



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JULY 02, 2024
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

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

Executive Review

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With A Team Roofing & Solar.
3. Resolution - A Resolution To Modify The Previously Approved Compensation Levels For The Volunteer Ambulance Service.

Council Issues

4. City/County Planning Changes Discussion

Other Items

Attendance at Upcoming Council Meeting

Announcements

5. Employee Recognition

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. Appointment of Shawn Mullaney to the Public Works Committee.

From: [Shawn Mullaney](#)
To: [Brittney Harakal](#)
Subject: Public works
Date: Monday, June 24, 2024 9:41:18 AM

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:

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With A Team Roofing & Solar.

RESOLUTION NO. R24-__

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: Approval. 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: Execution. 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 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 9th DAY OF JULY 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

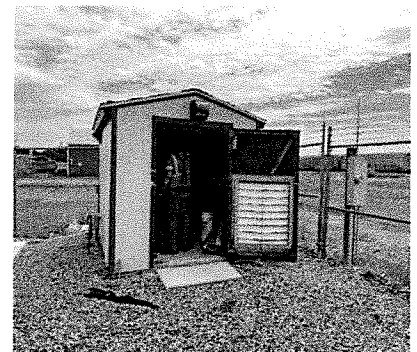
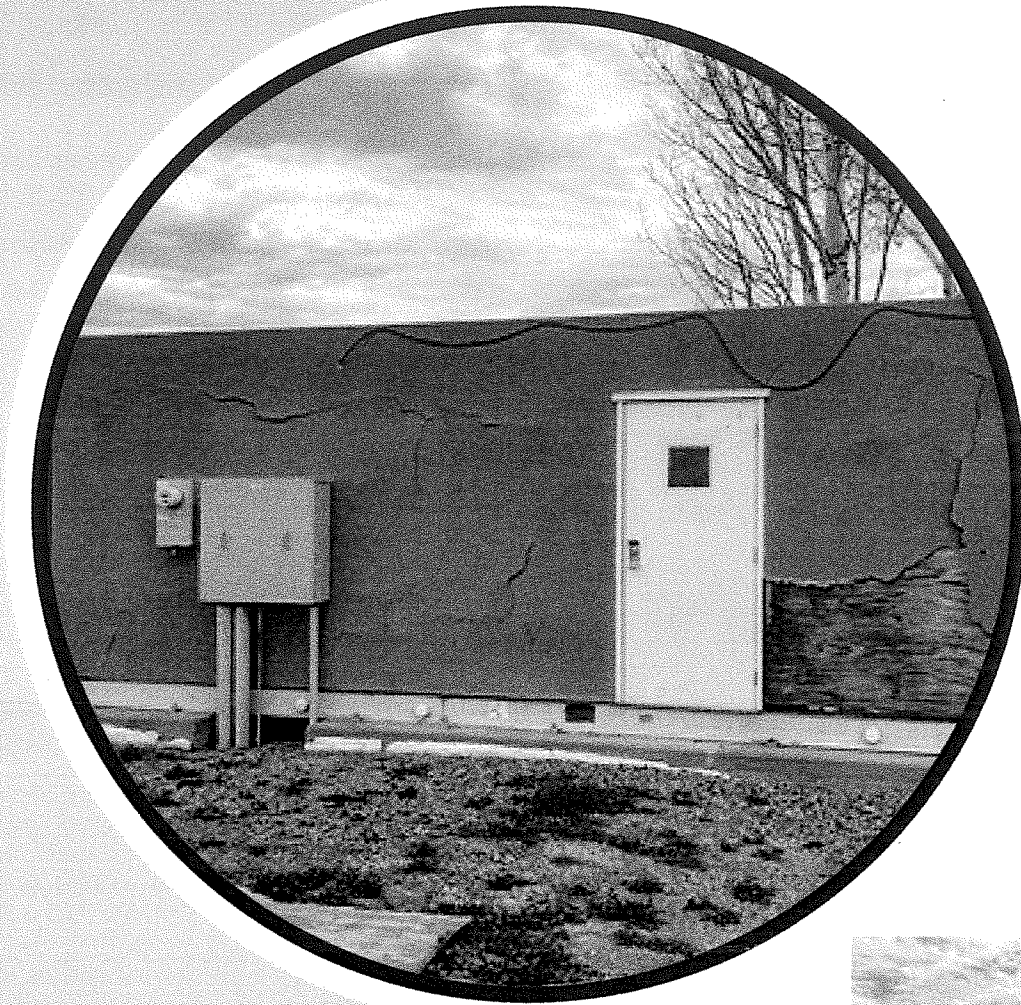
A Team Roofing & Solar

