



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, NOVEMBER 07, 2023
6:30 PM
COUNCIL CHAMBER**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.

General Items

1. LURA Presentation
2. Arbor Day Proclamation 2024

Executive Review

3. Resolution No. R23-46: A Resolution Of The City Council Authorizing The Mayor To Execute A Lease Agreement With The Laurel Lions Club For The Riverside Hall Located At Riverside Park.
4. Motion to Reconsider Resolution No. R23-83: A Resolution Of The City Council Authorizing The Mayor To Approve A Change Order With Randall Contracting.
5. Motion to Reconsider Resolution No. R23-84: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Hardrives Construction, Inc.
6. Resolution - A Resolution Of The City Council Approving And Authorizing The Disposal Of City Of Laurel Records.
7. Ordinance - An Ordinance Amending Title 12, Chapters 12.18.010 And 12.18.060 Of The Laurel Municipal Code Related To Special Events Permits.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

File Attachments for Item:

2. Arbor Day Proclamation 2024



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Dave Waggoner, Mayor of the City of Laurel, Montana, do hereby proclaim May 7, 2024 as **ARBOR DAY** In the City of Laurel, Montana, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 14th day of November 2023, _____
Mayor _____

File Attachments for Item:

3. Resolution No. R23-46: A Resolution Of The City Council Authorizing The Mayor To Execute A Lease Agreement With The Laurel Lions Club For The Riverside Hall Located At Riverside Park.

RESOLUTION NO. R23-46

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE A LEASE AGREEMENT WITH THE LAUREL LIONS CLUB FOR THE
RIVERSIDE HALL LOCATED AT RIVERSIDE PARK.**

WHEREAS, the City of Laurel owns and operates the Riverside Hall at Riverside Park, Laurel, MT;

WHEREAS, the Laurel Lions Club is interested in leasing the Riverside Hall at Riverside Park;

WHEREAS, it has been determined by City Staff that it is in the best interests of the City to enter into a Lease Agreement by and between the City of Laurel and the Laurel Lions Club for the lease of the Riverside Hall at Riverside Park;

WHEREAS, the Civil City Attorney will draft a Lease Agreement memorializing the terms and conditions of the lease between the City and the Laurel Lions Club and such lease will be provided to the Mayor for his execution on behalf of the City of Laurel.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to sign a Lease Agreement for the Riverside Hall located at Riverside Park by and between the City and the Laurel Lions Club.

Introduced at a regular meeting of the City Council on the 25th day of July, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of July, 2023.

APPROVED by the Mayor the 25th day of July, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

LEASE AGREEMENT

This Lease Agreement is entered into this ____ day of November, 2023, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and the Laurel Lions Club, whose business address is PO Box 451, Laurel, MT 59044, hereinafter referred to as “Lessee”.

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

ARTICLE I

Purpose of Lease

The purpose of this Agreement is to lease Lessee certain and specific City property in order that Lessee may conduct club activities, including but not limited to, meetings, after hour events, dances, auctions, celebrations, concerts and other community events, so long as such activity is not prohibited by City Ordinance, Resolution, or Regulation.

ARTICLE II

Property Leased

The City hereby leases and permits the use to Lessee and Lessee hereby leases from the City the following-described property and improvements located in the City of Laurel’s Riverside Park hereinafter referred to as “the premises” as specifically shown on Exhibit A and attached hereto and part of this Lease Agreement.

ARTICLE III

Parties

City: Office of the Mayor (City Clerk)
PO Box 10
Laurel, Montana 59044
Phone: (406) 628-7431
Fax: (406) 628-2289

Lessee: Laurel Lions Club
P.O. Box 451
Laurel, MT 59044
Phone: (406) 855-9572

ARTICLE IV

Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during any 5-year term, the City agrees that Lessee may remove from the premises all equipment, materials and products owned and utilized by Lessee.

