down at the Water Treatment Plant.

Council Issues

There were none.

Other Items

Park Board is on Thursday at 5:30 in the Council Chambers.

Tree Board is on Thursday at 4:30 in the Council Conference Room.

Attendance at Upcoming Council Meeting

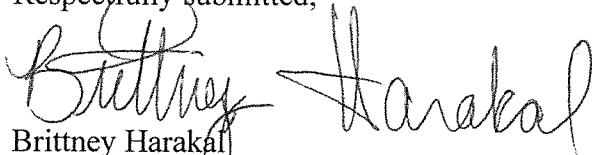
All Council Members present will be in attendance at next week's meeting.

Announcements

There were none.

The council workshop adjourned at 6:58 p.m.

Respectfully submitted,



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.

File Attachments for Item:

7. Budget/Finance Committee Minutes of March 26, 2024.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, March 26, 2024**

Members Present: Michelle Mize, Casey Wheeler (5:50 p.m.), Richard Klose, Heidi Sparks

Others Present: Kelly Strecker, Mayor David Waggoner, JW Hopper

The meeting was called to order by the Committee Chair at 5:30 pm.

Public Input: There was no public comment.

General Items –

1. Review and approve March 12, 2024, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of March 12, 2024. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
2. Review and approve purchase requisitions. A purchase requisition was presented to the committee by Chief Hopper for a new LiteReader sign for the fire department. JW stated that this sign will be mounted on the Command 1 vehicle. He stated that this is a full message changeable sign, that the fire department can use when there is an accident or emergency. JW gave a brief demonstration about the reader sign. The cost of the new LiteReader is \$16,858.95 and would be purchased from LiteSys Inc. out of Belgrade MT. This price includes the sign and installation. Heidi Sparks moved to approve purchase requisition for the new sign. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
3. Review and recommend approval to Council; claims entered through March 22, 2024. Heidi Sparks moved to approve the claims and check the register for claims entered through March 22, 2024. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
4. Review and approve Payroll Register for the pay period ending March 17, 2024, totaling \$226,298.51. Heidi Sparks motioned to approve the payroll register for the pay period ending March 17, 2024, totaling \$226,298.51. Michelle Mize seconded the motion, all in favor, motion passed 3-0.

New Business –None

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending March 17, 2024.
2. Mayor Update – The Mayor had nothing to report.
3. Clerk/Treasurer Financial Update-Kelly stated that the city received the \$850.00 Arbor Day Grant money, for the Tree City Grant that Michelle Mize had put in for. The HB 355 grant applications would be submitted by the end of the week and that four would be submitted. One for the 5th – 7th Ave sewer project, one for the W 12th St Overlay project, one for a new

air conditioning system in the council chambers, and one for the soffit and fascia at the library. Kelly briefly spoke about a fraudulent check that was reported to the city from a Georgia bank. The bank called to let the city know of a possible check that was written to a business that the city sent out, and was changed to an individual's name and then deposited into a personal account in Georgia. Kelly was able to get the fraudulent check stopped though the city's account. Kelly will report to the Laurel Police Department. Heidi Sparks suggested Micr ink to print checks. Kelly stated that she would check into that.

Announcements –

4. The next Budget and Finance Committee meeting will be held on April 9, 2024, at 5:30 pm.
5. Casey Wheeler is scheduled to review claims for the next meeting.

Meeting Adjourned at 6:25 p.m.

Respectfully submitted,



Kelly Strecker
Clerk Treasurer

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

File Attachments for Item:

8. Cemetery Commission Minutes of October 17, 2023.



MINUTES
CITY OF LAUREL
CEMETERY COMMISSION
TUESDAY OCTOBER 17,2023
5:00 PM
COUNCIL CHAMBERS

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

General Items

1. Approve Minutes of JULY 18,2023 Motion by Gaulow 2nd by HERR, motion pass

OLD BUISNESS;

1. Eagle Scout Project ,we talked about a container for used flags

NEW BUSINESS;

1. Looking for a good cemetery map to put on the kiosk

ATTENDEES; Richard Herr, Wally Hall, David Gauslow, Steve Hurd and Richard Klose

Meeting Started at 5 pm ended at 5:45pm

Other Items Next cemetery meeting JANUARY 16, 2024

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

9. Emergency Services Committee Minutes of February 26, 2024.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, FEBRUARY 26, 2024**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, February 26, 2024, by Chair- Heidi Sparks

Members Present: Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Jodi Mackay, Richard Klose, Jamie Swecker, Bruce McGee

Others Present: Ambulance Director Lyndy Gurchiek, Travis Nagel-Assistant Captain, Police Chief Stan Langve

Public Input: None

General Items

1. Approval of Emergency Services Committee minutes of January 22, 2024. Jodi Mackay moved to approve the minutes; Irv Wilke seconded- Motion carried 6-0.

