



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, AUGUST 12, 2025
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 July 22, 2025.

Correspondence

2. Fire Monthly Report - July 2025

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 August 1, 2025.
4. Approval of Payroll Register for PPE 7/20/2025 totaling \$265,966.53.
5. Approval of Payroll Register for PPE 8/3/2025 totaling \$275,873.71.
6. Council Workshop Minutes of August 5, 2025.

Ceremonial Calendar

Reports of Boards and Commissions

7. Budget/Finance Committee Minutes of July 22, 2025.
8. Laurel Urban Renewal Agency Minutes of July 28, 2025.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience

Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

- [9.](#) Appointment of Aidan Johnson to the Laurel Emergency Medical Service.
- [10.](#) Appointment of Paul Thomae to the City/County Planning Board for a two-year term ending June 30, 2027.
- [11.](#) Resolution No. R25-51: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Airport Authority.
- [12.](#) Resolution No. R25-52: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 7.
- [13.](#) Resolution No. R25-53: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.
- [14.](#) Resolution No. R25-54: A Resolution Of The City Council Accepting The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Completion Of The Southside Paving Project By Knife River – Billings.
- [15.](#) Resolution No. R25-55: A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2024-2025 Budget.
- [16.](#) Resolution No. R25-56: A Resolution Of The City Council Authorizing The Mayor To Execute Task Order No. 5 And All Related Documents For The Bernhardt Ditch Improvements By And Between The City Of Laurel And Triple Tree Engineering, Inc.
- [17.](#) Resolution No. R25-57: Resolution Of City Council Approving Final Annexation Of Property Legally Described As The Amended Plat Of Lots 1 & 2 Of Nutting Brothers Subdivision, Second Filing, Lot 1a, Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Zoning Designation Upon Annexation Of The Property

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 July 22, 2025.

MINUTES OF THE CITY COUNCIL OF LAUREL

July 22, 2025

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 6:30 p.m. on July 22, 2025.

COUNCIL MEMBERS PRESENT:	Thomas Canape Michelle Mize Casey Wheeler Richard Klose	Jessica Banks Irv Wilke Jodi Mackay
COUNCIL MEMBERS ABSENT:	Heidi Sparks	
OTHER STAFF PRESENT:	Brittney Harakal, Administrative Assistant Kelly Strecker, Clerk/Treasurer Kurt Markegard, CAO Kelly Gauslow, Accounts Payable JW Hopper, Fire Chief Shane Willis, Battalion Chief	

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 July 8, 2025, as presented, **seconded** by Council Member Mize. There was no public comment or Council discussion. A vote **was taken** on the motion. All seven Council Members present voted aye. Motion carried 7-0.

CORRESPONDENCE:

- Beartooth RC&D July 2025
- Fire Monthly Report - June 30, 2025.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

- Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code.

Mayor Waggoner opened the public hearing and asked Staff to present the item.

Mayor **Waggoner** opened the floor for public comment and stated that copies of the rules governing the **public hearing** were posted in the Council chambers.

The Chief Administrative Officer stated that this ordinance is merging the Tree and Park Board.

Mayor Waggoner asked three (3) times if there were any proponents. There were none.

Mayor Waggoner asked three (3) times if there were any opponents. There were none.

Mayor Waggoner stated that he would not have Staff respond to questions as there were none.

CONSENT ITEMS:

- **Claims entered through July 18, 2025.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of June 2025.**
- **Approval of Payroll Register for PPE 7/6/2025 totaling \$313,250.22.**

DRAFT

- **Council Workshop Minutes of July 1, 2025.**
- **Council Workshop Minutes of July 15, 2025.**

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 seven Council Members present voted aye. Motion carried 7-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of July 8, 2025.
- Park Board Minutes of May 1, 2025.
- Park Board Minutes of June 5, 2025.
- Laurel Urban Renewal Agency Minutes of January 6, 2025.
- Laurel Urban Renewal Agency Minutes of January 21, 2025.
- Laurel Urban Renewal Agency Minutes of February 3, 2025.
- Laurel Urban Renewal Agency Minutes of March 17, 2025.
- Laurel Urban Renewal Agency Minutes of March 24, 2025.
- Laurel Urban Renewal Agency Minutes of April 7, 2025.
- Laurel Urban Renewal Agency Minutes of April 28, 2025.
- Laurel Urban Renewal Agency Minutes of May 27, 2025.
- Laurel Urban Renewal Agency Minutes of June 9, 2025.
- Laurel Urban Renewal Agency Minutes of June 23, 2025.
- Cemetery Committee Minutes of May 20, 2025.
- Public Works Committee Minutes of June 16, 2025.
- Park Board Minutes of July 3, 2025.
- Laurel Urban Renewal Agency Minutes of July 14, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of David Gauslow to the Cemetery Commission for a two-year term ending June 30, 2027.**

Motion by Council Member Canape to approve the Mayor's appointment of David Gauslow to the Cemetery Commission for a two-year term ending June 30, 2027, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Ordinance No. O25-01: An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code. (Second Reading)**

Motion by Council Member Mize to adopt Ordinance No. O25-01, seconded by Council Member Canape. There was no public comment or Council discussion. A roll call vote was taken on the motion. Council Members Banks, Wilke, Mackay, Klose, Wheeler, Mize, and Canape voted aye. Motion carried 7-0.

- **Resolution No. R25-50: A Resolution Of The City Council Authorizing The Mayor To Apply For A Loan On Behalf Of The City Of Laurel For Payment Towards The Purchase Of A Fire Truck.**

Motion by Council Member Mackay to approve Resolution No. R25-50, seconded by Council Member Wilke.

DRAFT

See the attached memo from the Chief Administrative Officer and Clerk/Treasurer outlining the financial options for the City regarding the loan for the fire truck. The truck is finished, and firemen are going down next week for the final inspection. The loan through Yellowstone Bank does give the option to pay off the loan early with no penalty. The State legislature convenes every two years. During these years' sessions, changes were made to the property tax; however, it is not yet clear how these changes will impact the City. The recommendation is to hold onto as many reserves as possible and take out the higher loan amount.

Council questioned whether Yellowstone Bank would match the interest rate offered by the InterCap program. It was clarified that Yellowstone Bank will match the annual interest rate of the InterCap program.

Council questioned why this item was not Workshopped prior to being brought forward to a vote. It was clarified that there were many moving parts. The Finance Office needed to balance out June to be able to utilize the higher revenue amount in calculating the maximum loan payment amount for the General Fund. The City received the loan terms at the end of last week. The truck will be done next week. July is a five-Tuesday month; the next available Workshop is August 5th. That holds this payment up by three weeks. The other option would be to present the information this evening and call a special meeting later this week for a vote. Council was reminded that they did vote to approve the purchase of the fire truck last June by a vote of 7-0. The City is obligated to pay for the truck. The brush truck will be paid off within the next five years, and the City will be able to use those funds for additional things in the future. Council was reminded that the City needs to utilize the CIP and identify how the City will be paying for large purchases prior to agreeing to a contract. In the future, Staff will need to explore grants, donations, and other funding sources to support large purchases.

There was no public comment or Council discussion. A roll call vote was taken on the motion. Council Members Banks, Wilke, Mize, Klose, Wheeler, Mize, Canape voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION: None.

MAYOR UPDATES:

There will be a bid opening next Wednesday at 9:00 a.m. in the Council Conference Room for the Southside Paving Project.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Banks to adjourn the Council meeting, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 7:13 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 12th day of August 2025.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer



Fire Truck Purchase/ Loan Report

TO: Mayor Waggoner
FROM: Kurt Markegard, CAO
Kelly Strecker, City Clerk Treasurer
DATE: July 22, 2025

DESCRIPTION OF REQUEST

The Fire Department requested the purchase of a new fire truck in 2024. The City Council authorized the purchase of the fire truck and awarded the bid for delivery of the new truck in 2025.

Financial Impact of this request

The State of Montana allows political subdivisions of the state to borrow money for purchases when they do not have the cash reserves to fund such purchases. The State set standards on how much debt a municipality may incur to make sure the municipality does not borrow more money than they can pay back. The restrictions are put in place for the financial health of the city and to provide guidance to local elected leaders. The debt limit laws are the same for every city in Montana and this limit is entirely based on our past financial reports. If the city had the ability to pay for a million-dollar fire truck this report would look entirely different. Today, the city has adequate cash reserve to make the purchase but would jeopardize the rest of the general fund. The reserve account is where the city holds the money for the payroll of the Police, Fire, EMS, Parks, Cemetery and City Shop employees. This reserve account also is drawn down every month for purchases from those departments. The reserve balance is high when we receive the tax collections and then starts to decline every month until the next infusion of tax revenue. Tax revenue comes in every month but only twice a year do we receive most of the tax revenue. The reserve account is our checking account. What the total balance is today will change with the next payroll or the next purchases claim cycle. Removing one million dollars from our checking account would put the city at risk of meeting our obligations with the employees in the general fund for their paychecks as well as general fund expenditures.