ARTICLE V

Lessee Obligations and Covenants

Lessee hereby covenants and agrees with the City that Lessee shall comply with the following:

1. Use and occupy the premises in a careful and proper manner and not commit any waste therein, no refuse may be stored in the building or on the leased grounds;
2. Not use or occupy the premises for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
3. Lessee may apply for special event permits for activities where alcohol is available;
4. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. This covenant does not include renting the facility for special events. The City shall require no more than thirty (30) days for such approval upon written request by the Lessee and shall not unreasonably withhold such approval;
5. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;

6. Lessee shall make no alterations, changes or revamping, remodeling or capital improvement in or to the premises, without prior written permission approved by the Public Works Director, and in addition thereto, Lessee shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessee or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Laurel Lions Club, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
7. Provide the City copies of receipts for improvements and/or maintenance completed by the club or organization by December 31st of each year to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;
8. Lessee and the City's Maintenance Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease anniversary date, and an exit inspection at the end of the lease; Lessee must contact the City to arrange for the inspections; Lessee must also permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
9. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessee, their members, agents or employees. For such purpose, each Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product

liability, in a reliable company or companies with minimum policy limit \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before July 1 of each year. The City and Lessee hereby grant to each other, on behalf of any insurance company providing insurance under this agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy;

10. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;
11. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition;
12. Inspect the facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist;
13. Provide for necessary janitorial and maintenance services and supplies to insure the inside of the building is kept clean;
14. Be responsible for all damage (excepting reasonable wear and tear and not including acts of God) to property, public or private, that may be caused by this operation in the performance of this lease;
15. All signs and banners must comply with the LMC 15.40;
16. Lessee must provide a proper fire extinguisher;
17. If Lessee hires a janitor or janitorial service they must provide material safety data sheets (MSDS) for all cleaning chemicals or products that may contain hazardous materials in an approved MSDS booklet;

18. Extension cords may not be used, as they are against fire code;
19. Lessee shall allow participation in their organization for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;
20. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;
21. Lessee must provide contact information to the City of next year's board prior to January 15th of each year.
22. A maximum of 2 RVs may be allowed in Riverside Park, not for camping purposes but for use during scheduled events with the Laurel Lions Club. They may only be parked in designated areas, approved prior to the event by the Public Works Department. They may not be slept in overnight and must be marked with a sign displayed on the RV door or window, to be parked no longer than City ordinances allow.

ARTICLE VI

Rent

1. Lessee shall pay the City rent in the amount of \$1 per month as consideration for the use of the premises. Lessee shall pay annually on or before the anniversary date of their respective signatures on the lease. The City agrees to this amount as consideration for the lease, based upon the understanding that Lessee will be contributing to improvements in the premises, supporting causes that benefit the community, and financially working towards the betterment of the community as a whole.
2. Rent includes the following: Use and lawful possession of the premises.

ARTICLE VII

Repairs and Maintenance

All minor or routine repairs on the inside and outside of the building shall be Lessee's responsibility. Interior improvements are excluded from the definition of "repairs" under this section. Examples of minor repairs include, but are not limited to, repair and patching of a leak in the roof of the building, replacing worn plumbing fixtures and plumbing fixtures parts, replacement of electrical light bulbs, lamps, switches, globes, shades and similar electrical improvements, door and window panes, hinges and locks, ceiling and wall painting, wall paper repair and floor covering replacement and repair.

Lessee is responsible for all interior improvements to the building. However, said interior improvements are subject to prior review and approval by the City, which shall not be unreasonably withheld. Lessee shall provide the City with an estimate of the cost of any interior improvements at the time Lessee submits its building plans to the City for consideration and approval.

ARTICLE VIII

Condition

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by the Lessee by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessee shall be conclusive evidence that Lessee accept the same "as is" and that the property was and is in similar or same condition at the time possession was accepted, under this Lease.

ARTICLE IX

Right to Inspect Premises

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessee have complied with its obligations hereunder with respect to the care and maintenance of the premises, and the repair or rebuilding of the improvements therein when

necessary. This right of inspection may only be exercised after 24 hours' notice to Lessee of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessee will be available to accompany City's representative at the time of inspection.

ARTICLE X

Assignment/Cancellation/Termination/Negotiation

1. Assignment. Neither City nor Lessee may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
2. Cancellation. In the event the premises leased hereunder or any portion thereof is not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessee hereby waive any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.
3. Termination. City may terminate this lease if the Lessee fail to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified mail, as noted.
4. Lessee may rent the premises for periods not to exceed 14-days. However, Lessee must obtain and provide liability insurance that names the City as an additional insured on the policy during the event, if park land outside of the lease is being used for an event. If alcohol is available or sold, the Lessee must utilize a caterer and obtain a permit for the event.