New Business

2. Update from Emergency Departments
 - a. Assistant Fire Captain Travis Nagel- Report attached
 - i. Currently working with 32 members- this includes a resignation, 3 in rookie school and 1 on a leave of absence
 - ii. Looking at purchasing 2-3 CO monitors with the Ambulance
 - iii. Working on a recruitment video to try to get new members- like to operate with about 45 members
 - iv. Zello app is working- used to expand the radio range, using Wi-Fi on cell phone
 - b. Police Chief Stan Langve- Report attached
 - i. Increase in mental health related calls including suicide
 - ii. Currently have 6 active reserves
 - iii. Squad Room project is mostly complete, new lockers were replaced and moved out of the hallway for additional privacy
 1. Additional wiring was added to the Chief's office, previously utilizing a single outlet with extension cords
 - c. Ambulance Director Lyndy Gurchiek- Report attached
 - i. The majority of the Fire Driver calls was Travis Nagel helping out
 - ii. Staffing/training has been a focus this month, 2 new full time staffers started- challenge has been only having 1 ambulance on to do training
 1. Need to have the full time staff trained before hiring additional volunteers

- iii. Zello app has been installed on all ambulance staff cell phones- has allowed individuals to utilize app to respond to calls for additional staff through app, rather than needing to call dispatch
- iv. Working on a recognition program which will include a certificate and a pin
- v. Community Integrated Health program is running and dispatch is taking those calls for our 2 community medical outreach individuals

Old Business:

Other Items:

Announcements

- 3. Next Meeting will be Monday, March 25, 2024, at 6:00pm in Council Chambers

Meeting adjourned at 6:30pm



LAUREL FIRE DEPARTMENT

215 West 1st Street • Laurel, Mt • 59044 • Office 406.628.4911 • Fax 406.628.2185

Emergency Services Meeting 1/22/2023-2/26/2024

Calls-

- Responded to 43 Total Calls for 1/22/2024-2/26/2024. *+4 FIRE = 47 total*
~~43~~ ~~43~~

Training-

- Cold Water Rescue
- Extrication
- Car Fires
 - DNRC- S230, S231
 - Engine Boss Training in Laurel March 9th.

Rookie School Training-

- ICS
- Extrication
- Car Fires

Department News-

- Current Numbers
 - 32 Members
 - 1 firefighter on leave of absence.
 - 3 firefighters in Rookie School.
 - Levi Jones had to resign for personal and family reasons.
- Misc.-
 - Zillow App is up and running.
 - Working with Ambulance to purchase 2 to 3 CO Monitors. These will benefit both the community and the fire fighters.
 - Assistant Chief Nagel is working with truck manufacturers on a new front-line pumper.
 - 5 sets of new bunker gear have been delivered.
 - New gloves and hoods have started arriving.
 - Started working on recruiting video and ideas.

Laurel Emergency Services Report created 2/26/24:

2020	2021	2022	2023
1090 requests for service	1228 requests for service	1238 requests for service	1300 requests for service
159 times LEMS was unavailable	135 times LEMS was unavailable	177 times LEMS was unavailable	171 times LEMS was unavailable
72 times AMR was unavailable	34 times AMR was unavailable	48 times AMR was unavailable	23 times AMR was unavailable
288 responses in Ward 5=27% of calls outside of the city of Laurel	318 responses in Ward 5=26% of calls outside of the city of Laurel	351 responses in Ward 5=29% of calls outside of the city of Laurel	351 responses in Ward 5=27% of calls outside of the city of Laurel



Recent Month Summary:

January 2024:

Requests	124
Missed Calls	9 = 7%
Shortest Delay	22 minutes
Longest Delay	45 minutes
Average Delay	32 minutes
Fire Driver Available	20 times
City Driver Available	3 time
QRU Response With 1 Provider	5 times **
On A Previous Call	1 times
No Crew / Provider Available	2 times
AMR Transported or Responded	6 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
HELP Amb Transported or Responded	0 time
Columbus Transported	0 times
Joliet Transported	0 times
Park City Transported	0 times
Beartooth Ambulance	0 times
PD Assisted Pt or Transported	0 times
FD Assisted Pt no transport	0 times
POV Transport	3 times
Refusal or no transport	0 time
YCSO Transported	0 times
MHP Transported	0 times

**0 time the QRU responded and the patient refused / no transport to hospital or no patient found
 43 responses in Ward 5 = 35% of calls outside of the city of Laurel
 8 LEMS responses for mutual aid

2024 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Requests	124												
Missed Calls	9												
Shortest Delay (minutes)	22												
Longest Delay (minutes)	45												
Average Delay (minutes)	32												
Fire Driver Available	20												
City Driver Available	3												
QRU Response w 1 Provider	5												
On A Previous Call	1												
No Crew / Provider Available	2												
AMR Transported or Responded	6												
Columbus Transported	0												
Joliet Transported	0												
Park City Transported	0												
Red Lodge Transported	0												
Beartooth Transported	0												
HELP Flight Transported	0												
HELP Amb Transported or Responded	0												
POV Transport	3												
PD Assisted Pt or transported	0												
FD Assisted Pt no transport	0												
YCSO Transported	0												
MHP Transported	0												
QRU/AMR, Refusal or No Patient	0												
Responses in Ward 5	43												
LEMS response for mutual aid	8												

