



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, NOVEMBER 04, 2025
6:30 PM
COUNCIL CHAMBERS**

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

Executive Review

- 1. EMS:** Resolution - A Resolution Of The City Council Of The City Of Laurel, Montana Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Purchase Of An Ambulance From Apgar Ambulance.
- 2. Planning:** Resolution - A Resolution Of The City Council Of The City Of Laurel, Montana Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Bernhard Ditch Improvements Project.
- 3. Mayor:** Resolution - A Resolution Of The City Council Of The City Of Laurel, Montana Appointing A Special Prosecutor.
- 4. Mayor:** Resolution - A Resolution Of The City Council Declaring Certain City Of Laurel Property As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.

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. 5100, 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. EMS: Resolution - A Resolution Of The City Council Of The City Of Laurel, Montana Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Purchase Of An Ambulance From Apgar Ambulance.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL,
MONTANA AWARDING THE BID AND AUTHORIZING THE MAYOR TO
EXECUTE ALL CONTRACT AND RELATED DOCUMENTS FOR THE
PURCHASE OF AN AMBULANCE FROM APGAR AMBULANCE.**

WHEREAS, the City of Laurel (hereinafter “the City”) is in need of an Ambulance for the Emergency Medical Services Department;

WHEREAS, the City has complied with its procurement policy and Montana law by utilizing a competitive bid process to ensure the Ambulance 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 from whom to purchase the Ambulance by publicly advertising the bid pursuant to Montana law;

WHEREAS, the City received a responsive bid from Apgar Ambulance for the Ambulance;

WHEREAS, Apgar Ambulance’s bid for the sale of the Ambulance is for the total cost of two hundred fifty thousand six hundred seventy-six dollars and no cents (\$250,676.00);

WHEREAS, Apgar Ambulance 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 purchase the Ambulance and/or can make appropriate and reasonable lending arrangements, and it is in the City’s best interests to proceed with the purchase of the Ambulance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council accepts the bid with Apgar Ambulance, and the Mayor is authorized to execute all contract and related documents with Apgar Ambulance for the purchase of the Ambulance, pursuant to the terms and conditions contained in the attached bid for the total cost of two hundred fifty thousand six hundred seventy-six dollars and no cents (\$250,676.00).

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

PASSED and APPROVED by the City Council of the City of Laurel the 10th day of November, 2025.

APPROVED by the Mayor the 10th day of November, 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

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: 2024 or newer Type I Diesel Ambulance

Enter full Company Name and Address

Apgar Ambulance
300 Dunwoody Lane
Columbia Falls, MT 59912

CONDITIONS AGREEMENT

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

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and that date set forth herein.


Signature

P.O.A. for Apgar Ambulance
Title

10/21/25
Date

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 21 day of October, 2025, by and between
the City of Laurel and Apsar Ambulance.

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

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

CONTRACT SPECIFICATION:

TIME OF COMPLETION: Delivery of goods, equipment, 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
Invitation 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.


Contractor

By: Heather Tudor P.O.A Apsar Ambulance
Title P.O.A. Apsar Ambulance

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









Steve Apgar



Cell - (503) 720-4067



Website - www.apgarambulance.com

APGAR AMBULANCE LLC
300 Dunwoody Lane
Columbia Falls, Montana 59912
503-720-4067
Federal I.D. No.: 20-3365474

Purchase Agreement Estimate for:

City of Laurel Upon approval.
 PO Box 10
 Laurel, Montana 59044

Purchase from

Apgar Ambulance LLC
 300 Dunwoody Lane
 Kalispell, Montana 59901
 503-720-4067
 Shop Phone 406-885-0086

Customer P.O.	Order Day	Ship Day	Ship Via	Delivered To	Terms
CLEMS001	11-12-2025		driver	customer	30 Days

Description	VIN Number	Price US\$
Proposal for purchase of a new built 2024 RAM 4500 MXP 150E - D24-117563. Demo Demers Ambulance V.I.N. Is 3C7WRLBL9RG280022 Cost: Ambulance as is - \$250,676.00 Rough estimate to make it road ready: -\$79,000 Stryker V2 and V2 Stryker Cot -\$5900.00 Graphics -\$5600. Ali-Arc Aluminum Grille Install -\$1800. Dealer Prep, hook up batteries, wash detail, Total from Apgar Ambulance for Road Ready - \$343,426.00 Total from Apgar Ambulance for Ambulance and Stryker Power Cot/Power load system - \$329,676.00 Total from Apgar Ambulance for Ambulance only / not road ready - \$250,676.00 2024 RAM 4500 Chassis Demers MXP 150 module. 150" Ambulance March 2024 Build. C.A.S.S. Certified.	VIN:3C7WRLBL9RG290022 MXP 150E -D24-117563 Include Installing cost for Apgar supplied Power floor Plate TOTAL Ambulance With shipping \$1500. and Install price of \$2780. client supplied.Loader and Power Cot. Graphics per new regulations including Chevrons Estimated by local Vend	MSRP. Insured Value \$279,863.00 \$250,676.00 Clearance Total Ambulance Only Price \$250,676.00
TOTAL AMOUNT TO for Title and Delivery PAY -----> We do offer Trade ins.		