ARTICLE XI

Compliance With Ordinances and Regulations

Lessee, at its expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which imposes any duty upon Lessee or the City with respect to the leased premises. Lessee, at its sole

expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join Lessee in applying for all such permits or licenses.

ARTICLE XII

Liability Insurance

Lessee shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessee as their respective interests may appear, comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessee shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessee shall be specifically named as insured under said policy.

ARTICLE XIII

Indemnification

Lessee hereby agrees to indemnify and to hold the City free and harmless from and against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessee or the failure of the Lessee to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessee or its agents, employees, patrons, invitees, suppliers or licensees, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessee free and harmless from any and all actions caused by the sole negligence of the City.

ARTICLE XIV

Use/Right of Entry and Inspection/Damage/Repairs

1. Use. Lessee shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
2. Right of Entry and Inspection. Lessee shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all reasonable times for the purpose of inspection.
3. Damage. It is specifically understood that any damage caused by Lessee or their guests to the premises during the term of this Lease shall be promptly corrected or replaced at the Lessee's expense.
4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessee.

ARTICLE XV

Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

ARTICLE XVI

Mortgages and Subleases

Lessee may not assign their rights under this lease or assign or encumber the premises without the prior written consent of the City.

ARTICLE XVII

Surrender Upon Termination

Upon the termination or cancellation of this lease Lessee, at their expense, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a similar or an improved condition as when received. There shall not be any holding-over by Lessee beyond the termination or cancellation of this lease. Any such holding-over by

Lessee shall incur to the City a penalty fee of \$100.00 per day.

ARTICLE XVIII

Entire Agreement

This lease and attached Exhibit A shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

ARTICLE XIX

Partial Invalidity

In the event any provision of this Lease or part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE XX

Notices/Demands

Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

CITY OF LAUREL

LESSEE:

By: _____
Mayor

By _____
Laurel Lions Club

By _____
City Clerk/Treasurer

File Attachments for Item:

4. Motion to Reconsider Resolution No. R23-83: A Resolution Of The City Council Authorizing The Mayor To Approve A Change Order With Randall Contracting.

RESOLUTION NO. R23-83

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
APPROVE A CHANGE ORDER WITH RANDALL CONTRACTING.**

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

Section 1: Approval. The Change Order with Randall Contracting, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Change Order with Randall Contracting on behalf of the City.

Introduced at a regular meeting of the City Council on the 24th day of October, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 24th day of October, 2023.

APPROVED by the Mayor the 24th day of October, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Randall Contracting

P.O. Box 66 • Laurel, MT 59044 • Ph: (406) 855-7825 •
randallcontracting406@gmail.com

October 5, 2023

JOB SITE: LAUREL CITY HALL
115 W 1ST ST
LAUREL MT 59044

CHANGE ORDER

Install 1-solid core door with a storeroom lever lock -- \$500. (lever lock provided by city court)

Remove 5 doorknob locks from 5 doors and swap with 5 storeroom lever locks --\$450

TOTAL: \$950

Thank you,

Randall Contracting

Approval:_____ Date:_____

File Attachments for Item:

5. Motion to Reconsider Resolution No. R23-84: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Hardrives Construction, Inc.

RESOLUTION NO. R23-84

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
APPROVE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
HARDRIVES CONSTRUCTION, INC.**

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

Section 1: Approval. The Independent Contractor Service Contract with Hardrives Construction, Inc., for pavement work to be performed on West 12th Street, Laurel, MT, 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 Hardrives Construction, Inc., on behalf of the City.

Introduced at a regular meeting of the City Council on the 24th day of October, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 24th day of October, 2023.

APPROVED by the Mayor the 24th day of October, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 24th day of October 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Hardrives Construction, Inc. a contractor licensed to conduct business in the State of Montana, whose address is PO Box 2535, Billings, MT 59103, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated October 10, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor fifty thousand seven hundred dollars and sixty-five cents (\$50,700.65) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

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

results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

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

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

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

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

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

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

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

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

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

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

SECTION FIVE INDEMNITY AND INSURANCE

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

SECTION SIX COMPLIANCE WITH LAWS

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

SECTION SEVEN NONDISCRIMINATION

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

SECTION EIGHT DEFAULT

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

SECTION NINE TERMINATION

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

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

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

SECTION ELEVEN
ATTORNEY FEES

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

SECTION TWELVE
ENTIRE AGREEMENT

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

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

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

SECTION FOURTEEN
SEVERABILITY

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

SECTION FIFTEEN
PARAGRAPH HEADINGS

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 24th DAY OF OCTOBER 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Hardrives Construction, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