*correction made after report given

Other Reporting Information

- Staffing - Training the two new staff members. They are both doing great, will keep you posted on the progress.
- License recertification is March 31, we are working on ensuring everyone has the hours that they need. There was a 20 hour refresher course this past weekend as well as making sure we have all of the additional CE hours, certifications such as PALS, ACLS and CPR completed.
- Working with Chief Hopper for CO monitors to monitor fire fighters during fire rehab as well as have access to monitoring patients of suspected carbon monoxide poisoning. I believe we have found the required funding, just looking at refurbished vs new equipment.
- Purchased the radio app called Zello that is available via cell phone apps and can theoretically allow us to communicate from anywhere that has cell service or internet service. We have made this available to all of our staff members. It has already proven to be a great resource for increased communication ability for staff both on and off of shift.
- Community Health program working well. It is not a large number of patients but we are seeing a few that I believe they are making a difference with as well as community outreach work.
- The fee schedule changes were approved by City Council. This is based on recommendations from Pinter Billing – old fee schedule was not up to date with bundled billing – confusing for billing people. Also proposed a out of district fee for ward 5 calls and a small lift assist fee. There was a typo that had to go back to for approval to amend.



Laurel Police

Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Chief of Police Stanley J Langve

Emergency Services Report February 2024

For the reporting period 1-22-24 through 2-26-24, the FAP had 791 calls for service. This is slightly ahead of last year's, year -to-date calls for service and down 7.8% from the 3-year average. For crimes reported as of this morning, there were 206 year-to- date with 150 in the reporting period. This is a 13% increase for crimes reported year-to- date for the 3-year average and a 32% increase for the 3- year average for the reporting period.

The majority of the increase is theft. We have seen an increase in reported thefts and have what is believed to be a targeted and coordinated hit on a retailer involving multiple suspects. It is believed they were timed to coincide when manpower was limited. The number of mental health related calls continues to increase as well.

We have 2 cadets in the Police Reserve Academy that runs from the first part of January through May. We recently lost two reserve Officers and have 6 active reserves with 1 on maternity leave.

We interviewed 8 candidates for the Patrol Officer positions on the 24th of February. We moved 5 to backgrounds. We have 2 current vacancies with a third anticipated vacancy coming at any time.

During the last cold spell, the blower motor for the FAP HVAC burned out and the motor and wiring had to be replaced. Also, the heater at the City Shop building went "End of Service". The pipes froze and burst. This was discovered prior to the pipes thawing out so water damage was kept to a relative minimum.

Most of the Squad Room project is complete. This was funded by the 2-year long efforts of Jessica McCartney to compile an auction. With those monies we were also able to improve the bay area and move the new officer lockers into the bay. We purchased new lockers for the dispatch and animal control and moved them down the hall along with some secure storage. This improved the workspace for the Officers and immensely opened up some new room in the squad.

Respectfully,

Chief Langve



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 • Phone 406-628-8737 • Fax 406-628-4641

Total Calls

Printed on February 26, 2024

[CFS Date/Time] is between '2024-01-22 00:00' and '2024-02-26 23:59' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	14	14
: Agency Assist	62	62
: Alarm - Burglary	9	9
: Alarm - Fire	8	8
AMB : Ambulance	98	98
: Animal Complaint	2	2
: Area Check	17	17
: Assault	4	4
: Bad Checks	0	0
: Barking Dog	3	3
: Bomb Threat	0	0
: Burglary	0	0
: Child Abuse/Neglect	7	7
: Civil Complaint	10	10
: Code Enforcment Violation	1	1
: Community Integrated Health	5	5

Code : Description	Totals	
: Counterfeiting	0	0
: Criminal Mischief	10	10
: Criminal Trespass	5	5
: Cruelty to Animals	0	0
: Curfew Violation	5	5
: Discharge Firearm	1	1
: Disorderly Conduct	3	3
: Dog at Large	17	17
: Dog Bite	1	1
DUI : DUI Driver	7	7
: Duplicate Call	1	1
: Escape	0	0
: Family Disturbance	16	16
: Fight	0	0
FIRE : Fire or Smoke	19	19
: Fireworks	0	0
: Forgery	0	0
: Found Property	10	10
: Fraud	7	7
: Harassment	4	4
: Hit & Run	1	1

