



**AGENDA
CITY OF LAUREL
SPECIAL CITY COUNCIL MEETING
THURSDAY, SEPTEMBER 25, 2025
6:00 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

Correspondence

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.*

Ceremonial Calendar

Reports of Boards and Commissions

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

- 1.** Resolution No. R25-88: A Resolution Of The City Council Authorizing The Mayor To Approve A Change Order With Knife River For The Project Known As The Southside Paving Project

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. Resolution No. R25-88: A Resolution Of The City Council Authorizing The Mayor To Approve A Change Order With Knife River For The Project Known As The Southside Paving Project

RESOLUTION NO. R25-88

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
APPROVE A CHANGE ORDER WITH KNIFE RIVER FOR THE PROJECT
KNOWN AS THE SOUTHSIDE PAVING PROJECT.**

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

Section 1: Approval. The Change Order for the Project known as the Southside Paving Project, which Change Order is contained in the Work Change Directive No. 1, a copy attached hereto and incorporated herein (hereinafter “the Change Order”), is hereby approved. The Change Order authorizes an additional twenty-five thousand (25,000) square footage of asphalt paving, resulting in an increase to the original contract price in the amount of Forty-Six Thousand One-Hundred Eighty Dollars and No Cents (\$46,180.00).

Section 2: Execution. The Mayor is hereby given authority to execute the Change Order (Work Change Directive No. 1) on behalf of the City.

Introduced at a special meeting of the City Council on the 25th day of September, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of September, 2025.

APPROVED by the Mayor the 25th day of September, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Matt Wheeler

From: Matt Wheeler
Sent: Monday, September 22, 2025 10:36 AM
To: 'McKeever, Todd'
Cc: City Mayor; Kurt Markegard; Kelly Strecker; Brittney Harakal; Jason Gonzales
Subject: RE: KRC-Laurel South Side Streets

Todd the mayor has given the go ahead for you to start work on this project. We will get a change order put together. thankyou

Matt Wheeler
Public Works Director
City of Laurel, Montana
406-208-1885

From: McKeever, Todd <Todd.McKeever@kniferiver.com>
Sent: Monday, September 22, 2025 9:52 AM
To: Matt Wheeler <mwheeler@laurel.mt.gov>
Subject: KRC-Laurel South Side Streets

Matt
The price increase to go from the original bid quantity of 74,000 sf to the infield measurement of 99,900 sf is \$46,180.00.
Thank you,

Todd McKeever
Construction Manager
Knife River-Billings
Office – 406-651-2485
Cell - 406-208-0730
Fax - 406-655-2009

Work Change Directive

No. 1

Date of Issuance: Sept 22 2025 Effective Date: Sept 22 2025

Project: <u>South Side Paving Project</u>	Owner: <u>City of Laurel</u>	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: <u>Knitz River</u>		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
<u>1</u>	<u>Add 25,000 square foot of Asphalt Paving</u>

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ 46,180.50 (increase/decrease) Contract Time No change (increase/decrease) days

Recommended for Approval by Engineer: <u>[Signature]</u>	Date <u>Sept 22 25</u>
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

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 the CONTRACT SPECIFICATIONS: 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
Time and date of delivery

(INSERT DESCRIPTION OF BID ITEM(S))

Net FOB Laurel, Montana \$ 196,222⁰⁰
One Hundred Ninety-Six Thousand Two Hundred Twenty-Two and no/100

(OPTIONAL: ATTACH TEXT PLANS, IF APPLICABLE)


Vice President
Kari River
7/22/2025



END: FORM OF PROPOSAL (BID PROPOSAL)



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Knife River - Billings

P.O. Box 80066

Billings, MT 59108

OWNER:

(Name, legal status and address)

City of Laurel

115 W. First Street, P.O. Box 10

Laurel, MT 59044

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Southside Paving Project

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of July, 2025.

Kelly Martinson
(Witness)

Knife River - Billings
(Contractor as Principal)

By: [Signature]
(Title) Vice President

Liberty Mutual Insurance Company
(Surety)

By: [Signature]
(Title) Haley Pflug, Attorney-in-Fact



Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

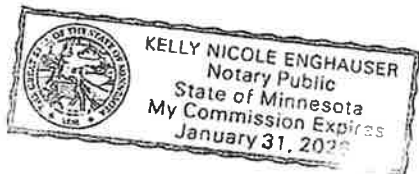
LMS-20862e 02/21

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 18th day of July 2025, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.


Notary Public





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213854 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Kelly Nicole Enghausen, Heather R. Goedtel, Erik T. Gunkel, Michelle Halter, Jessica Hecker, Kathryn E. Kade, Nicole Langer, Craig Olmstead, Haley Pflug, Laurie Pflug, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of July, 2025.



By:

Renee C. Llewellyn, Assistant Secretary