PROPOSAL

LICENSED • BONDED • INSURED •

PO Box 2535
Billings, MT
59103
406.245.3128



FAX: 406.245.8834 • EMAIL: hardrives@hardrives-asphalt.com

Submitted to: KLJ Date: 10/10/2023
Billing address: 2611 Gabel Rd. / PO Box 80303
City, State, Zip: Billings, MT 59108
Phone number: Ryan 307-797-0214 Fax: _____
Job address W. 12th St. Laurel, MT

We hereby submit specifications and estimates per your request for price to provide the following:

1. PATCH _____ SF Total: \$ _____
See notes on back.

2. CRACK REPAIR _____ LS Total: \$ _____
With premium grade hot rubber.

PLEASE CHOOSE ONE OF THE FOLLOWING OPTIONS:

| | | |
|--------|---|-----------------|
| GOOD | 3. APPLY 1 COAT COMMERCIAL GRADE SEALER _____ SF | Total: \$ _____ |
| | Life expectancy 1-2 years | |
| BETTER | 4. APPLY 2 COATS COMMERCIAL GRADE SEALER _____ SF | Total: \$ _____ |
| | Life expectancy 2-4 years (See notes on Back) | |
| BEST | 5. APPLY HEAVY MINERAL SEALER _____ SF | Total: \$ _____ |
| | Life expectancy 5-6 years (See notes on Back) | |

6. PAVING Mill edges and overlay 3" asphalt 13,169 SF Total: \$ 50,700.65
See notes on back.

7. BASE MATERIAL & LABOR _____ Total: \$ _____
Provided by Hardrives, Inc. at _____ inches

8. OPTIONAL-Replace Saturated Oil Spots _____ SF Total: \$ _____
SealCoat/Heavy Mineral Sealer will not adhere to unremedied areas.

9. STRIPE _____ Total: \$ _____

10. _____ Total: \$ _____

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. This document also serves as a Right to Lien.

AUTHORIZED SIGNATURE: _____

Jody Teske

406-672-8820

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.

SIGNATURE: _____

DATE OF ACCEPTANCE: _____



Our reputation is built one satisfied customer at a time.



In regard to PAVING:

1. A minimum of 1% positive drainage flow is required to diminish the possibilities of bird baths or standing water.
2. Bid is quoted at 3" depth of asphalt for patching. If additional depth is encountered, added cost will be charged based on \$0.50 per square foot inch.
3. Soft spots or unsuitable sub-base encountered in subgrade will be remedied on a time and material basis.
4. Hardrives is not responsible for any damage to unknown utility lines, sprinklers, sprinkler lines, etc. that are not marked. It is the owner's responsibility to mark.
5. One mobilization is included.

In regard to sealcoat/heavy mineral seal:

6. Requires clean pavement; any petroleum soaked areas can contribute to premature failure.
7. Sealcoat / Heavy Mineral Seal does not remedy ponding water and ponding water will accelerate the deterioration of the sealer.
8. The complete elimination of any existing drainage problem or reflective cracking is not intended or guaranteed.
9. Power steering marks are normal and should not be cause for concern
10. The new surface will remain tender for about two weeks.
11. Hardrives is not responsible for any damage done to existing asphalt due to weight of machinery.
12. Sweeping may be required by the owner approximately two months after Heavy Mineral Seal placement to remove any excess aggregate.
13. One mobilization is included.
14. All workmanship and materials guaranteed against failure for one full year.

File Attachments for Item:

6. Resolution - A Resolution Of The City Council Approving And Authorizing The Disposal Of City Of Laurel Records.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL APPROVING AND AUTHORIZING
THE DISPOSAL OF CITY OF LAUREL RECORDS.**

WHEREAS, the City of Laurel (hereinafter “the City”) previously set the retention schedules for City records, pursuant to Schedule 8 of the Montana State Local Government Records Committee, Municipal Records Schedule;

WHEREAS, certain City records constitute records that can be destroyed that are both over ten years old (RM60) and less than ten years old (RM88), and such records have been identified as ready for disposal as provided on the attached retention schedules; and

WHEREAS, the adopted procedure to dispose of said records requires City of Laurel City Council approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council has reviewed the attached listing of records for disposal and hereby directs the Clerk-Treasurer to proceed with the disposal of said records.