Code : Description	Totals	
: Identity Theft	1	1
: Indecent Exposure	0	0
: Insecure Premises	2	2
: Intoxicated Pedestrian	1	1
: Kidnapping	0	0
: Littering	0	0
: Loitering	1	1
: Lost or Stray Animal	9	9
: Lost Property	3	3
: Mental Health	0	0
: Missing Person	2	2
: Noise Complaint	1	1
: Open Container	0	0
: Order of Protection Violation	0	0
: Parking Complaint	14	14
: Possession of Alcohol	0	0
: Possession of Drugs	2	2
: Possession of Tobacco	1	1
: Privacy in Communications	1	1
: Prowler	0	0
: Public Assist	62	62

Code : Description	Totals	
: Public Safety Complaint	7	7
: Public Works Call	18	18
: Report Not Needed	9	9
: Robbery	0	0
: Runaway Juvenile	5	5
: Sexual Assault	1	1
: Suicide	1	1
: Suicide - Attempt	3	3
: Suicide - Threat	4	4
: Suspicious Activity	58	58
: Suspicious Person	12	12
: Theft	68	68
: Threats	3	3
: Tow Call	0	0
: Traffic Accident	21	21
: Traffic Hazard	4	4
: Traffic Incident	21	21
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	82	82
: Unattended Death	2	2

Code : Description	Totals	
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	0	0
: Warrant	9	9
: Welfare Check	16	16
Totals	791	791

File Attachments for Item:

10. Tree Board Minutes of March 7, 2024.

Laurel Tree Board Meeting
Minutes
3-7-24
Council Conference room

Attendance: Walt Widdis, Paul Kober, Tom Canape, Matt Wheeler, Michelle Mize, Phyllis Bromgard, Lynn Peterson, Dan Fevold and LuAnne by phone.

1. Public Input
2. General Items.
 - a. February minutes
 - b. Arbor Day – Tuesday, May 7, Kiwanis Park (noon) “ Beauty and Opportunity” Quinn Butler, School of Life.
 - c. Fundraising –We need about \$1500 more. Paul said the Rotary and Cenex are both on board. Lions might not contribute this year. Tom Canape said he would talk to Yellowstone Bank. Albertsons, Rod and Gun will also be contacted. Tom will talk to them.
 - d. Trees –Sylvan Nursery can get us 3 Sienna Maples for \$510/ea with 1.75” caliper. They will plant the tree and provide the soil and stakes. There won’t be a guarantee.
 - e. Vendors – LuAnne has 6 vendors so far. NOAA, Bees, Weeds, FWP (fish), DNRC, Bright n Beautiful. It was suggested to call Cathy Haight at Wild Birds Unlimited. LuAnne will call her.
 - f. Shirts – Dynamic can print full color for \$10.60 plus \$3 for XX and \$4 for XXX. For 48 shirts it would cost \$500. We are using orange shirts. There isn’t a place for a banner so the only advertising will be on the shirts and the program. LuAnne is collecting sizes.
 - g. Food – SOW has agreed to serve sloppy joes again. They have a utility trailer to serve out of. Baptist church has one. Students – 114, Homeschool 10, Christian schools 25 Adults 33
 - h. Fireman and American Legion – Done by Michelle
 - i. Program – Lynn Speaker, MC - Walt? LuAnne printing and Laurel Outlook
 - j. Tents – we have two square tents....if the weather is rough we may need a bigger one.
 - k. Bathrooms, tables and chairs, stage trailer and power – Matt Wheeler

Old Business

1. City ordinance – Michelle Braukmann (city Attorney) will continue to review the city ordinance regarding liability to the city on trees on boulevards.
2. Library trees: Dan is checking on them and they both are doing OK
3. Grants for the future
4. MUCFA – Still not a member, but their convention is in March. Hopefully we can find out more about that.

Meeting Adjourned

Next Meeting: Thursday, April 4, 2024 4:30 Council Conference Room (unless otherwise advised)

File Attachments for Item:

11. Appointment of Bryce McMurrey to the Laurel Volunteer Fire Department.



LAUREL FIRE DEPARTMENT

215 West 1st Street • Laurel, Mt • 59044 • Office 406.628.4911 • Fax 406.628.2185

March 25, 2024

Brittney,

Please move forward with putting the following elected fire fighter in front of the Mayor and City Council.

- **Bryce McMurrey**

JW Hopper

Fire Chief

Laurel Volunteer Fire Department

(O) 406-628-4911

(C) 406-860-0782

jwhopper@laurel.mt.gov



File Attachments for Item:

12. Appointment of Steve Hurd to the Police Commission for a three-year term ending April 30, 2027.

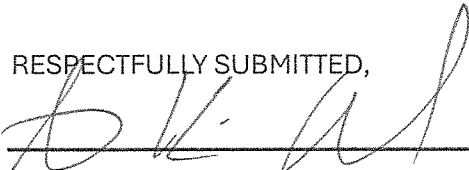
MARCH 13, 2024

TO: MAYOR DAVE WAGGONER

FROM: STEVEN K. HURD

DEAR MR. MAYOR, I WOULD LIKE TO CONVEY MY INTEREST IN CONTINUING TO SERVE THE CITY OF LAUREL IN THE CAPACITY OF POLICE COMMISSIONER. I WOULD LIKE TO BE REAPPOINTED TO THIS POSITION FOR ANOTHER TERM.