STAFF FINDINGS

The City Clerk/Treasurer and I have investigated loans with State of Montana and Yellowstone Bank to fund the purchase of the new fire truck. We have worked with the State of Montana and our auditors to understand our debt limits and realized that our maximum debt service limit for 2025 is \$86,559.00. This figure is the annual payments on any combined loans. The city already has a current loan for another fire truck with a debt balance in August of this year at \$143,266.70 and an annual payment of \$32,361.00. If you subtract the current loan payment from the max annual loan payments allowed by state law, you end up with \$54,198 that could be used to take on additional debt of \$558,896.00. If the city would take out a loan for \$550,000.00 and add the current loan debt of \$143,266.70, the city general fund will be in debt of \$693,266.70. The current interest rate is 5% and with both loans the interest payments will exceed \$450,000.00 if the interest rate is locked at 5%. These loans have and will have a variable interest rate so the total interest payments could change.

It is our recommendation that the city should take out a new loan with Yellowstone Bank in the amount of \$550,000.00 with a maximum annual loan payment of \$54,000.00. Both loans have no advance payment penalties so the city could decide in the future to pay off the loans and thus reduce the interest payment obligations. The rest of the obligation for the fire truck would come from the Capital Improvement Reserve account of \$ 427,883.00 and the general fund reserve account of \$80,360.00.

City of Laurel
Borrowing Limit Calculation

Purpose: The City wants to borrow funds to buy a firetruck. This will be an installment purchase through Yellowstone Bank (as opposed to a general obligation debt).

MCA-7-7-4104 (3) states: An obligation may be issued only if:

(a) the principal amount of the obligation does not exceed 10% of the general fund budget of the municipality in each of the two immediately preceding fiscal years.

General fund budget FY24	<u>\$ 5,588,956</u>
10%	<u>\$ 558,896</u>

Based on this requirement:
 New debt limited to \$558,896

General fund budget FY25	<u>\$ 6,185,452</u>
10%	<u>\$ 618,545</u>

(b) at the time the obligation is to be incurred, the debt services in the current or in any future fiscal year on the obligation and any other outstanding obligation issued pursuant to the section do not exceed 2% of the revenue deposited in the general fund of the municipality in each of the two immediately preceding fiscal years.

General fund deposits FY24	<u>\$ 4,327,941</u>
2%	<u>\$ 86,559</u>

Based on this requirement:
 New debt limited to \$558,896

General fund deposits FY25	<u>\$ 4,811,530</u>
2%	<u>\$ 96,231</u>

FY 25 Govt Debt Service	32,361
	\$ 86,559
	<u>(32,361)</u>
	\$ 54,198

Does not include Enterprise Debt

Based on this requirement:
 New debt service limited to
 Approximately \$54,000 (annually).

(c) the term of the obligation does not exceed 20 years.

File Attachments for Item:

2. Fire Monthly Report - July 2025



Laurel Fire Department

For the Month of:

July

Call Type	Number of Calls	Number of Hours
Structure Fire	2	
Wildland Fire	11	
Extrication	11	
Other Rescue	1	
Alarm	3	
Public Assist	2	
Medical Assist.	9	
Other Calls	15	
Severity Staffing	8	
Total	62	969
Other Activities	Training for July	239.5
Total Hours for the Month		1208.5

Announcements:

Motor Vehicle Crashes up.

Several calls related to home owners putting fireworks in trash cans.

Rope rescue training and swift water training.

DEFINITIONS

Structure Firefighting

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings. We carry out all levels of Structure Firefighting, including entry and attack, ventilation, salvage, overhaul, and investigations.

Wildland Firefighting

Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire, etc..

Extrications

Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches, etc..

Other Rescues

Rope Rescue, Water Rescue, Ice Rescue.

Alarms

Respond to any false alarms or malfunctions.

Other Calls

EMS assist, industrial or aircraft firefighting, vehicle fires, hazmat, spills, public safety, investigations, gas leaks, carbon monoxide problems, etc..

Severity Staffing- Montana DNRC pays up to 8 firefighters to staff the station each day and respond as a Task Force to wildland fires within Yellowstone, Stillwater and Carbon Counties, as and when needed. They can also be called up to respond to fires anywhere in the Southern Zone areas. The 2 State-owned type 5 wildland engines assigned to Laurel are the ones primarily used for these calls. This has proven to be beneficial to Laurel as a means for a quick response to all incidents.

File Attachments for Item:

6. Council Workshop Minutes of August 5, 2025.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 05, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on July 15, 2025.

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 type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Michele Braukmann, Civil Attorney
Kelly Strecker, Clerk/Treasurer
Kurt Markegard, CAO
JW Hopper, Fire Chief
Travis Nagel, Assistant Fire Chief

Public Input:

There were none.

General Items

1. Appointment of Paul Thomae to the City/County Planning Board for a two-year term ending June 30, 2027.

Mr. Thomae introduced himself to the Council. He has lived in Laurel for close to 50 years. He owned a business for 25 years. He is interested in serving on this board.

Executive Review

2. **Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Airport Authority.

The Fire Chief stated that there was no increase to either contract. Laurel Airport Authority had no calls last year, and so far, no calls this year. Fire District No. 7 has only been bringing in \$140,000 annually because it did not have a full board to approve a higher amount. They have a new board and will be able to pay the full amount.

The Fire Chief has been in discussions with Molt and various Fire Districts to work on merging them.

The new fire truck will be here Thursday morning. There will be an in-depth training, as it is a foot wider than any of the current trucks.

3. **Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 7.

Discussed with the previous agenda item.

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

This small service contract is for a paving project at the Cemetery. This project involves filling potholes and overlaying approximately a block. This project has been budgeted and will be paid out of the perpetual fund.

5. **Public Works:** Resolution - A Resolution Of The City Council Accepting The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Completion Of The Southside Paving Project By Knife River – Billings.

The project is to provide an overlay on S. 5th Street, S. 1st Avenue, Maple Avenue, and Woodland Avenues. This is not a complete rebuild of these streets, but will be paved curb to curb to reduce the dust on the Southside. Knife River was the lowest qualified bidder. This project will be funded with the Gas Tax.

6. **Finance:** Resolution - A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2024-2025 Budget.

The Clerk/Treasurer reviewed the attached documents. There were no additional questions.

7. **Planning:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute Task Order No. 5 And All Related Documents For The Bernhardt Ditch Improvements By And Between The City Of Laurel And Triple Tree Engineering, Inc.

This Task Order is part of the overall LURA project that has been presented to the Council. This project covers the irrigation ditch off Bernhardt Road and includes landscaping. The work must be done in the fall/Winter when the ditch is not in use. CHS has agreed to allow for the ditch to be covered.

8. **Planning:** Resolution - Resolution Of City Council Approving Final Annexation Of Property Legally Described As The Amended Plat Of Lots 1 & 2 Of Nutting Brothers Subdivision, Second Filing, Lot 1a, Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Zoning Designation Upon Annexation Of The Property

The School District paved the road last week. They have also installed a sidewalk. They will be putting up the stop signs this week. To obtain SROs for this school, the school must be located in the City to establish jurisdiction. School starts in three weeks; this needs to be finalized.

It was questioned if the 4-way stop would be installed at E. Maryland and Alder Avenue before the start of school. It was clarified that those are the signs being installed.

Council Issues

9. Mayor: Discussion on Parking on W. 1st Street and E. 1st Street.

The Mayor has discussed with Staff and business owners on 1st Street. Would like to look at what diagonal parking would look like.

Council noted that when this came up a few years ago, it was said that the City could not do diagonal parking because of the emergency response vehicles and losing parking spots. It was clarified that part of the LURA project is to install a crosswalk. This should assist with getting people from the parking lot across the Street. It has been recommended that all striping in the TIF District be done at the same time to make the project most effective. SE 4th Street needs to be restriped.

Council noted that while they may be losing parking spaces, this could create the perception of having more parking. It will also provide ADA parking spots. Council commented that they would not like to see back in parking. It was clarified that anytime the City designates parking, it must provide a percentage of parking as ADA compliant. All emergency services would be involved in this conversation and ensure there are no concerns before proceeding.

Other Items

The CAO and Public Works Director announced that the City lost an employee last week due to illness. Mr. Clifton worked up until the last six weeks. When he ran out of sick leave, other employees donated their sick leave so that he would continue to receive full pay. Both asked to keep his family in your thoughts.

Attendance at Upcoming Council Meeting


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

Announcements

The Park Board's next meeting is Thursday at 5:30 p.m. in Council Chambers.

The Council workshop adjourned at 7:13 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.

