

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

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address 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 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

<u>1.</u> Approval of Minutes of June 25, 2024.

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.

- 2. Claims entered through July 5, 2024.
- 3. Approval of Payroll for PPE 6/23/2024 totaling \$230,773.04.

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

4. Appointment of Shawn Mullaney to the Public Works Committee.

- 5. Resolution No. R24-49: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With A Team Roofing & Solar.
- <u>6.</u> Resolution No. R24-50: A Resolution To Modify The Previously Approved Compensation Levels For The Volunteer Ambulance Service.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

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

File Attachments for Item:

1. Approval of Minutes of June 25, 2024.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

June 25, 2024

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Council President Sparks at 6:31 p.m. on June 25, 2024.

COUNCIL MEMBERS PRESENT:	Thomas Canape Michelle Mize Casey Wheeler Richard Klose	Heidi Sparks Jessica Banks Irv Wilke
COUNCIL MEMBERS ABSENT:	Jodi Mackay	
OTHER STAFF PRESENT:	Kelly Strecker, Clerk Brittney Harakal, Adu JW Hopper, Fire Chie Travis Nagel, Assista	ministrative Assistant ef

Council President Sparks led the Pledge of Allegiance to the American flag.

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of June 11, 2024, as presented, seconded by Council Member Klose. With no objection, the minutes of the regular meeting of June 11, 2024, as presented, were approved. There was no public comment or Council discussion.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

• Public Hearing: A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2023-2024 Budget.

Council President Sparks opened the public hearing and asked Staff to present the item.

Clerk/Treasurer Strecker briefly introduced the item. This budget amendment includes the annual federal equitable sharing budget amendment. The Library received unexpected money from the State that they needed to spend on smaller libraries in the area. Change to SID 113 to be able to make the second half of the loan payment using its reserve fund. And to make the changes to the splash pad to account for all the donations.

Council President Sparks opened the floor for public comment and stated that copies of the rules governing the public hearing were posted in the council chambers.

Council President Sparks asked three (3) times if there were any proponents. There were none.

Council President Sparks asked three (3) times if there were any opponents. There were none.

Council President Sparks stated that he would not have Staff respond to questions as there were none.

Council President Sparks closed the public hearing.

CONSENT ITEMS:

• Claims entered through June 21, 2024. A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office. • Approval of Payroll Register for PPE 6/9/2024 totaling \$250,145.31.

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. With no objection, the minutes of the Consent Agenda of June 11, 2024, as presented, were approved. There was no public comment or Council discussion.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of June 11, 2024.
- Tree Board Minutes of June 13, 2024.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

• Appointment of Halle Prom and Kaya Lowe to the Laurel Volunteer Fire Department.

Fire Chief Hopper introduced Ms. Lowe to the Council. Ms. Prom was unable to make it this evening due to a work obligation.

Motion by Council Member Canape to approve the Mayor's appointment of Halle Prom and Kaya Lowe to the Laurel Volunteer Fire Department, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

• Resolution No. R24-44: A Resolution Of The City Council Approving The Landfill Use Agreement With The City Of Billings For Use Of The City Of Billings' Landfill Facilities.

<u>Motion by Council Member Klose</u> to approve Resolution No. R24-44, seconded by Council Member Wheeler. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

• Resolution No. R24-45: A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2023-2024 Budget.

<u>Motion by Council Member Banks</u> to approve Resolution No. R24-45, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

• Resolution No. R24-46: A Resolution Of The City Council Authorizing The Adoption Of The City Of Laurel Amended Capital Improvement Plan.

<u>Motion by Council Member Wheeler</u> to approve Resolution No. R24-46, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

• Resolution No. R24-47: A Resolution Of The Council Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Purchase Of A Custom-Chassis Fire Truck From US Fire.

<u>Motion by Council Member Klose</u> to approve Resolution No. R24-47, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

• Resolution No. R24-48: A Resolution Of The City Council Approving The Montana Department Of Transportation Title VI Plan For The City Of Laurel Transit.

<u>Motion by Council Member Mize</u> to approve Resolution No. R24-48, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION: None.

MAYOR UPDATES: None.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

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

There being no further business to come before the Council at this time, the meeting was adjourned at 6:43 p.m.

Brittney Harakal, Administrative Assistant

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

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

4. Appointment of Shawn Mullaney to the Public Works Committee.

Good Morning.

I am seeking appointment to the public works committee. As a downtown business owner and an interest in the community i believe i have worthwhile vision for the community as a whole.

Thank you for your consideration Shawn Mullaney 406 672 4406

File Attachments for Item:

5. Resolution No. R24-49: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With A Team Roofing & Solar.

RESOLUTION NO. R24-49

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH A TEAM ROOFING & SOLAR.