RESPECTFULLY SUBMITTED,



STEVEN K. HURD

1704 DUVAL DRIVE

LAUREL, MT 59044

406-702-3880

File Attachments for Item:

13. Resolution No. R24-22: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

RESOLUTION NO. R24-22

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH TRUE NORTH CONTRACTING.

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 True North Contracting, 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 True North Contracting on behalf of the City.

Introduced at a regular meeting of the City Council on the 9th day of April, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 9th day of April, 2024.

APPROVED by the Mayor the 9th day of April, 2024.

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 9th day of April, 2024, 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 True North, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way, Billings, Montana 59101, 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 March 19, 2024, 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 eight thousand one hundred eighty-seven dollars and no cents (\$8,187.00) 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 9th DAY OF MARCH 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

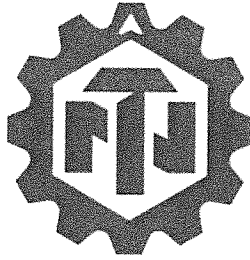
True North

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

9431 Anglers Way
 Billings Mt 59101
 jb.tnc@outlook.com
 406-850-8745



PROPOSAL

Date Estimate #
 3/19/2024 11-48

TRUE NORTH CONTRACTING

City Of Laurel
 P.O. Box 10
 Laurel, MT
 59044

Various Locations

Description	Total
1322 Beartooth	1,948.00
Patch 368 sq ft of 3" thick asphalt	
1304 Beartooth	1,260.00
Patch 196 sq ft of 3" thick asphalt	
603 W 13th	904.00
Patched 107 sq ft of 3" thick asphalt in 2 holes with 3" thick asphalt	
603 W 13th Pour 5 LF of curb	800.00
Main St	3,275.00
Patch 357 sq ft of 6" thick asphalt with 6" thick type "S" state mix	
<p><i>H2O Breaks over Water</i></p>	
1. Bid does not include price for bond or traffic control.	Total \$8,187.00
2. The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party.	ACCEPTANCE OF PROPOSAL _____ DATE OF ACCEPTANCE _____
3. Thank you for the opportunity to earn your business	

Small Service Agreement Thanks Matt

File Attachments for Item:

14. Resolution No. R24-23: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With River Ridge Landscaping, Co.

RESOLUTION NO. R24-23

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH RIVER RIDGE LANDSCAPING, CO.

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 River Ridge Landscaping Co. (hereinafter “River Ridge”), 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 River Ridge on behalf of the City.

Introduced at a regular meeting of the City Council on the 9th day of April, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 9th day of April, 2024.

APPROVED by the Mayor the 9th day of April, 2024.

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 9th day of April, 2024, 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 River Ridge Landscaping Co, a contractor licensed to conduct business in the State of Montana, whose address is 3223 River Road, 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 February 12, 2024, 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 fifteen thousand five hundred dollars and no cents (\$15,500.00) 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 9th DAY OF MARCH 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

River Ridge Landscaping

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



Date: February 12, 2024

From: Steve Lehenbauer
River Ridge Landscape Company

To: City of Laurel

Re: Thompson Park Tennis Court restoration

Here is our bid for the Thompson Park Tennis Court restoration in Laurel, Montana. Our price includes installing irrigation to cover the newly graded and seeded area that the old tennis courts occupied. Approximately 22,500 sf. We will install new irrigation zones with Hunter heads to cover this area. The new irrigation will be spliced into the existing park irrigation. New control valves will be controlled by existing irrigation controller.

We will also final grade and seed the area.

Total for Irrigation System: \$12,500.00

Final grade and drill seeding: \$3,000.00

Total: \$15,500.00

Please let me know if I can answer any further questions.

Sincerely,

Steve Lehenbauer
steve@riverridgelandscap.com
406-628-7317

File Attachments for Item:

15. Resolution No. R24-24: Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Puritan Commercial Cleaning & Services.

RESOLUTION NO. R24-24

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH PURITAN COMMERCIAL CLEANING & 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 Puritan Commercial Cleaning & Services (hereinafter “Puritan”), 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 Puritan on behalf of the City.

Introduced at a regular meeting of the City Council on the 9th day of April, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 9th day of April, 2024.

APPROVED by the Mayor the 9th day of April, 2024.