CITY HALL

115 W. 1st St.

PUB WORKS: 628-4796

PWD FAX: 628-2241

WATER OFFICE: 628-7431

WTR FAX: 628-2289

MAYOR: 628-8456

City of Laurel

P.O. Box 10
Laurel, Montana 59044

Clerk Treasurer

DEPARTMENT

The City of Laurel needs to make budget amendments to ensure that its financial plan reflects actual revenues and expenditure throughout the fiscal year. These adjustments are necessary to account for unexpected changes such as increased costs, emergency spending, or shifts in project priorities. Budget amendments help maintain transparency, fiscal responsibility, and compliance with legal requirements, allowing the city to allocate resources more effectively and meet community needs as they evolve.

Respectfully Submitted,

CITY OF LAUREL

Kelly Strecker

EXHIBIT A

Budget Amendment Fiscal Year 2024-2025

Fund 2952 – Federal Equitable Sharing

Original Revenues	\$	0.00
Amended Revenues		<u>63,783.02</u>
Increase in Revenue:	\$	63,783.02
Original Appropriation		0.00
Amended Appropriation	\$	<u>52,445.08</u>
Increase in Appropriation:	\$	52,445.08

Per the Department of Justice Standard Operating Procedures, appropriations and revenues for the Federal Equitable Sharing Fund may not be budgeted using the fiscal year budgeting process. All appropriations and revenues must be budgeted after the end of the fiscal year, using the budget amendment process.

Fund 1000 – General Fund- Ambulance

Original Appropriation		1500.00
Amended Appropriation	\$	<u>1766.00</u>
Increase in Appropriation:	\$	266.00

Increase Appropriations, due to Ambulance staff reimbursing the city for the purchase of more uniform T-shirts.

Fund 2928 – Transit Grant

Original Appropriation	\$.00
Amended Appropriation	\$	<u>16,268.00</u>
Increase in Appropriation:	\$	16,268.00

Unanticipated Expenditure for Local Share payment, for the purchase of the Transit Van from 2020. The overage is funded by the cash reserve for the Transit Grand fund.

Fund 1000 – General Fund- Fire Department

Original Appropriation	\$ 55,000.00
Amended Appropriation	<u>\$ 67,500.00</u>
Increase in Appropriation:	\$ 12,500.00
Original Revenues	\$ 3,000.00
Amended Revenues	<u>\$ 12,500.00</u>
Increase in Revenue:	\$ 9,500.00

Increase Appropriations and Revenues, due to receiving a DNRC grant for the 2024 Volunteer Fire capacity for wildland clothing. This was a reimbursable grant.

Fund 2370 – Employer Contribution P.E.R.S

Original Appropriation	\$ 138308.00
Amended Appropriation	<u>\$ 143408.00</u>
Increase in Appropriation :	\$ 5,100.00

Unanticipated OT for the Ambulance Department. The overage is funded by the cash reserve for the Employer Contributions to P.E.R.S.

Fund 7850 – Airport Authority

Original Appropriation	\$ 31,609.00
Amended Appropriation	<u>\$ 32,021.00</u>
Increase in Appropriation:	\$ 412.00

Revenues for this fund were greater than anticipated so there were more transfers to the Airport Authority than budgeted.

Fund 7120 – Fire Disability

Original Appropriation	\$ 39,826.00
Amended Appropriation	<u>\$ 69,616.00</u>
Increase in Appropriation:	\$ 29,790.00

Revenues for this fund were greater than anticipated so there were more transfers to the Firemen's Relief Association than budgeted.

File Attachments for Item:

7. Budget/Finance Committee Minutes of July 22, 2025.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, July 22, 2025**

Members' Present: Richard Klose, Michelle Mize, Casey Wheeler

Others Present: Mayor Dave Waggoner, Kelly Strecker, Kelly Gauslow

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 July 8, 2025, Budget and Finance Committee meeting minutes. Michelle Mize moved to approve the minutes of July 8, 2025. Casey Wheeler seconded the motion. With no objection, the minutes of July 8, 2025, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. Matt Wheeler Public Works Director submitted a requisition for 110 yards of specialized wood chips for Kids Kingdom playground. The playground was inspected by the state, and they said that the wood chips need to be brought up to grade. The price of the wood chips is \$5,100.00.
3. Review and recommend approval to Council; claims entered through July 18, 2025. Casey Wheeler moved to approve the claims and check register for claims entered through July 18, 2025. Michelle Mize seconded the motion. With no objection, the claims and check register of July 18, 2025, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending July 6, 2025, totaling \$313,250.22. Casey Wheeler motioned to approve the payroll register for the pay period ending July 6, 2025, totaling \$313,250.22. Michelle Mize seconded the motion. With no objection, the payroll register for July 6, 2025, was approved. There was no public comment.
5. Review and approve June 2025 monthly financial statement. Michelle Mize moved to approve the June 2025 monthly financial statement. Casey Wheeler seconded the motion. With no objection, the June 2025 monthly financial statement was approved. There was no public comment.

New Business –

Old Business –

Other Items –

1. Review Comp/OT reports for the pay period ending July 6, 2025.
2. Mayor Update – The mayor stated that there is a bid opening for the Southside paving project on Wednesday July 23rd at 9:00 a.m. He said that the fire department took down the big pine tree as a training project on the northwest side of the FAP building.
3. Clerk/Treasurer Financial Update-Kelly said that she continues to work on the budget, and it is about 90% complete. Kelly gave a brief update of the Fire Truck Funding and also mentioned that the topic would be discussed at the council meeting tonight. Kelly said that she and Kurt attended a 2-day conference in Billings on July 17th & 18th on Drug & Alcohol Training. This conference was regarding our Transit Program.

Announcements –

1. The next Budget and Finance Committee meeting will be held on August 12, 2025, at 5:30 pm.
2. Heidi Sparks was absent from the meeting and was scheduled to review the claims. Casey Wheeler reviewed the claims for her and Heidi will review the claim for the next meeting.

Meeting Adjourned at 6:15 p.m.

Respectfully submitted,



Kelly Strecker

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. Laurel Urban Renewal Agency Minutes of July 28, 2025.



**MINUTES
CITY OF LAUREL
LAUREL RENEWAL AGENCY
MONDAY, JULY 28TH, 2025
11:00 AM
CITY BOARDROOM**

A LAUREL RENEWAL AGENCY meeting was held in City Boardroom and called to order by Cami Story
at 10:00 p.m. on July 28th, 2025

COMMITTEE MEMBERS PRESENT:

x	Judy Goldsby	x	Dean Rankin
x	Cami Story	x	Daniel Klein
x	Cheryl Hill	x	Diane Liem

OTHERS PRESENT:

x	Gaurav Thakur
x	Forrest Sanderson
x	Doug Whitney
	Kurt Markegard
X	Triple Tree Brad, Doug Bruce

General Items:

Roll Call

Approval of Minutes – All minutes were approved Judy and 2nd by Cami – all in favor

New Business:

Update: Ditch Covering

Task #5– Design bidding, construction & permitting administration for Ditch covering on Bernhardt.

95% design by Sept 16th, 2025

100% design by Oct 1, 2025

Bids by oct 2nd, 2025 begin on construction on or around Nov 1, 2025 – total cost is \$40,000

Cheryl made a motion to take task order #5 to city council on Aug 5th workshop, vote on Aug 12th. Judy made a 2nd and all in favor

– Forrest will email committee members the task #5.

Update: E. Railroad Path

NO UPDATE

City is willing to do Shoulder work on the E. Railroad - up to 5k, but not to exceed, no further update was available.

Update: Lighting on SE 4th St.

Task Order #6 - \$3,900 SID cost from Triple Tree preliminary map for the lighting for pole traditional power and solar.

Cheryl made a motion to move forward with task #6 with changes, Judy made a 2nd - this can be signed by Kurt with it being under 5k. Kurt approved and will sign.

Update project 1- Downtown Sidewalks, lighting

Triple Tree gave us the 50% design and concept plan with the changes that needed to be made in the alley

Triple tree also brought in Bruce to give us a better understanding on the pole options and will work on the cost analysis for both solar or traditional electrical cost.

Other updates:

Big Sky EDA & Beartooth RC&D –non

Announcements: Next meeting will be Aug 11th, 2025

Adjourn Meeting: Cami made a motion to adjourn the meeting Judy 2nd at 11:45

Respectfully submitted,

Cheryl Hill

Cheryl Hill - LURA Secretary

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:

9. Appointment of Aidan Johnson to the Laurel Emergency Medical Service.



**CITY OF LAUREL
MONTANA
EMERGENCY MEDICAL SERVICES**
215 W 1ST ST
LAUREL, MONTANA – 59044
OFFICE: (406) 628 – 1611 | DISPATCH: (406) 628 - 3737



August 6, 2025

Dear Mayor and City Council,

We are excited to announce that we have an EMT interested in joining our service as a volunteer. We have interviewed Him and are be excited to bring them onto our team with your approval.

Volunteer EMT:

-Aidan Johnson is an EMT that grew up in a medical family, his is one of our full time paramedics and his dad is a retired Billings Fire Fighter. He is currently working as a Detention Officer at the Yellowstone County Detention Center. He loves the EMS side of patient care and wants to get into that more than the law enforcement side. He has done several ride along observations with our service and loves it here and wants to be a part of our team.