Payment and wire transfer account information:

APGAR AMBULANCE L.C. OFFICE • 300 Dunwoody Lane • Columbia Falls, Montana 59912

Bank Information	Account Information
Freedom Bank Columbia Falls 530 9 TH STREET WEST COLUMBIA FALLS, MT 59901 (406)-892-6631	Account Name: Apgar Ambulance LLC Business Account Number: 21009667 ABA Routing Number: 092905456 All County Checks please Note send to Bank Address.

File Attachments for Item:

2. Planning: Resolution - A Resolution Of The City Council Of The City Of Laurel, Montana Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Bernhard Ditch Improvements Project.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL,
MONTANA AWARDED THE BID AND AUTHORIZING THE MAYOR TO
EXECUTE ALL CONTRACT AND RELATED DOCUMENTS FOR THE
BERNHARD DITCH IMPROVEMENTS PROJECT.**

WHEREAS, the City of Laurel (hereinafter “the City”) is in need of improvements to the Bernhard Ditch (hereinafter “the Project”);

WHEREAS, the City has complied with its procurement policy and Montana law by utilizing a competitive bid process to ensure the Project 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 from whom to engaged with on the Project by publicly advertising the bid pursuant to Montana law;

WHEREAS, the City received a responsive bid from Earth Movers Excavation for the Project;

WHEREAS, Earth Movers Excavation’s bid for the Project is for the total cost of five hundred eighty-seven thousand four hundred ten dollars and no cents (\$587,410.00);

WHEREAS, Earth Movers Excavation was the lowest qualified bidder, and such bid is attached hereto and incorporated by reference herein; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council accepts the bid with Earth Movers Excavation, and the Mayor is authorized to execute all contract and related documents with Earth Movers Excavation for the Project, pursuant to the terms and conditions contained in the attached bid for the total cost of five hundred eighty-seven thousand four hundred ten dollars and no cents (\$587,410.00).

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

PASSED and APPROVED by the City Council of the City of Laurel the 10th day of November, 2025.

APPROVED by the Mayor the 10th day of November, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Plans and Specifications

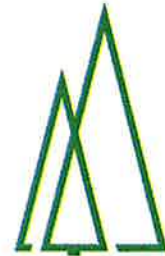
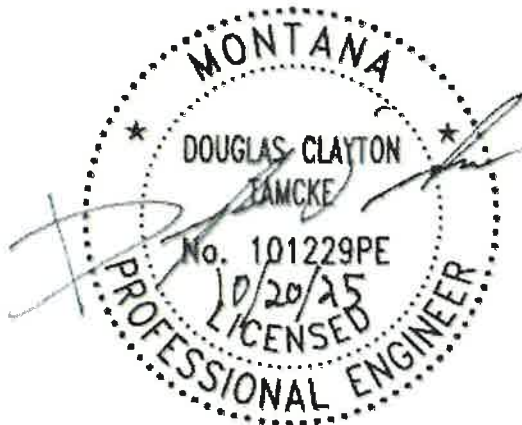
Bernhardt Ditch Improvements

Laurel Urban Renewal Agency

Laurel, Montana



The above hereby certifies that these plans and specifications were prepared by me or under my direct supervision, and that I am a duly registered professional engineer in the State of Montana.



TRIPLE TREE
ENGINEERING

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Bernhardt Ditch Improvements – City of Laurel

(Name of Project)

115 W 1st Street, Laurel, MT 59044

(Location)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

B. See attached Bid Form.

C. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	10/30/25 <i>ABC</i> 10/24/25
2	10/27/25
3	10/28/25

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:



PO Box 957
Laurel, MT 59044
Office: (406) 598-6007

October 30th, 2025

To Whom It May Concern:

Earth Movers Excavation, Inc. is a Montana Corporation incorporated in 2009. Per our articles of incorporation, AJ Leavitt is the sole owner, President, and controller of and for the company. As such, AJ Leavitt is the sole legal signor for Earth Movers Excavation. Thank you.