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 9th day of April, 2024, 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 Puritan Commercial Cleaning & Services, a contractor licensed to conduct business in the State of Montana, whose address is P.O. Box 4012 Missoula, MT 59806, 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 March 22, 2024, 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 one thousand eight hundred seventy-five dollars and no cents (\$1,875.00) monthly 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 9th DAY OF APRIL 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Puritan Commercial Cleaning & Services

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

PROPOSAL

City of Laurel

115 W 1st St, Laurel, MT 59044

Prepared For:
Kelly Strecker
City of Laurel

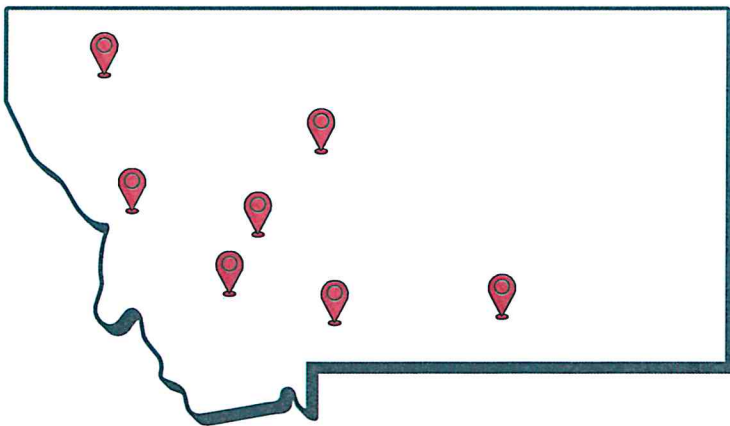
Prepared By:
Barb Christopherson
Puritan Commercial Cleaning

03 / 22 / 2024

ABOUT US

We are truly passionate about the work we do and are fully committed to delivering total customer satisfaction. You can count on us to take excellent care of all your cleaning requirements. For us, nothing provides us with a better sense of fulfillment than knowing that the client is thoroughly pleased with the cleaning solutions we rendered. We believe that the best and only business model to follow is one that puts our customers' needs ahead of our own business interests.

SERVING ALL OF MONTANA & BEYOND



✓ COMPANY FACTS

40+
YEARS IN BUSINESS

200+
EMPLOYEES

250+
CUSTOMERS SERVED

✓ OUR VALUES

CARE FOR PEOPLE

PROVIDE EXCELLENT SERVICE

INNOVATE CONTINUOUSLY

BE HUMBLE



OVERVIEW OF SERVICES

Our customers have a variety of facility needs related to their janitorial services. While the routine cleaning services are the foundation of any janitorial program, other tasks are required to make sure your building stays consistently clean and well cared for. Puritan Cleaning offers a full range of services to make facility upkeep easier for you.

Services We Offer

- Daily Janitorial Services
- Day Porter
- Disinfection
- Carpet Cleaning
- Hard Floor Care
- Upholstery Cleaning
- Window Washing
- Restroom Products and Supplies
- Landscaping
- Snow Removal

Industries We Serve

- Commercial Offices
- Manufacturing & Industrial Facilities
- Warehouse & Distribution
- Public & Private Schools
- Financial Institutions
- Public Venues
- Medical Offices & Surgery Centers

A Few of Our Current Customers:



"Puritan has been incredibly responsive to our changing needs. You bring something to their attention, and it is addressed. You don't have to check up on them you can rest assured that it is done."

-- Hospital Facilities Manager



ARE WE THE RIGHT FIT?

Some janitorial companies may be too small to adequately meet your facility needs. However, others are so large you rightly wonder if you will get the individual attention you expect. At Puritan Cleaning, we are big enough to meet ALL your facility needs but small enough to deliver an individualized service that leaves you feeling cared for.

Big Enough to Meet All Your Needs

Facilities like yours have a variety of complex needs. You expect your janitorial contractor to have a smooth startup, offer additional services, adapt to changing building needs, and more. Puritan ensures your needs are met because we have the following:

- Large staff to meet cleaning demand
- Financial resources to ensure smooth startup
- Expertise to handle a variety of service requests
- Established processes to predict consistency
- Experienced leadership to ensure success

Small Enough To Deliver Personalized Service

There are many advantages to working with a smaller, local company. Greater customer attention, quicker response times, personalized service, and much more. Puritan can offer this personalized service because of the following:

- Locally owned and operated
- Commitment to hiring local people
- Radical care for our team members
- A local reputation we care deeply about

"It is my pleasure to recommend Puritan Commercial Cleaning for your commercial cleaning and landscaping needs. They currently manage 23 branch locations and provide janitorial and landscaping services. They are a professional company that provides quality services and are proactive in handling day to day issues with quick response times in emergencies."

-- Steven, Senior Property Manager

Happy Cleaners, Consistent Service.

The Harvard Business Review published a paper demonstrating that happy, thriving employees tend to create loyal customers. Cleaners who love their job and work environment will perform at a higher level, be more consistent, and impress customers at a much greater rate. At Puritan, we firmly believe the truth of this reality, and our results prove this. Our radical commitment to value driven employee care helps us retain better employees longer. Here are a few measures we take to ensure these outcomes:

Values Driven Foundation

1

At Puritan Commercial Cleaning, we don't just view our cleaners as employees, they are family. This value runs through our entire operation. When people are valued in this way, they work harder, perform better, and stay longer.