Introduced at a regular meeting of the City Council on the _____ day of November, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of November, 2023.

APPROVED by the Mayor the _____ day of November, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

| | | | | | | |
|---|--|---|--|--|-------------------------------|--|
| RECORDS DESTRUCTION DOCUMENT (RM88) | | | | NO. PAGE OF PAGES | | |
| 1. AGENCY NAME AND DIVISION/PROGRAM: City of Laurel | | 2. AGENCY CONTACT: NAME: Kelly Strecker PHONE #: 406-628-7431 EMAIL:kstrecker@laurel.mt.gov | | | | |
| 3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one). <input type="checkbox"/> Delete <input type="checkbox"/> Incinerate <input checked="" type="checkbox"/> Shred as Classified <input type="checkbox"/> Toss without Restriction <input type="checkbox"/> Other: Explain | | | | | | |
| 4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or Offer to the State Historical Society Archives has been fully justified, and that further retention is not required for any litigation pending or imminent. <u>Documentation attached from Historical Society.</u> SIGNATURE: NAME AND TITLE: DATE: | | | | | | |
| 5. LIST OF RECORD SERIES | | | | | | |
| NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed. | | | | | | |
| a. Retention Schedule Number | b. Item number listed on Retention Schedule | c. Record Series Title | d. Retention in months/years | e. Inclusive Dates | f. Volume in Cubic Feet | g. Disposition Action and Date completed after Authorization |
| 8 | 1 Pg50 | AR Activity Ambulance | 5y | FY 13, 13, 16, 17 | 1 | |
| 8 | 3 Pg 53 | Journal Adjustments Records | 5y | FY 08, 09, 10, 11, 12, 13, 14, 15, 16, 17 | 1 | |
| 8 | 5 Pg 62 | Budget Working Papers | 5 y | FY 16,17,18 | 1 | |
| 8 | 6 Pg 78 | Insurance: Claims | 2y | FY 13, 14 | .5 | |
| 8 | 20a Pg 81 | Workers Comp. | 2y | FY 14, 15 | .5 | |
| 8 | 8Pg116 | Monthly Operating Reports | 5y | FY15 | .5 | |
| 8 | 3 Pg50 | AR Trial Balance | 5y | FY13/14 | 1 | |
| 8 | 1b Pg 34 | CDBG Project File | 5y | FY 09, 10 | 1 | |
| 6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated. Custodian/Records Manager Name: Date: Signature: | | | 7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g. Name and Title: Signature: | | | |

5. LIST OF RECORD SERIES-CONTINUED

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

| a. Retention Schedule Number | b. Item number listed on Retention Schedule | c. Record Series Title | d. Retention in months/years | e. Inclusive Dates | f. Volume in Cubic Feet | g. Disposition Action and Date completed after Authorization |
|---------------------------------------|--|---|------------------------------------|---|-------------------------------|--|
| 8 | 9 Pg 79 | Labor Union Negotiations Records | 8y | 2011 | 1 | |
| 8 | 5 Pg 25 | Claims | 5y | FY 11, 12, 13, 14, 15, 16, 17, 18 | Electronic | |
| 8 | 5 Pg 90 | Permits | 5y | FY 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18 | 1 | |
| 8 | 4 Pg 22 | Commission/Council Meetings:Sound/Video Recordings | 1y | FY 22 | Electronic | |
| 8 | 3b Pg 20 | Commission/Council Meetings: Agendas | 2y | FY 92-21 | 1 | |
| 8 | 3b Pg 22 | Boards/Commissions Agendas | 2y | FY 99-21 | 1 | |
| 8 | 3a Pg 62 | Bid & Proposal | 8y | FY 07-14 | 1 | |
| 8 | 8 Pg 83 | W-2 | 4y | FY81-00 | 1 | |
| 8 | 12 Pg 79 | Payroll Registers | 50y | FY 57-72 | .25 | |
| 8 | 1 Pg 47 | Bank Statements | 5y | FY 16, 17 | 1 | |
| 8 | 2 Pg 53 | Revenue Vouchures | 5y | FY16, 17 | 1 | |
| 8 | 3 Pg 110 | Deposits | 3y | FY 16, 17 | 1 | |
| 8 | 3 Pg 50 | Balancing | 5y | FY 16, 17 | 1 | |
| 8 | 2 pg 48 | Cancelld Vendor Checks | 5y | FY 17 | 1 | |
| 8 | 13 pg 65 | Insurance Policies | 5y | FY12, 13, 14, 15,16,17 | 2 | |
| 8 | 18 PG 80 | Requistion For Hiring | 2y | FY 17, 18, 19, 20, 21 | 1 | |
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File Attachments for Item:

7. Ordinance - An Ordinance Amending Title 12, Chapters 12.18.010 And 12.18.060 Of The Laurel Municipal Code Related To Special Events Permits.

ORDINANCE NO. 023-_____

AN ORDINANCE AMENDING TITLE 12, CHAPTERS 12.18.010 AND 12.18.060 OF THE LAUREL MUNICIPAL CODE RELATED TO SPECIAL EVENTS PERMITS.

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating Chapters, Sections, and Subsections to address situations and problems within the City and to remain in accordance with Montana law;

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 12.18 *et al*, as noted herein, and hereby recommends the same to the City Council for their full approval; and

WHEREAS, the proposed changes to the existing LMC § 12.18.010 and 12.18.060 are attached hereto and hereby fully incorporated herein. *See* attached revised Chapters and proposed Ordinance changes.

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.

Introduced and passed on first reading at a regular meeting of the City Council on the _____ day of _____, 2023, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the _____ day of _____, 2023, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the _____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Chapter 12.18 SPECIAL EVENT PERMITS

12.18.010 Requirement to obtain special event permit.

- A. It is unlawful for any person to conduct any event in or upon any public street, highway, sidewalk, alley, or other public way owned, controlled, or maintained by or within the city, or knowingly participate in any such event, unless and until a special event permit to conduct such event has been obtained from the city.
- B. It is unlawful for any person to conduct any event in or upon property owned, controlled, or maintained by the city, or knowingly participate in any such event, unless and until a special event permit to conduct such event has been obtained from the city if:
 - 1. The event involves more than ~~fifty~~twenty-five people;
 - 2. The event involves the consumption of alcoholic beverages;
 - 3. The event involves the physical alteration to city property;
 - 4. The event involves vending/solicitation; or
 - 5. If fees are to be collected by the permittee for the event.
- C. The following activities are exempt from the special event permit requirement: funeral processions, lawful picketing on sidewalks when the number of participants does not substantially impede, obstruct, impair, or interfere with the free use of the sidewalk or the conduct of business, and activities conducted by a governmental agency acting within its scope of authority.

(Ord. 07-03 (part), 2007)

(Ord. No. O22-06, 11-8-2022)

12.18.060 Insurance and indemnity.

Sponsoring persons, organizations, companies, corporations, or other entities applying for a special event permit shall hold the city harmless and indemnify from any and all claims, damages, losses and expenses arising from the special event. Applicants for a special event permit shall agree in writing to hold harmless and indemnify the city for any and all claims, lawsuits, or liability, including attorney's fees and costs allegedly arising out of the loss, damage, or injury to persons or personal or public property occurring during the course of or pertaining to the special event caused by the events sponsoring organizations, companies, corporations, or other entities, their officers, employees, or agents.

The sponsoring organization shall carry appropriate insurance as required by the city, including comprehensive general liability, automobile liability and/or designated premises liability in the minimum amount of ~~one~~two million dollars per occurrence and ~~two~~four million dollars aggregate per event or location, and when deemed necessary, the City can require more insurance coverage for higher-exposure events. The city must be named as an additional named insured.

The mayor has the authority to waive the requirements contained in this section. Additionally, the mayor may require insurance coverage in a higher or lower amount based upon the type of special event, the number of persons anticipated to attend the special event, or the anticipated number of persons participating in the special event.

Each applicant shall execute a hold harmless agreement in a form approved by the city agreeing to defend, indemnify, and hold harmless the city against losses and liabilities incurred from the conduct of the applicant or its officers, employees, and agents. The agreement must be submitted to the mayor with the application for a special event permit.

(Ord. 07-03 (part), 2007)

(Ord. No. O14-02, 7-15-2014; Ord. No. O22-06, 11-8-2022)