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

Section 1: <u>Approval</u>. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter "the City") and A Team Roofing & Solar, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: <u>Execution</u>. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with A Team Roofing & Solar on behalf of the City.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 9th day of July, 2024, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and A Team Roofing & Solar, a contractor licensed to conduct business in the State of Montana, whose address is 354 S Billings Blvd, Billings, MT 59101, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated June 18, 2024, attached hereto as Exhibit "A" and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor eight thousand four hundred dollars and no cents (\$8,400.00) for the work described in Exhibit A. Any alteration or deviation form 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 subcontracts in any dealings between Contractor and any third parties. The City is interested solely in the

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FIVE INDEMNITY AND INSURANCE

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

SECTION SIX COMPLIANCE WITH LAWS

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

SECTION SEVEN NONDISCRIMINATION

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

SECTION EIGHT DEFAULT

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

SECTION NINE TERMINATION

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

SECTION TEN GOVERNING LAW AND DISPUTE RESOLUTION

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

SECTION ELEVEN ATTORNEY FEES

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

SECTION TWELVE ENTIRE AGREEMENT

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

SECTION THIRTEENTH Assignment of Rights

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

SECTION FOURTEEN SEVERABILITY

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

SECTION FIFTEEN PARAGRAPH HEADINGS

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 9th DAY OF JULY 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

ATTEST:

A Team Roofing & Solar

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

STANDING SEAM METAL ROOF JUN 18, 2024





ateam@roofsbyateam.com 18002832640



JUSTIN BAKER

jbaker@laurel.mt.gov 4063210208

> P.O. Box 10 Laurel, MT 59044

QUOTE DETAILS

Description	Qty	Unit price	Line total
Tuff Rib Metal Roof(s) and Metal Siding			
Re-Roof and Side 3 Structures	1	\$8,400.00	\$8,400.00
		Quote subtotal	\$8,400.00
		Total	\$8,400.00

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AUTHORIZATION PAGE

Quote Details

\$8,400.00

Name: Justin Baker Address: P.O. Box 10, Laurel, MT

Description

 \Box

Qty Unit price Line total

Customer Comments / Notes

24/24 Ŀ

Justin Baker:

Date:

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S Carpentry/Roofing P.O. Box 250 · Laurel, MT 59044 **406-861-9644**

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City of Laurel	406-628-7431 6-13-2024
STREET JO	B NAME
	Pump Stations
CITY, STATE, AND ZIP CODE JO Laurel, Mt	East & West Maryland
ARCHITECT DATE OF PLANS JO	B PHONE
We hereby submit specifications and estimates for:	
Js Carpentry will apply	y steel on roofs and walls. On West pump station
replace one sheet of plywood also.	
Materials & Labor \$	§ 9454.00
Materials \$ 2975.00	
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We Propose hereby to furnish material and labor - comple	te in accordance with above specifications for the sum of:
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File Attachments for Item:

6. Resolution No. R24-50: A Resolution To Modify The Previously Approved Compensation Levels For The Volunteer Ambulance Service.

RESOLUTION NO. 24-50

A RESOLUTION TO MODIFY THE PREVIOUSLY APPROVED COMPENSATION LEVELS FOR THE VOLUNTEER AMBULANCE SERVICE.

WHEREAS, the City Council previously established and approved compensation levels for the Volunteer Ambulance Service through the adoption of Resolution No. R11-106; and

WHEREAS, the Ambulance Director recently reviewed the previous compensation levels and is requesting and recommending revisions to the compensation levels; and

BE IT RESOLVED, that Resolution No. R08-117 is modified to reset the compensation of the members of the Volunteer Ambulance Service as follows:

On-Call Rates: All non-probationary volunteers shall be compensated at a rate of \$4.00 per hour for EMT and \$6.00 per hour for Paramedic/Registered Nurse. Volunteers shall be probationary for six months at a rate of \$1.00 less per hour.

Standby: \$10.00 per hour – for each attendant working standby for a special event. The special event needs to pay the Ambulance Service in advance for working the event.

Transport Call: \$20.00 per/call

Non-Transport Call with Treatment: \$15.00 per/call

Non-Transport no Treatment: \$7.50 per/call

Long Distance Transport: \$10.00 per/hour

Call out stipends will be doubled during certain times of the years listed below: From 5 pm, December 24 to Midnight, December 25 From 5 pm, December 31 to Midnight, January 1 From Midnight to Midnight on the following holidays: Memorial Day Independence Day Labor Day Thanksgiving Day

No member of the Volunteer Ambulance Service shall receive other compensation from the City except as provided by this Resolution.

BE IT FURTHER RESOLVED, the Officers of the Volunteer Ambulance Service shall receive, in addition to the compensation above, the compensation as follows:

Assistant Director:	\$4,000 per year
Billing:	\$3,600 per year

No officer of the Volunteer Ambulance Service shall receive other compensation from the City except as provided for by this resolution.

BE IT FURTHER RESOLVED that the City grants the Ambulance Director discretion to adjust the billed rates for compensation for the Volunteer Ambulance Service, based upon various contractual arrangements made with parties that the Ambulance Service contracts with, pursuant to the Mayor's prior approval of such adjustments.

Introduced at a meeting of the City Council on July 9, 2024, by Council Member

PASSED AND APPROVED by the City Council of the City of Laurel this 9th day of July 2024.

APPROVED by the Mayor this 9th day of July, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk/Treasurer

Approved as to form:

Michele Braukmann, Civil City Attorney