Hiring for Fit

2

Forty years of experience has shown us that the right hiring decisions make all the difference. Our cleaners must possess the following: positive attitude, reliability, trustworthiness, and a desire and ability to perform the work.

Onboarding and Training

3

The first 30 days of employment will determine success or failure. As such, all new hires go through orientation, safety training, cleaning training, and on-the-job training. We deliver a qualified staff that produces an excellent result.

Management that Cares

4

Employees go to work for companies, but they leave managers. Without a strong management team that cares, quality will suffer. A central focus at Puritan is radical care for our team, and we preach this message often.

"The comparison between Puritan and our last cleaners is so drastic that we are still raving about it on a daily basis in our office. We are so ecstatic to have a company that cares so much about us, our patients and the cleanliness of our medical establishment."

-- Medical Office Manager

MISTAKES HAPPEN.

WHAT MATTERS IS HOW YOU RESOLVE THEM.

Cleaning companies make a lot of promises about how great their service is and how happy you, the customer, will be. But if we are being honest, this doesn't always happen. At Puritan Commercial Cleaning, we realize we aren't perfect. We will mess up. We will make mistakes. We will do something that frustrates a customer. However, we believe our response to those mistakes is what matters more.

MISTAKE

Perhaps an area got missed, a trash can wasn't emptied, or toilet paper wasn't replaced. We are notified by the customer.

IMMEDIATE RESPONSE

Every issue should be handled as quickly as possible. Within twenty-four hours the manager should have met with the team and fixed the issue.

FOLLOW UP

After the issue is resolved, follow up is made to the customer. Verification of completion and other details are shared.

PLAN TO IMPROVE

To prevent recurring issues that could become a source of frustration, a plan to prevent future issues is put in place.

THE STARTUP PLAN

Ensuring a Smooth Transition

Switching janitorial contractors brings with it a certain number of unknowns and risks. One question frequently raised is whether the startup process will be smooth or if it will produce headaches, problems, and regret. Puritan Commercial Cleaning understands these fears and has a startup plan specifically designed to alleviate those concerns.

The Challenge

Inadequate Staff

Understaffed startups can leave you with poor cleaning results. Starting up a new accounts requires extra labor to ensure the first few days are a success.

Lack of Preparation

Accounts often fail to get started well because the contractor hasn't done their homework. They don't understand the client's needs and the details of the facility.

Missed Service

Being understaffed and not adequately prepared during the first week of startup can result in multiple areas being missed. This leads to complaints and frustration.

Influx of Complaints

One of the greatest fears you have is multiple people within your facility being very unhappy with the new cleaning service. Bad services reflects poorly on you.

The Solution

Overstaffing Every Startup

At Puritan, we start every new account with an all-hands-on-deck approach. If possible, we overstaff during the first week to limit the risk of inadequate manpower.

A Detailed Game Plan

Before we begin work, we gather every shred of detail possible. With this information we build a startup document so even the small things don't get missed.

A Plan for Consistency

When Puritan starts a new account, we come prepared on day one. With a detailed plan and employee assignments, the first night should be a good first impression.

Proactive Prevention

To limit complaints, you must actively work prevent them. Plans, inspections, and customer feedback loops all work together to make your building occupants happy.

A Plan for Consistent, Reliable Service

When you hire a janitorial company, you want consistent, reliable service. But this doesn't happen by accident. Getting the end result you desire requires planning, structure, intentionality, and execution. At Puritan, we have an operations plan that helps ensure our customers get the outcome they expect. You want peace of mind that your building is clean and cared for. Here is our plan to make that happen.



Detailed Cleaner Instructions

- Each cleaner trained using a standardized process to ensure consistency
- Custom scope of work and detailed cleaning schedule created for each customer
- Routine, ongoing training topics covered monthly

Inspections and Quality Checks

- Managers perform routine inspections
- Inspection results made available to customer
- Results communicated with cleaners
- Praise and feedback given to cleaners



Customer Feedback

- Regular in-person meetings with customer
- Assess condition of the cleaning program
- Identify areas needing improvement
- Follow up with operations to make adjustments

"I can say with confidence that we have been very pleased with both the quality of the cleaning and the responsiveness of the onsite supervisor and the friendliness of the employees."

-- Ryan, HR Supervisor

Statement of Work

	Daily	Weekly	Monthly
Common Areas, Offices, and Conference Rooms			
Clean glass on entry doors inside and out	D		
Clean and sanitize all door handles and light switches	D		
Clean and sanitize all exposed desks (Police Only), counters, and tables	D		
Spot-clean all vertical surfaces including walls, desks, and file cabinets	D		
Spot-clean all relight windows	D		
Empty all trash receptacles, replacing any torn or soiled liners. Remove trash and cardboard from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Empty all recycle bins as needed and remove to designated location	D		
Vacuum all traffic areas	D		
Mop all hard floors with neutral cleaner	D		
Straighten chairs and turn off lights	D		
Dust all horizontal surfaces, including desktop items, picture frames, window sills and ledges, shelves, and base of chairs		W	
Detail vacuum all carpeting, including under chairs and desks		W	
Dust all blinds			M
Dust all baseboards and lower ledges			M
Dust ceiling vents			M