Sincerely,

Melissa Jimenez
Office Administrator
Earth Movers Excavation
406-690-7266

Bidder: Earth Movers Excavation, Inc.
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: AJ Leavitt
(typed or printed)

Title: Pres.
(typed or printed)

Date: 10/30/25
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]
(individual's signature)

Name: Melissa Jimenez
(typed or printed)

Title: OFFICE MGR
(typed or printed)

Date: 10/30/25
(typed or printed)

Address for giving notices:

PO BOX 957
Laurel, MT 59044

Bidder's Contact:

Name: Dana Babcock
(typed or printed)

Title: Estimator
(typed or printed)

Phone: 406-598-6007

Email: dana@emxmt.com

Address: PO BOX 957
Laurel, MT 59044

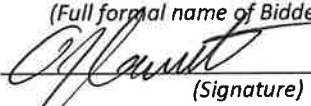
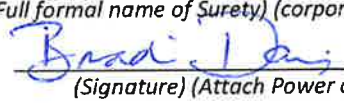
Bidder's Contractor License No.: (if applicable) 160655

Exhibit A

BID FORM:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
100	MOBILIZATION/DEMOLITION	1	LS	24,517.00	\$24,517.00
101	GENERAL REQUIREMENTS	1	LS	37,296.00	\$37,296.00
102	TRAFFIC CONTROL	1	LS	11,881.00	\$11,881.00
200	EXISTING STRUCTURE DEMOLITION	1	LS	3,648.00	\$3,648.00
201	CURB & GUTTER DEMOLITION	66	LF	32.00	\$2,112.00
202	ASPHALT DEMOLITION	30	SY	70.00	\$2,100.00
203	EXISTING FETS REMOVAL	10	EA	1,620.00	\$16,200.00
300	MODIFIED DIVERSION STRUCTURE	1	LS	26,847.00	\$26,847.00
301	MODIFIED DIVERSION STRUC GRATES	1	LS	12,580.00	\$12,580.00
302	24" X 48" SLIDE MOUNTED SLIDE GATE	1	EA	10,054.00	\$10,054.00
303	PRECAST DIVERSION STRUCTURE	1	LS	31,739.00	\$31,739.00
304	CAST IN PLACE WEIR WALL	1	LS	5,944.00	\$5,944.00
305	PRECAST DIVERSION STRUCT GRATES	1	LS	16,447.00	\$16,447.00
306	24" RCP OVERFLOW PIPE	17	LF	1,040.00	\$17,680.00
307	42" X 60" WALL MOUNTED SLIDE GATE	1	EA	18,113.00	\$18,113.00
308	30" X 42" WALL MOUNTED SLIDE GATE	2	EA	15,609.00	\$31,218.00
400	PARKING AREA & APPROACH EXC & BCKFL	1	LS	1,788.00	\$1,788.00
401	3/4" ROAD BASE	44	CY	55.00	\$2,420.00
402	ASPHALT	15	TON	232.00	\$3,480.00
403	CURB & GUTTER	66	LF	75.00	\$4,950.00
404	APPROACH CURB RETURN FILLETS	2.00	EA	3,063.00	\$6,126.00
405	IMPORTED BACKFILL & COMPACTION	983	CY	48.00	\$47,184.00
500	44" ARCH PIPE	543	LF	181.00	\$98,283.00
501	29" ARCH PIPE	559	LF	175.00	\$97,825.00
600	3/4" CRUSHED LIMESTONE	267	CY	120.00	\$32,040.00
601	SEPARATION FABRIC	2404	SY	1.25	\$3,005.00
602	KARL FOERSTER PLANTS	45	EA	343.00	\$15,435.00
603	TOPSOIL & SEEDING	722	SY	9.00	\$6,498.00
					\$587,410.00

BID BOND (PENAL SUM FORM)

Bidder Name: Earth Movers Excavation, Inc Address (principal place of business): PO Box 957 Laurel, MT 59044	Surety Name: Old Republic Surety Company Address (principal place of business): P. O. Box 1635 Milwaukee, WI 53201-1635
Owner Name: City of Laurel Address (principal place of business): 115 W 1st Street Laurel, MT 59044	Bid Project (name and location): Bernhardt Ditch Improvements, Laurel, MT Bid Due Date: October 30, 2025
Bond Penal Sum: 10% Ten Percent of Amount Bid Date of Bond: October 28, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Earth Movers Excavation, Inc (Full formal name of Bidder) By: <u></u> (Signature) Name: <u>AS Leavitt</u> (Printed or typed) Title: <u>Pres.</u> Attest: <u></u> (Signature) Name: <u>Dana Babeock</u> (Printed or typed) Title: <u>Estimator</u>	Surety Old Republic Surety Company (Full formal name of Surety) (corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: <u>Brandi Davis</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u></u> (Signature) Name: <u>Sami Benson</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Brandi Davis

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Earth Movers Excavation, Inc

Obligee: City of Laurel

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.