Our staff interviewed him and we feel that he would be a great fit and asset to our service.

If they are granted Council and Mayor approval, we will begin conducting their background checks and bring them onto our team.

Thank you very much for your consideration.

Lyndy Gurchiek, NRP, Director
Laurel EMS
215 W 1st Street
Laurel, MT 591044
lgurchiek@laurel.mt.gov
406-860-8233

File Attachments for Item:

10. Appointment of Paul Thomae to the City/County Planning Board for a two-year term ending June 30, 2027.

I'm intrested in serving on the Laurel city county
Planning ~~com~~ Board.

Paul E Thomas

1013 Seneca dr.

Laurel, mt

File Attachments for Item:

11. Resolution No. R25-51: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Airport Authority.

RESOLUTION NO. R25-51

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR
THE LAUREL AIRPORT AUTHORITY.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Laurel Airport Authority (hereinafter “Airport Authority”), by and between the City of Laurel (hereinafter “the City”) and Airport Authority, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with Airport Authority on behalf of the City.

Introduced at a regular meeting of the City Council on the 12th day of August 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 12th day of August 2025.

APPROVED by the Mayor on the 12th day of August 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



LAUREL FIRE

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

March 27, 2025

Fire District: Laurel Airport Authority

Dear Laurel Airport Authority Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire service contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer you a contract for 2025-26. This year, we are pleased to maintain and provide our highly effective fire services to you at 0% increase, thereby maintaining the annual payment at the current level.

The proposed payment would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2025-26	\$6,620.68	x	0	\$0.00	+	\$6,620.68	=	\$6,620.68

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by April 30, 2025:

May 21

Brittney Harakal
Council Administrative Assistant, P O Box 10
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts be finalized and ready, to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Thank you for your support. If there is anything we can do to help support the Fire District of Laurel Airport Authority, please don't hesitate to call us. Feel free to contact me with any questions or concerns.

J W Hopper
Fire Chief, Laurel Fire Department
jwhopper@laurel.mt.gov
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE LAUREL AIRPORT AUTHORITY**

THIS AGREEMENT is made and entered into this 1st day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Laurel Airport Authority (hereinafter “the Laurel Airport Authority”).

W I T N E S S E T H

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within the Laurel Airport Authority at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is the Laurel Airport Authority boundary description and map;

WHEREAS, the Laurel Airport Authority desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the Laurel Airport Authority at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City:

- a. fire protection and suppression;
- b. fire prevention

The City further agrees to provide grassland fire services to properties located within the Laurel Airport Authority at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, agreed, and understood that the type and amount of equipment, the number of personnel and the frequency of fire drills, explosion, etc., shall be in the sole discretion of the City.

It is further mutually covenanted, agreed, and understood that in the event of an emergency call shall occur simultaneously within the City’s municipal boundaries, the City shall have the right to use its manpower to protect the City property first, and then the Laurel Airport Authority property shall have preference and priority over any call or demand of the Laurel Airport Authority.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

The Laurel Airport Authority agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the Laurel Airport Authority as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Laurel Airport Authority will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the Laurel Airport Authority.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of the Laurel Airport Authority.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$6,620.68

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to the Laurel Airport Authority, which will include the number and type of incidents responded to within the Laurel Airport Authority by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF LAUREL

LAUREL AIRPORT AUTHORITY

Dave Waggoner, Mayor

By 
Joseph T. Mutchler

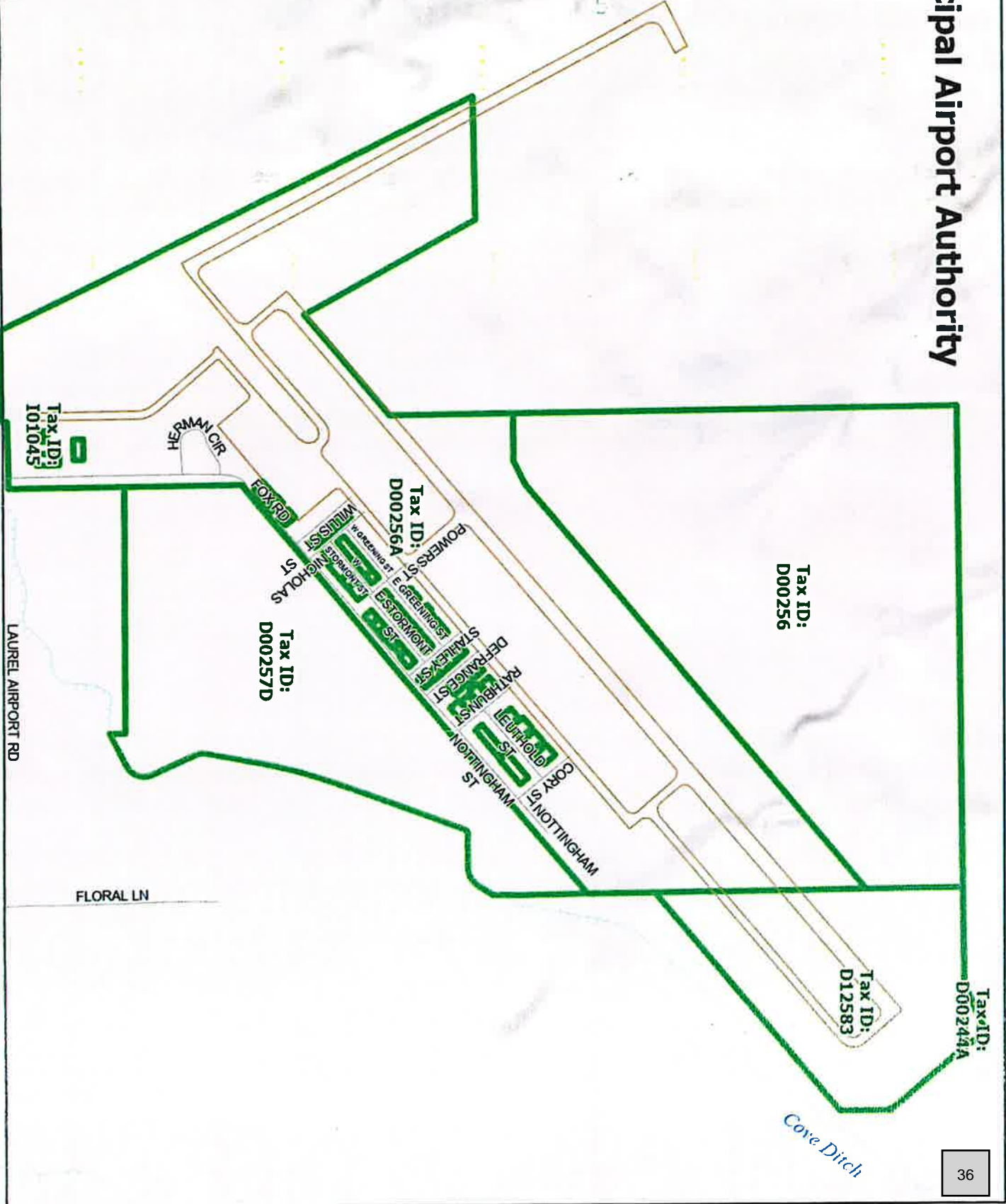
ATTEST:

Kelly Strecker, Clerk-Treasurer

Laurel Municipal Airport Authority



This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
4/4/2024
M:\LaurelOwnership.aprx



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasysteisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Laurel Municipal Airport Authority



This document is intended for informational purposes only and is not guaranteed to be accurate nor current.

4/4/2024

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File Attachments for Item:

12. Resolution No. R25-52: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 7.

RESOLUTION NO. R25-52

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR
THE RURAL FIRE DISTRICT 7.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Rural Fire District 7 (“Fire District 7”), by and between the City of Laurel (hereinafter “the City”) and Fire District 7, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with Fire District 7 on behalf of the City.

Introduced at a regular meeting of the City Council on the 12th day of August 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 12th day of August 2025.

APPROVED by the Mayor on the 12th day of August 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



LAUREL FIRE

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

March 27, 2025

Fire District: 7
Attn: Mr. John E Bartram
2732 Pronghorn Dr
Laurel, MT 59044

Dear Mr. Bartram,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire service contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer you a contract for 2025-26. This year, we are pleased to maintain and provide our highly effective fire services to you at 0% increase, thereby maintaining the annual payment at the current level.

The proposed payment would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2025-26	\$216,438.65	x	0.0	\$0.00	+	\$216,438.65	=	\$216,438.65

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by ~~April 30~~ ^{May 21}, 2025:

Brittney Harakal
Council Administrative Assistant, P O Box 10
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts be finalized and ready, to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Thank you for your support. If there is anything we can do to help support Fire District 7, please don't hesitate to call us. Feel free to contact me with any questions or concerns.