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

STANDING SEAM METAL ROOF
JUN 18, 2024



Welcome to the A-Team!!

ateam@roofsbyteam.com
18002832640

JUSTIN BAKER

jbaker@laurelmt.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

AUTHORIZATION PAGE

Quote Details

\$8,400.00

Name: Justin Baker

Address: P.O. Box 10, Laurel, MT

Description

Qty

Unit price

Line total



Customer Comments / Notes

David Wojan 6/24/24

Justin Baker:

Date:

PROPOSAL

JS Carpentry / Roofing

P.O. Box 250 • Laurel, MT 59044

406-861-9644

PROPOSAL SUBMITTED TO City of Laurel		PHONE 406-628-7431	DATE 6-13-2024
STREET		JOB NAME Pump Stations	
CITY, STATE, AND ZIP CODE Laurel, Mt		JOB LOCATION East & West Maryland	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Js Carpentry will apply steel on roofs and walls. On West pump station

replace one sheet of plywood also.

Materials & Labor \$ 9454.00

Materials \$ 2975.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Need to pay for material to get started

Dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

SIGNATURE: _____

DATE OF ACCEPTANCE: _____

SIGNATURE: _____

File Attachments for Item:

3. Resolution - A Resolution To Modify The Previously Approved Compensation Levels For The Volunteer Ambulance Service.

RESOLUTION NO. 24-__

**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

File Attachments for Item:

5. Employee Recognition

Employee/Volunteer Recognition 2024 (July to December)

Name	Years of Service	Department
Nancy Schmidt	29 years	Library
Susan Canape	29 years	Police
N.P. Nuernberger	22 years	WTP
Jessica McCartney	17 years	Police
Kevin Budget	17 years	City Shop
Matt Wheeler	15 years	Public Works
Mike Furman Jr.	15 years	Library
Jeremiah Johnson	13 years	Police
Justin Baker	12 years	City Shop
Fred Lyons	11 years	Library
Dylan Ceaser	11 years	WTP
Jay Hatton	11 years	City Shop
Thomas Henry	10 years	WWTP
Norm Stamper	8 years	City Shop
Kevin Hoffman	8 years	City Shop
Joshua Sawyer	8 years	WTP
Corey Nicholson	8 years	WWTP
Keith Guy	8 years	City Shop
Brittney Harakal	7 years	City Clerk
Amber Hatton	7 years	City Clerk
Steven Baumgartner	6 years	Police
Jackson Booth	6 years	Police
Julie Hust	5 years	Police
Brandon Gonzalez	5 years	City Shop
Lyndy Gurchiek	4 years	Ambulance
Eli Ritterpusch	3 years	Library
Samuel Waggoner	3 years	City Shop
Stacie Stocks	3 years	Library
Joel Barnhart	2 years	City Shop
Jill Folts	2 years	Court
Mariel Riley	2 years	Ambulance
Gabriel Seibert	2 years	Police
Troy Charbonneau	2 years	Ambulance
Thomas Worbal	2 years	WTP
Jason Gonzales	2 years	Building
Joel Sauter	2 years	Parking & Barking
Daniel Waggoner	2 years	WTP
Ryland Ratcliff	1 year	Police
Nathaniel LaFrombois	1 year	Police

Employee/Volunteer Recognition 2024 (July to December)

Name	Years of Service	Department
John Herr	17 years	Fire
JW Hopper	17 years	Fire
Zack Winchell	14 years	Fire
KC Bieber	12 years	Fire
Michael Jenkins	11 years	Fire
Jon DeRudder	10 years	Fire
Levi Jones	6 years	Fire
John Bartram	4 years	Fire
Lance Dollarhide	4 years	Ambulance
Travis Barchenger	3 years	Fire
Robert Peters	3 years	Fire
Jacob Vannoy	3 years	Fire
Julie Forsey	3 years	Ambulance
Eric Barbeau	3 years	Ambulance
Justin Harris	2 years	Fire
Sara Naylor	2 years	Fire
Bridger Fournier	2 years	Ambulance
Riley McIlvain	1 year	Fire
Mykal Kuchera	1 year	Fire
Kaleigh Olson	1 years	Ambulance
Edmund Orr	1 year	Ambulance