Assistant Secretary



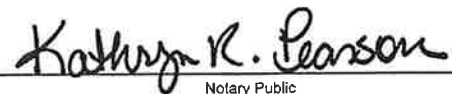
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026

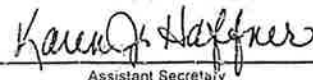
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 28th day of October, 2025.


Assistant Secretary

File Attachments for Item:

3. Mayor: Resolution - A Resolution Of The City Council Of The City Of Laurel, Montana Appointing A Special Prosecutor.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL,
MONTANA APPOINTING A SPECIAL PROSECUTOR.**

WHEREAS, the Laurel City Prosecutor has a conflict of interest in the pending Laurel City Court cases (Cause No. TK-2025-383) and (Cause No. TK-2025-389);

WHEREAS, Montana Code Annotated 7-4-4605(1)(2) allows the city council to employ additional council in special cases on a contract basis; and

WHEREAS, a special prosecutor needs to be appointed by the City of Laurel to represent the City in said case; and

WHEREAS, Cole Catlin of Catlin Law PLLC (2722 Third Ave. N., Suite 400, Billings, MT 59101) has agreed to represent the City of Laurel in said cases.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City appoints Cole Catlin, attorney at law, as the special prosecutor for the City to prosecute the pending Laurel City Court cases (Cause No. TK-2025-383) and (Cause No. TK-2025-389), and the City shall compensate Mr. Catlin at the rate of \$150.00 per hour for services so rendered, and reimbursement for postage and incidentals.

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

PASSED and APPROVED by the City Council of the City of Laurel the 10th day of November, 2025.

APPROVED by the Mayor the 10th day of November, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY PROSECUTOR
115 W. 1ST ST.
PHONE: 633-3961
cityprosecutor@laurel.mt.gov

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Kurt Markegard
Laurel City Administrator
PO Box 10
Laurel, MT 59044

October 27, 2025

RE: Appointment of Special Prosecutor – Conflict Case(s)

Mr. Markegard,

A conflict of interest has arisen in two cases in Laurel City Court, preventing me from acting as prosecutor in these cases. Specifically, the Defendant charged in Laurel City Court matters TK-2025-383 and TK-2025-389, is the listed victim and primary witness in TK-2025-0157 and other related cases.

Pursuant to my ethical responsibilities under the Montana Rules of Professional Conduct and the obligations owed to victims of crimes under Montana Code Section 46-24-101, et seq., I cannot simultaneously prosecute an individual who is also listed as the victim in separate ongoing matters.

I have reached out to the City Attorney to request assistance with this conflict, however due to scheduling constraints she is unable to provide prosecution services in these matters. Consequently, I am respectfully requesting the City of Laurel seek to appoint a Conflict Prosecutor for these specific cases, or on an ongoing basis at the City's discretion, as permitted under Montana Code Section 7-4-4605.

To that end, I have discussed the nature of the services required with Cole Catlin, of Catlin Law, PLLC, who has considerable legal experience in these types of cases as a former prosecutor for the Yellowstone County Attorneys Office. Mr. Catlin has indicated that he is willing and able to serve as a conflict prosecutor if approved by the City of Laurel at a rate of \$150.00 per hour. Based on the nature of these two cases, I estimate approximately 10-12 hours of total billable time will be required.

If you have any further questions, or concerns, please reach out to me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Owens".

Nick Owens
Laurel City Prosecutor

File Attachments for Item:

4. Mayor: Resolution - A Resolution Of The City Council Declaring Certain City Of Laurel Property As “Surplus” Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.

RESOLUTION NO. R25-__

A RESOLUTION OF THE CITY COUNCIL DECLARING CERTAIN CITY OF LAUREL PROPERTY AS “SURPLUS” AVAILABLE FOR SALE OR TRADE TO THE PUBLIC OR OTHER GOVERNMENTAL ENTITIES OR VENDORS.

WHEREAS, the City of Laurel has inventoried vehicles, equipment, and other items that are no longer of use to the City; and

WHEREAS, in accordance with Mont. Code Ann. § 7-8-420(1), the City of Laurel City Council has the authority to sell or otherwise dispose of the property by declaring it surplus; and

WHEREAS, the surplus items shall be offered to the public for sale or utilized by the City for purposes of trade or sale to obtain new equipment or property for use by the City of Laurel.

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

1. The City of Laurel City Council declares the property included on the attached “Schedule A” as “surplus property” pursuant to Montana law; and
2. The Mayor and City Staff are authorized to dispose of the surplus property through public sale or trade with any governmental entity or group in order to obtain new property for City use.

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

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

APPROVED by the Mayor the 10th day of November 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Exhibit A
2025 Fall Surplus Sale

1992 Spartan Fire Truck	VIN# 4S7DT9DO1NC004537

Suggested minimum bid \$25,000