J W Hopper
Fire Chief,
Laurel Fire Department
jwhopper@laurel.mt.gov
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE RURAL FIRE DISTRICT 7**

THIS AGREEMENT is made and entered into this 1st day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Rural Fire District 7 (hereinafter “the Fire District”).

W I T N E S S E T H

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within the Fire District at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is the Fire District boundary description and map;

WHEREAS, the Fire District desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the Fire District at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City:

- a. fire protection and suppression;
- b. fire prevention

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Fire District, at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the Fire District and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the Fire District.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

The Fire District agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the Fire District as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Fire District will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the Fire District.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of the Fire District.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$216,438.65.

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to the Fire District, which will include the number and type of incidents responded to within the Fire District by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF LAUREL

FIRE DISTRICT

Dave Waggoner, Mayor

By _____



ATTEST:

Kelly Strecker, Clerk-Treasurer

Fire District 7



HIGHWAY 10 W

Big Ditch

1ST AVE

LAUREL AIRPORT RD

DANFORD RD

DUSTIN RD

212

90

Legend

- Fire District 7
- Laurel City Limits
- County Line

This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
4/3/2024
M:\Laurel\Fire.aprx

File Attachments for Item:

13. Resolution No. R25-53: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

RESOLUTION NO. R25-53

**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 12th day of August 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of August 2025.

APPROVED by the Mayor the 12th day of August 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

9431 Anglers Way
Billings Mt 59101
jb.tnc@outlook.com

406-850-8745



TRUE NORTH CONTRACTING

PROPOSAL

Date Estimate #

6/4/2025 12-90

City Of Laurel

Overlay Cemetary Roads

P.O. Box 10
Laurel, MT
59044

Description	Total
Mill in transitions Prelevel pot holes with asphalt Tack Overlay 8,000 sq ft of existing rd with 2" thick asphalt	19,300.00

File Attachments for Item:

14. Resolution No. R25-54: A Resolution Of The City Council Accepting The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Completion Of The Southside Paving Project By Knife River – Billings.

RESOLUTION NO. R25-54

**A RESOLUTION OF THE CITY COUNCIL ACCEPTING THE BID AND
AUTHORIZING THE MAYOR TO EXECUTE ALL CONTRACT AND RELATED
DOCUMENTS FOR THE COMPLETION OF THE SOUTHSIDE PAVING PROJECT
BY KNIFE RIVER – BILLINGS.**

WHEREAS, the City of Laurel (hereinafter “the City”) intends to enter into a contract for paving of the gravel streets on the Southside of the City of Laurel (hereinafter “the project”);

WHEREAS, the City has complied with its procurement policy and Montana law by utilizing a competitive bid process to ensure the cost and company selected is in the best interests of the City in both quality and price;

WHEREAS, the City sought bids from qualified companies by publicly advertising the bid pursuant to Montana law;

WHEREAS, the City received a responsive bid from Knife River – Billings (hereinafter “Knife River”) for completion of the project;

WHEREAS, Knife River’s bid to complete the project is for the total cost of One Hundred Ninety Six Thousand Two Hundred Twenty Two Dollars and No Cents (\$196,222.00);

WHEREAS, Knife River was the lowest qualified bidder, and such bid is attached hereto and incorporated by reference herein; and

WHEREAS, the City currently possesses adequate funds to complete the project and/or can make appropriate and reasonable lending arrangements, and it is in the City’s best interests to proceed with the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council accepts the bid from Knife River, and the Mayor is authorized to execute all contract and related documents for the project, pursuant to the terms and conditions contained in the attached bid for the total cost of One Hundred Ninety Six Thousand Two Hundred Twenty Two Dollars and No Cents (\$196,222.00).

Introduced at a regular meeting of the City Council on the 12th day of August, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of August, 2025.

APPROVED by the Mayor the 12th day of August, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY CLERK
CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

CONTRACT/BID DOCUMENTS ATTACHED:

INTENT AND SCOPE OF OPERATIONS

CALL FOR SEALED BIDS: NOTICE TO BIDDERS

(BID BOND AND PERFORMANCE BOND)

INSTRUCTIONS TO BIDDERS

CONTRACT SPECIFICATIONS:

SOUTHSIDE PAVING PROJECT

STANDARD TERMS AND CONDITIONS

INVITATION TO BID

FORM OF AGREEMENT

FORM OF PROPOSAL (BID PROPOSAL)

INTENT AND SCOPE OF OPERATIONS

This bid is for the purpose of entering into a contract for paving of the gravel streets on the Southside for the City of Laurel. The successful bidder agrees to provide the City of Laurel with acceptable quality of /services, performance and workmanship as determined by the City of Laurel.

It is the purpose of this bid to obtain the best quality of services at the most favorable price to the City of Laurel. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract document.

END: INTENT AND SCOPE OF OPERATIONS

CITY CLERK
CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

CALL FOR SEALED BIDS: NOTICE TO BIDDERS

Sealed bids entitled: **SOUTHSIDE PAVING PROJECT**

For the City of Laurel Street Department, Laurel, Montana

Will be received addressed to City Clerk of Laurel, Montana, at the office of the City Clerk, City Hall, Laurel, Montana 59044, until 9:00 a.m. July 23, 2025. Call the Clerks Office at 406-628-7431 prior to stopping by City Hall to ensure Staff is onsite.

More specific additional information regarding the **SOUTHSIDE PAVING PROJECT** may be obtained by contacting Matt Wheeler, Public Works Director, or Jason Gonzales, Building Official, at 115 W. First Street, Laurel, Montana, phone number of 406-628-4796 or visit <https://cityoflaurelmontana.com/rfps>.

Each bid or proposal must be accompanied by a Certified Check, Cashiers Check, or Bid Bond payable to the City of Laurel, Montana, in an amount not less than ten percent (10%) of the total amount of the bid. The bid bond will be retained by the City Clerk until the successful bidder enters into a contract with the City of Laurel. If the successful bidder enters into no contract within 30 days the bond will be forfeited to the City of Laurel. Bid bonds will be returned to the unsuccessful bidders immediately after final action on the bid by the City Council.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is at 09:00 a.m. July 23, 2025 at 115 W. 1st Street Laurel, MT 59044.

The right is reserved to reject any or all proposals received, to waive irregularities, to postpone the award of the contract for a period of not to exceed thirty (30) days, and to accept that proposal which is in the best interests of the City of Laurel, Montana.

The City of Laurel is an Equal Opportunity Employer

Published 7.4.2025; 7.11.2025

Kelly Strecker, City Clerk/ Treasurer

END: CALL FOR SEALED BIDS: NOTICE TO BIDDERS

CITY CLERK
CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

INSTRUCTIONS TO BIDDERS

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the bidder shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents.
- (b) Fully inform themselves of the existing conditions and limitations.
- (c) Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are sealed and submitted to the office of the City Clerk at City Hall, 115 W. First Street, Laurel, Montana 59044, before 09:00 a.m. July 23, 2025.

BID PROPOSAL MODIFICATIONS

Proposals shall be made on form provided herein; they shall not contain any recapulation of the work done. Modifications, additions or changes to the terms and conditions of this invitation to bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected. No oral, telephone, or telegraphic bids or modifications will be considered.

CERTIFICATION OF ALTERATION OR ERASURE

A bid shall be rejected should it contain any material alteration or erasure, unless, before the bid is submitted, each such alteration has been initialed in INK by the authorized agent signing the bid.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify the department head, Matt Wheeler at the address noted above, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become part of the contract agreement upon award. Question received less than ninety-six (96) hours before the bid opening cannot be answered.

SIGNATURE

All bids shall be typewritten or prepared in ink and must be signed in longhand by the bidder or bidders agent or designee, with his/hers usual signature. A bid submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Bids submitted by a proprietorship must be signed by the owner; name of each person signing shall be typed or printed legibly below the signature.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until award of the contract is delayed for a period exceeding thirty (30) days.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specification and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

EVIDENCE OF QUALIFICATION

Upon request of the City of Laurel, a bidder whose proposal is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and as well as service provisions bidder has available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- (a) The ability, capacity, character, integrity, and skill of the bidder to perform the contract or provide the service required.
- (b) Whether the bidder can perform the contract within the time specified.
- (c) The quality of performance of previous contracts, agreements, services and/or performance.
- (d) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- (e) Such other information, which may be secured having a bearing on the decision to award the contract.

BID BOND

Each bid or proposal must be accompanied by a Certified Check, Cashiers Check, or Bid Bond payable to the City of Laurel, Montana, in an amount not less than ten percent (10%) of the total amount of the bid. The bid bond will be retained by the City Clerk until successful bidder enters into a contract with the City of Laurel. If the successful bidder enters into no contract

within thirty (30) days the bond will be forfeited to the City of Laurel. Bid bonds will be returned to the unsuccessful bidders immediately after final action on the bid by the City Council.