	Daily	Weekly	Monthly
Break Room			
Clean and sanitize all counters, tables, and sink	D		
Spot-clean all vertical surfaces including walls and fronts of cabinets and drawers	D		
Spot clean all chairs	D		
Clean exterior of all appliances including refrigerators and microwaves	D		
Empty all trash receptacles, replacing any torn or soiled liners. Remove trash and cardboard from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Empty all recycle bins as needed and remove to designated location.	D		
Mop floor with disinfectant	D		
Restrooms			
Clean and sanitize all fixtures including sinks, toilets, urinals, mirrors, and dispensers with disinfectant	D		
Clean and sanitize all door handles and light switches	D		
Spot-clean vertical surfaces including walls and restroom stalls with disinfectant	D		
Refill all dispensers including toilet paper, paper towels, soaps, and toilet seat covers	D		
Empty all trash receptacles, including feminine waste, replacing any torn or soiled liners. Remove trash from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Mop floor with disinfectant	D		
Remove any hard water stains from sinks and fixtures as needed		W	
Dust all horizontal surfaces including window sills, artwork, ledges, and lights		W	
Dust ceiling vents			M
Replace all odor-control units as needed including air fresheners, urinal screens, and urinal mats where applicable			M

Proposal

We propose to furnish all materials and perform all labor necessary to complete the work outlined in the above Statement of Work. All work is to be completed in a professional manner equal to or better than standard practice at the following rates:

Custodial Service Proposal	Frequency/Week	Price per month
City Hall	3	\$1,125.00
Police/Fire	3	\$500.00
3x/Week Service Monthly Total		\$1,625.00

Custodial Service Proposal	Frequency/Week	Price per month
City Hall	5	\$1,775.00
Police/Fire	5	\$750.00
5x/Week Service Monthly Total		\$2,525.00

All work is pre-billed and is due upon invoicing at Net 10. A monthly 1.5% finance charge will be applied to any payment not received by the 30th of each month. The terms and conditions of this Agreement shall remain in full force and effect unless modified by mutual agreement in writing between the parties. A 30-day notice may alter this agreement for change or deletion of services by either party.

Acceptance

Your signature below indicates acceptance of this proposal. See our [Terms of Service](#).

Kelly Strecker, City of Laurel

Barb Christopherson, Puritan Commercial Cleaning

Barb Christopherson

03 / 22 / 2024



File Attachments for Item:

16. Resolution No. R24-25: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.

RESOLUTION NO. R24-25

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH ACE ELECTRIC, INC.

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 Ace Electric, Inc. (hereinafter “Ace”), 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 Ace on behalf of the City.

Introduced at a regular meeting of the City Council on the 9th day of April, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 9th day of April, 2024.

APPROVED by the Mayor the 9th day of April, 2024.

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 9th day of April, 2024, 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 Ace Electric, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 808 West Main Street (P.O. Box 520), 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 March 21, 2024, 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 twenty-seven thousand eight hundred thirty dollars and no cents (\$27,830.00) 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 9th DAY OF APRIL 2024.

CITY OF LAUREL

CONTRACTOR

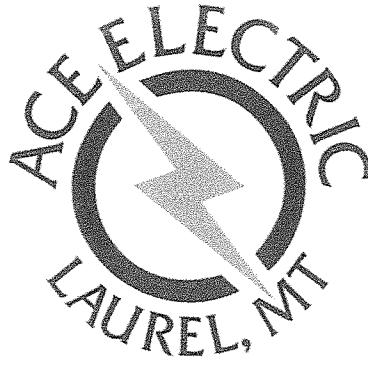
Dave Waggoner, Mayor

Ace Electric, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



To: CITY OF LAUREL
Attention: WATER TREATMENT PLANT
Reference: BACKWASH VFD
Date: 03/21/2024
Proposal#: 5658

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT FOR A COMPLETE WORK INSTALLATION TO:

Supply and install new 75hp VFD for backwash pump #1 to replace existing soft starter.
Relocate existing VFD on same wall and removal of electric heater to make room for new VFD.
Includes conduit, conductor and commissioning required.
Total Proposed Price: \$14,315

Supply and install new 75hp VFD for backwash pump #2 to replace existing soft starter.
Total Proposed Price: \$13,515

Total Proposed Price for both VFD's: \$27,830

EXCLUDED:
GRT Tax 1%

1. THIS PROPOSAL IS FIRM FOR 30 DAYS
2. INSTALLATION IS GUARANTEED FOR ONE YEAR

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature

Date

Travis Tabbert | Ace Electric, Inc
808 W Main Street | P.O. Box 520 | Laurel, MT 59044
Office: 406-628-8886 | Cell: 406-850-0612 | ttabbert@aceelectricmt.com