END: INSTRUCTIONS TO BIDDERS

CITY CLERK
CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

CONTRACT SPECIFICATIONS

SOUTHSIDE PAVING PROJECT

Paving of multiple streets located on the Southside of Laurel. 3" INCHES OF ASPHALT approximately 74,000 square feet Blading, prepping, and compaction must be approved by Laurel Public Works Director before paving proceeds.

END SPECIFICATIONS

CITY CLERK
CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

STANDARD TERMS AND CONDITIONS – PAGE 1

This contract includes the following Standard Terms and Conditions and includes, but is not limited to, the Invitation to Bid, Call for Sealed Bids, Specifications, Forms of Agreement, Instruction to Bidders, and Form of Proposal.

The contractor will not be liable for any delay in furnishing or failure to furnish service due to fire, flood, strike, lockout, dispute with workmen, act of God, or any cause beyond reasonable control.

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Authority, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Laurel. Any bidder may submit quotations on any article, which substantially complies with these specifications as to quality, workmanship and service. The City of Laurel reserves the right to make its selection of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Laurel.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained for the City of Laurel.

All payments to the contractor shall be remitted by mail. The City shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall not be assignable unless prior written approval is first obtained from the City of Laurel.

All goods, materials or services purchased herein are subject to approval by the City of Laurel. Any rejections of services, goods or materials, whether held by the City or returned, will be at the contractor's risk and expense.

The contractor agrees to assume all expense, protect and hold harmless the City, its officers, agents and employees against all claims and expense including, but not limited to, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods, material or services purchased herein.

The contractor further agrees to assume all expenses and damages arising from such claim, suits or proceedings.

CITY CLERK
CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

STANDARD TERMS AND CONDITIONS – PAGE 2

Contractor agrees that the waiver, acceptance, or failure by the City to enforce any provisions, terms, or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the City to thereafter enforce such provisions.

The contractor warrants all articles supplied under this contract conform to specification herein. The contractor will deliver a warranty stating that articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment in payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to be discriminate against any client employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving thirty (30) days written notice to the contractor. (This provision does not apply to the purchase of materials. A purchase order for materials and services is a binding contract.)

Contractor agrees that in the event suit is instituted by the City for any default on the part of the contractor, he shall pay to the City all costs and expenses expended or incurred by the City in connection therewith, and reasonable attorney fees.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

The Advertisement for Bids, the accepted Proposal, and the specifications, together form the contract and they fully act as if hereto attached or herein repeated.

CITY CLERK

CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

STANDARD TERMS AND CONDITIONS – PAGE 3

This contract shall be governed by and construed in accordance with the laws of the State of Montana.

The contractor may not assign or subcontract the agreement or the right to receive reasonable performance of any act called for by the contract shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

END: STANDARD TERMS AND CONDITIONS

CITY CLERK

CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

INVITATION TO BID

RETURN TO: City Clerk, City of Laurel, P.O. Box 10, Laurel, Montana 59044

Please bid net prices at which you will agree to furnish required services. To receive consideration, this form must be signed in full by a responsible, authorized agent, office, employee or representative of your firm.

BID ITEM: Southside Paving Project - \$196,222⁰⁰

KNIFE RIVER - BILLINGS
P.O. BOX 80066
BILLINGS, MT 59108

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.



Vice President

7/22/2025

at the prices stated herein, to be



END: INVITATION TO BID

CITY CLERK

CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

FORM OF AGREEMENT -- PAGE 1

AGREEMENT, made on the _____ day of _____, 2021, by and between
the City of Laurel and _____

WITNESSTH that the above named company and the City of Laurel, for consideration,
hereinafter shall agree as follows:

SCOPE OF OPERATION: The contractor shall provide material and services, perform the work
and do everything required by the specifications entitled:

CONTRACT SPECIFICATION:

TIME OF COMPLETION: Delivery of goods, , and/or services shall be expected within thirty
(30) days of the award of bid.

FOLLOWING IS AN ENUMERATION OF THE CONTRACT BID

Intent and Scope of Operation
Call for Sealed Bids - Notice to Bidders
(Bid Bond/Performance Bond)
Instructions to Bidders
Contract Specifications
Standard Terms and Conditions
Addendum to Bid
Form of Agreement
Form of Proposal (BID Proposal)

IN WITNESS WHEREOF, the parties hereto have executed this agreement to day and
year above written.

Knife River
[Signature]
Vice President



CITY CLERK

CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

FORM OF AGREEMENT – PAGE 2

CITY OF LAUREL

BY: _____
MAYOR

ATTEST: _____
City Clerk

Approved as to form

END: FORM OF AGREEMENT

CITY CLERK

CITY OF LAUREL
P. O. BOX 10
LAUREL, MONTANA 59044

FORM OF PROPOSAL (BID PROPOSAL)

The undersigned hereby submits the following proposal: Having carefully examined the specifications and conditions of the following project: SOUTHSIDE PAVING PROJECT for the City of Laurel Maintenance

Department, as well as all other conditions affecting the bid, the undersigned proposes to furnish all services necessary to complete the work required.

7/23/2025 0900

BRIEF DESCRIPTION OF BID ITEM(S)

City of Laurel, Montana

\$ 196,222⁰⁰

One Hundred Ninety-Six Thousand Two Hundred Twenty Two and no/100



Vice President
Knife River
7/22/2025



END: FORM OF PROPOSAL (BID PROPOSAL)

File Attachments for Item:

15. Resolution No. R25-55: A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2024-2025 Budget.

RESOLUTION NO. R25-55

**A RESOLUTION OF THE CITY COUNCIL APPROVING AMENDMENTS TO
APPROPRIATIONS AND REVENUES FOR THE CITY OF LAUREL’S FISCAL
YEAR 2024-2025 BUDGET.**

WHEREAS, the City of Laurel (hereinafter “the City”) adopted all funds revenues and appropriations for Fiscal Year 2024-2025 on August 27, 2024;

WHEREAS, it is necessary to amend certain budgets as required by Mont. Code Ann. § 7-6-4006(3) and (4); and

WHEREAS, the increase in appropriations and revenues are due to unbudgeted amounts that will be offset by a decrease in reserves.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby directs the Clerk-Treasurer to amend the budget as reflected on the attached Exhibit “A” in order to comply with Mont. Code Ann. § 7-6-4006(3) and (4); and

BE IT FURTHER RESOLVED that the above amendments are retroactive to June 30, 2025.

Introduced at a regular meeting of the City Council on the 12th day of, August 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of August 2025.

APPROVED by the Mayor the 12th day of August 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

EXHIBIT A

Budget Amendment Fiscal Year 2024-2025

Fund 2952 – Federal Equitable Sharing

Original Revenues	\$	0.00
Amended Revenues		<u>63,783.02</u>
Increase in Revenue:	\$	63,783.02
Original Appropriation		0.00
Amended Appropriation	\$	<u>52,445.08</u>
Increase in Appropriation:	\$	52,445.08

Per the Department of Justice Standard Operating Procedures, appropriations and revenues for the Federal Equitable Sharing Fund may not be budgeted using the fiscal year budgeting process. All appropriations and revenues must be budgeted after the end of the fiscal year, using the budget amendment process.

Fund 1000 – General Fund- Ambulance

Original Appropriation		1500.00
Amended Appropriation	\$	<u>1766.00</u>
Increase in Appropriation:	\$	266.00

Increase Appropriations, due to Ambulance staff reimbursing the city for the purchase of more uniform T-shirts.

Fund 2928 – Transit Grant

Original Appropriation	\$.00
Amended Appropriation	\$	<u>16,268.00</u>
Increase in Appropriation:	\$	16,268.00

Unanticipated Expenditure for Local Share payment, for the purchase of the Transit Van from 2020. The overage is funded by the cash reserve for the Transit Grand fund.

Fund 1000 – General Fund- Fire Department

Original Appropriation	\$ 55,000.00
Amended Appropriation	<u>\$ 67,500.00</u>
Increase in Appropriation:	\$ 12,500.00
Original Revenues	\$ 3,000.00
Amended Revenues	<u>\$ 12,500.00</u>
Increase in Revenue:	\$ 9,500.00

Increase Appropriations and Revenues, due to receiving a DNRC grant for the 2024 Volunteer Fire capacity for wildland clothing. This was a reimbursable grant.

Fund 2370 – Employer Contribution P.E.R.S

Original Appropriation	\$ 138308.00
Amended Appropriation	<u>\$ 143408.00</u>
Increase in Appropriation :	\$ 5,100.00

Unanticipated OT for the Ambulance Department. The overage is funded by the cash reserve for the Employer Contributions to P.E.R.S.

Fund 7850 – Airport Authority

Original Appropriation	\$ 31,609.00
Amended Appropriation	<u>\$ 32,021.00</u>
Increase in Appropriation:	\$ 412.00

Revenues for this fund were greater than anticipated so there were more transfers to the Airport Authority than budgeted.

Fund 7120 – Fire Disability

Original Appropriation	\$ 39,826.00
Amended Appropriation	<u>\$ 69,616.00</u>
Increase in Appropriation:	\$ 29,790.00

Revenues for this fund were greater than anticipated so there were more transfers to the Firemen's Relief Association than budgeted.

File Attachments for Item:

16. Resolution No. R25-56: A Resolution Of The City Council Authorizing The Mayor To Execute Task Order No. 5 And All Related Documents For The Bernhardt Ditch Improvements By And Between The City Of Laurel And Triple Tree Engineering, Inc.

RESOLUTION NO. R25-56

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 5 AND ALL RELATED DOCUMENTS FOR THE BERNHARDT DITCH IMPROVEMENTS BY AND BETWEEN THE CITY OF LAUREL AND TRIPLE TREE ENGINEERING, INC.

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

Section 1: Approval. Task Order No. 5 and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc. for the Bernhardt Ditch Improvements, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute Task Order No. 5 and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc.

Introduced at a regular meeting of the City Council on the 12th day of August 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 12th day of August 2025.

APPROVED by the Mayor on the 12th day of August 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

TASK ORDER

This is Task Order No. 5,
consisting of 5 pages.

Task Order #5 – LURA Survey and Project #2 Design, Permitting, Bidding, and Construction Administration

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: July 28, 2025
- b. Owner: City of Laurel
- c. Engineer: Triple Tree Engineering, Inc.
- d. Specific Project (Title): Bernhardt Ditch Improvements
- e. Specific Project (Description): The project includes a single pipeline along the west side of Bernhardt Road from its intersection with East Railroad Street to the high point of Bernhardt Road. An irrigation diversion box is proposed at the high point of Bernhardt Road. The diversion box will include one inlet from the north and two outlets to the south; along with an overflow spillway/outlet directed to the City's existing 66" storm drain in Bernhardt Road. Two pipelines will extend south from the outlet of the diversion box along the west side of Bernhardt Road to its intersection with SE 4th Street. The two pipes will connect to the existing pipes under the existing approaches and under SE 4th Street. An approach is proposed adjacent to the diversion box to allow access for operation along with access to the Dog Boarding/Grooming business. All pipelines will be buried.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1. Perform the following design, bidding, and construction engineering services for the "**Bernhardt Ditch Improvements**" Project as shown in **Exhibit A**.
 - Topographic survey and preparation of the base map in Auto Cad Civil 3D were completed under Task Order 1, Sub-Task 1 and are not included in this task order.
 - Precise boundary survey, and preparation of survey documents for easement acquisition are not included.

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- Prepare design plans, technical specifications, and bidding documents for the pipelines and diversion structure with the following criteria:
 - Design connection to the existing pipeline under East Railroad Street
 - MDT permitting is excluded.
 - Design a single pipeline from the intersection of East Railroad Street to the Diversion box.
 - Hydraulic calculations will be completed for both proposed and existing structures. Up-stream and down-stream constraints will determine the possible slopes of the proposed pipes. Our proposal is based on the assumption that proposed and existing pipes will convey the required downstream flows and no further design considerations will be required.
 - The design includes burial of the pipeline after installation. Considerations for burial depth, cover, etc. will be considered when specifying pipe. Landscaping will include grading to drain and planting of dry grass plants.
 - Design concrete diversion structure at the high point along the Bernhardt Road.
 - The diversion box will include one inlet from the north and two outlets to the south; along with an overflow outlet directed to the City's existing 66" storm drain in Bernhardt Road.
 - Specify canal gates for outlet control to the two south outlets.
 - Design a spillway/outlet from the diversion box, routed to the City's existing 66" storm drain system.
 - Design a steel cover with hinges and lockable access.
 - Design approach adjacent to the diversion box to allow access for operation and maintenance. The approach will also provide access to the existing Dog Boarding/Grooming business. Design the approach in accordance with City requirements.
 - Design two pipelines from the outlet of the diversion box to SE 4th Street.
 - Hydraulic calculations will be completed for both proposed and existing structures. Up-stream and down-stream constraints will determine the possible slopes of the proposed pipes. Our proposal is based on the assumption that proposed and existing pipes will convey the required downstream flows and no further design considerations will be required.
 - Two existing approaches exist along the proposed pipeline alignment. Two pipes exist under each of the approaches. The design includes connection to the inlet and outlet of each existing pipe. Excavation of the existing approaches is not proposed.
 - Design the connection of the two pipelines to the existing pipes under SE 4th Street. Excavation of SE 4th Street is not proposed.

- The design includes burial of the pipelines after installation. Considerations for burial depth, cover, etc. will be considered when specifying pipe. Landscaping will include grading to drain and planting of dry grass plants.
- Design includes existing site considerations, proposed pipe alignments and grades, necessary fittings locations, connection details to existing pipes at both ends of the project, connection details to existing lot access culverts, bedding and backfill requirements, surfacing requirements, and seeding requirements.
- This task order includes a 95% and 100% design submittal. The design will include project plans, bidding specifications, and technical specifications. Montana Public Works Standard Specifications (7th Edition) will be utilized as the basis for the project documents. The 95% design will include a presentation to the LURA board and Engineer's Opinion of Probable Construction Cost. The 100% design will address comments from the 95% design review, and be certified by a professional engineer.
- Structural engineering is excluded. It is assumed existing driveway pipes can be used and are not in need of replacement. Concrete arch pipe matching existing culverts is proposed. Considerations regarding stormwater flow paths of existing developed lots will be part of the proposed project design. For undeveloped land, no consideration will be made, and it will be the lot owner's responsibility to manage on-site stormwater at the time of development.
- Sidewalk, Lighting, and Tree design are excluded.
- Payment of permit and review fees is excluded.
- Geotechnical Engineering is excluded. Please let us know if the City would like geotechnical engineering/analysis included.
- Administer the Bidding phase of the project following completion of the design. The bidding task includes assistance with advertising project for bid, administration of the pre-bid conference, addressing contractor questions, preparation of addendums as needed, assisting owner with the bid opening, preparing bid tabulations, and preparing recommendations to the Board regarding contractor selection.
- Provide construction engineering services. Construction engineering tasks include preparation of notice of award (NOA), coordination of owner/contractor agreement, preparation of conformed documents, preparation of notice to proceed (NTP), submittal review, pay request review, addressing contractor questions, facilitation of substantial completion walkthrough, preparation of certificate of substantial completion, facilitation of final walkthrough, preparation of certificate of final completion. Resident Project Representative (RPR) services are limited to two trips during construction.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, with the following additions:

Include Section B2.01.A.8.a as follows: Review 95% design documents and provide comments to engineer within 10 days of receipt of the documents.

4. Task Order Schedule

A. Following is the Estimated Schedule:

- a. 95% Design – September 16, 2025
- b. 100% Design – October 1, 2025
- c. Bids Advertised – October 7, 2025
- d. Begin Construction of Project – November 1, 2025
- e. This schedule assumes no issues with ditch ownership, MDT encroachment permit, or permission to complete the proposed project.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order on a time and materials basis not to exceed the following without written approval from the City.

Task	Cost
<i>Design/Bidding Documents/Design Review Mtgs</i>	<i>\$ 20,500</i>
<i>Bidding</i>	<i>\$ 5,600</i>
<i><u>Construction Administration/Observation</u></i>	<i><u>\$ 13,900</u></i>
Total =	\$ 40,000

6. Consultants retained as of the Effective Date of the Task Order: None

7. Other Modifications to Agreement and Exhibits: None

8. Attachments: Exhibit A (Proposed Project)

9. Other Documents Incorporated by Reference: Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 (“Agreement”)

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 28, 2025.

OWNER:

ENGINEER:

By: _____

By: _____

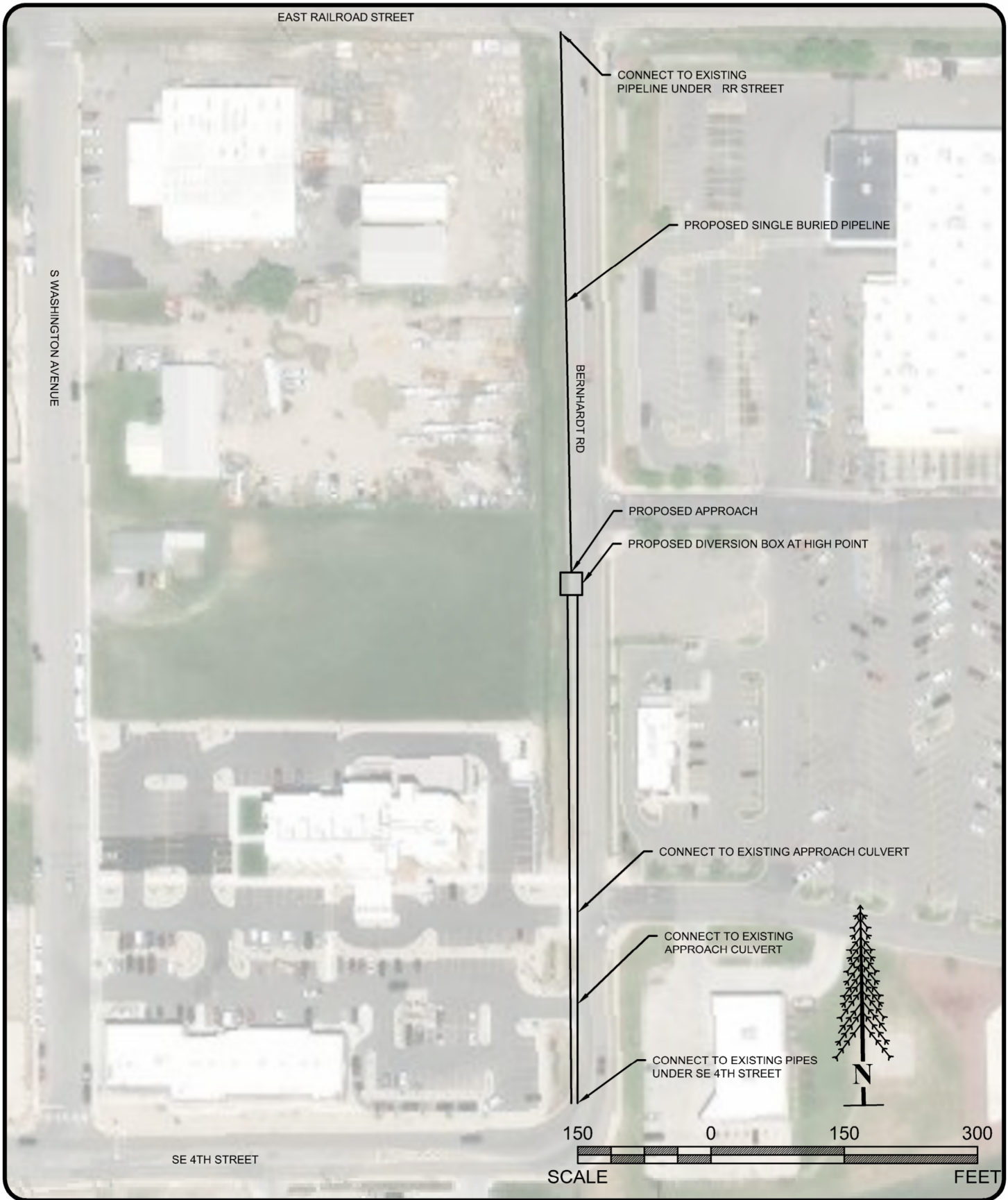
Print Name: Dave Waggoner

Print Name: Bradley Koon

Title: Mayor

Title: President

Engineer License or Firm's
Certificate No. (if required): 14124
State of: Montana



TRIPLE TREE
ENGINEERING

LAUREL SIDEWALK IMPROVEMENTS

CITY OF LAUREL
LAUREL, MONTANA

TASK ORDER #5 - PROJECT EXTENTS

EXHIBIT

A

File Attachments for Item:

17. Resolution No. R25-57: Resolution Of City Council Approving Final Annexation Of Property Legally Described As The Amended Plat Of Lots 1 & 2 Of Nutting Brothers Subdivision, Second Filing, Lot 1a, Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Zoning Designation Upon Annexation Of The Property

RESOLUTION NO. R25-57

RESOLUTION OF CITY COUNCIL APPROVING FINAL ANNEXATION OF PROPERTY LEGALLY DESCRIBED AS THE AMENDED PLAT OF LOTS 1 & 2 OF NUTTING BROTHERS SUBDIVISION, SECOND FILING, LOT 1A, ADJACENT TO THE CITY OF LAUREL, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA, WITH CONCURRENT APPROVAL OF ZONING DESIGNATION UPON ANNEXATION OF THE PROPERTY

WHEREAS, a Petition for Annexation was submitted on the 23rd day of February 2024 to the City of Laurel by the Laurel Public Schools, who is the property owner (hereinafter “Petitioner”) of certain real property situated in Yellowstone County, Montana;

WHEREAS, the real property is generally described as the Amended Plat of Lots 1 & 2 of Nutting Brothers Subdivision, Second Filing, Lot 1A, Yellowstone County, Montana. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way;

WHEREAS, the property is currently unzoned, and Petitioner intends to utilize the property, if annexed, for a Public Elementary School;

WHEREAS, the property is currently outside of City of Laurel City limits, and Petitioner seeks annexation of the property and a concurrent Zoning Designation as “Public”;

WHEREAS, pursuant to the City of Laurel’s Annexation Policy, on the 23rd day of April 2024, the City Council considered various criteria when it received and initially considered the written Petition for Annexation, which are fully incorporated by reference herein;

WHEREAS, further pursuant to the City of Laurel’s Annexation Policy, the City Council decided to condition the approval of the annexation in order to meet the criteria listed in the City of Laurel’s Annexation Policy and the parties’ Annexation Agreement;

WHEREAS, Petitioner currently seeks Final Annexation of its property into the City of Laurel, as Petitioner has completed the terms of the Annexation Agreement, which identifies required off-site infrastructure improvements and guarantees of those improvements;

WHEREAS, in addition to annexation contingent upon completion of the terms of the Annexation Agreement, the City of Laurel’s Annexation Policies required the mutual-approval of a Development Agreement between the City and Petitioner, which has occurred;

WHEREAS, the Laurel City-County Planning Board held a duly advertised public hearing on Petitioner’s Petition for Zoning Designation on the 20th day of March, 2024. At the

conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of the Zoning Designation, conditioned upon approval of the proposed annexation;

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner's Petition for Annexation and Concurrent Approval of Zoning Designation on the 23rd day of April 2024. At the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation and Concurrent Approval of Zoning Designation is in the best interests of the City;

WHEREAS, the Property Owner has complied with all of the terms and conditions of annexation imposed by the Laurel City Council; and

WHEREAS, the City is prepared to approve the Final Annexation of the property.

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

1. The owner of record of the territory annexed to the City of Laurel has executed a Petition of Annexation.
2. Pursuant to Mont. Code Ann. § 7-2-46, the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in Petitioner's Petition for Annexation and all attached Exhibits.
3. The following described territory is hereby annexed to the City of Laurel: Amended Plat of Lots 1 & 2 of Nutting Brothers Subdivision, Second Filing, Lot 1A, Yellowstone County, Montana. The real property is generally reflected on Exhibit A, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way.
4. The owner of record of the territory annexed to the City of Laurel and the City of Laurel executed an Annexation Agreement, which terms and conditions are made a part of this Resolution and the Petition for Annexation.
5. The owner of record of the territory annexed to the City of Laurel and the City of Laurel executed a Development Agreement, which terms and conditions are made a part of this Resolution and the Petition for Annexation.
6. That the following conditions of annexation have been met:
 - A. All terms, conditions, and requirements of the Annexation Agreement and Development Agreement between the City of Laurel and Petitioner.

- B. The Waiver of Right to Protest was recorded with the County Clerk and Recorder within ninety (90) days after the adoption of the original Annexation Resolution.
 - C. Connections to the City of Laurel Water and Sewer Systems have been approved by the City of Laurel's Public Works Department.
 - D. The City of Laurel's Public Works Department has approved all terms and conditions of the Development Agreement, as well as compliance with the same.
 - E. All improvements and infrastructure connections have been completed.
- 7. The property shall hereby be zoned as "Public."
 - 8. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct certified copy of this Resolution with the Yellowstone County Clerk and Recorder.
 - 9. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

Introduced at a regular meeting of the City Council on the 12th day of August, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of August, 2025.

APPROVED by the Mayor the 12th day of August, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Exhibit A – Annexation Area Lot 1A and adjacent rights of way

**AMENDED PLAT OF LOTS 1 & 2 OF
NUTTING BROTHERS SUBDIVISION, SECOND FILING**
SITUATED IN THE NW1/4 OF SECTION 10, T. 2 S., R. 24 E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LAUREL PUBLIC SCHOOLS
PREPARED BY : SANDERSON STEWART

MARCH, 2024
BILLINGS, MONTANA

CERTIFICATE OF SURVEYOR
State of Montana
County of Yellowstone

I, the undersigned, a duly licensed Surveyor in the State of Montana, being duly sworn, depose and say that the above described plat was prepared and filed by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision.

CERTIFICATE OF COUNTY ATTORNEY
This is to certify that the above described plat was prepared and filed by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision.

CERTIFICATE OF COUNTY TREASURER
This is to certify that the above described plat was prepared and filed by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision.

CERTIFICATE OF YELLOWSTONE HEALTH
This is to certify that the above described plat was prepared and filed by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and that the same is a true and correct representation of the actual survey made by me or under my direct supervision.

SP 4081543

Exhibit A – Annexation Area Lot 1A and adjacent rights of way

