



AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 28, 2023
6:30 PM
COUNCIL CHAMBERS

NEXT RES. NO.
R23-13

NEXT ORD. NO.
O23-01

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. Once again, each speaker is limited to three minutes.

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

1. Approval of Minutes of February 14, 2023.

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 February 24, 2023.
3. Approval of Payroll Register for PPE 2/19/23 totaling \$207,222.79.

Ceremonial Calendar

Reports of Boards and Commissions

4. Budget/Finance Committee Minutes of February 14, 2023.
5. Tree Board Minutes of January 19, 2023.

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

- [6.](#) Appointment of Steven Hurd to the Police Commission for the remainder of a three-year appointment ending April 30, 2024.
- [7.](#) Resolution No. R23-13: A Resolution Of The City Council Adopting The Transportation Coordination Plan, Laurel Transit, For The City Of Laurel.
- [8.](#) Resolution No. R23-14: A Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For Russell Park Landscape Improvements.
- [9.](#) Resolution No. R23-15: A Resolution Of The City Council Authorizing The Approval Of The Independent Contractor Service Contract With Forestry Fuels And Fire.

- [10.](#) Ordinance No. O23-01: An Ordinance Amending Title Six Of The Laurel Municipal Code (Lmc § 6.16.010) Relating To Prohibited Certain Animals.

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.

DATES TO REMEMBER

File Attachments for Item:

1. Approval of Minutes of February 14, 2023.

SCHEDULED MATTERS:

- **Appointment of Dylan Figg and Collin White to the Laurel Emergency Medical Service.**

Motion by Council Member Sparks to approve the Mayor's appointment of Dylan Figg and Collin White to the Laurel Emergency Medical Service, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R23-06: A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.**

Motion by Council Member Herr to approve Resolution No. R23-06, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R23-07: A Resolution Of The City Council Authorizing The Mayor To Accept The Service Order From ClearGov, Inc. And Execute All Related Documents.**

Motion by Council Member Eaton to approve Resolution No. R23-07, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. Council Members Sparks, Herr, Wilke, Mackay, Klose, Wheeler, and Eaton voted aye. Council Member Mize voted no. Motion carried 7-1.

- **Resolution No. R23-08: A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.**

Motion by Council Member Mize to approve Resolution No. R23-08, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R23-09: A Resolution Of The City Council Authorizing The Mayor To Accept The Proposal From In Control, Inc. For City Of Laurel Wastewater Treatment Plant Upgrades And Execute All Related Documents.**

Motion by Council Member Wheeler to approve Resolution No. R23-09, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R23-10: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Advanced Pump And Equipment, Inc.**

Motion by Council Member Klose to approve Resolution No. R23-10, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R23-11: A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order For The Water System Preliminary Engineering Report With KLJ Engineering, LLC.**

Motion by Council Member Wilke to approve Resolution No. R23-11, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R23-12: A Resolution Of The City Council Authorizing The Mayor To Consent To Assignment Of Agreement By And Between Exxon Mobil Pipeline Company LLC And Par Pacific Holdings, Inc.**

Motion by Council Member Sparks to approve Resolution No. R23-12, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

DRAFT

Council Minutes of February 14, 2023

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Public Works Committee's next scheduled meeting is March 20th at 6:00 p.m. in Council Chambers. The February meeting fell on a holiday and has been canceled.

MAYOR UPDATES:

Laurel Urban Renewal Agency's next meeting also falls on a holiday. It has been rescheduled for next Tuesday at 11:00 a.m.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Mackay 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 eight council members present voted aye. Motion carried 8-0.

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


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 28th day of February 2023.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

4. Budget/Finance Committee Minutes of February 14, 2023.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, February 14, 2023**

Members Present: Richard Klose, Emelie Eaton, Heidi Sparks, Michelle Mize

Others Present: Kelly Strecker, Mayor Dave Waggoner

The meeting was called to order by the Committee Chair at 5:30 pm.

Public Input: There was no public comment

General Items –

1. Review and approved January 24, 2023, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of January 24, 2023. Emelie Eaton seconded the motion, all in favor, motion passed 4-0.
2. Review and approve purchase requisitions. The city received an invoice from the City of Billings for \$10,000 for the purchase of used garbage cans. The City of Billings forgot to send us an invoice from May 2022. The city has already received the cans. Heidi Sparks moved to approve the purchase requisition for the garbage cans. Emelie Eaton seconded the motion, all in favor, motion passed 4-0. The Budget Finance committee approved a purchase request at the January 24, 2023, meeting for the purchase of new Glock Model 17 handguns. There was an error on the requisition. The original quote was not for night vision handguns. The requisition was corrected to night vision. Heidi Sparks moved to approve the corrected requisition for the handguns. Richard Klose seconded the motion, all in favor, motion passed 4-0. Two purchase requisitions were presented from the Fire Department. One was for fire hoses and one for turnouts for the fire department. Emelie Eaton moved to approve the purchase requisition. Heidi Sparks seconded the motion, all in favor, motion carried 0-4.
3. Review and recommend approval to Council; claims entered through February 10, 2023. Michelle Mize moved to approve the claims and check register for claims entered through February 10, 2023. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
4. Review and approve the January 2023 Utility Billing Adjustments, Emelie Eaton moved to approve the January 2023 Utility Billing Adjustments. Richard Klose seconded the motion, all in favor, motion passed 4-0.
5. Review and approve Payroll Register for the pay period ending January 22, 2023, totaling \$219,237.99. Heidi Sparks motioned to approve the payroll register for the pay period ending January 22, 2023, totaling \$219,237.99. Michelle Mize seconded the motion, all in favor, motion passed 4-0.
6. Review and approve Payroll Register for the pay period ending February 5, 2023, totaling \$222,359.92. Heidi Sparks motioned to approve the payroll register for the pay period ending February 5, 2023, totaling \$222,359.92. Emelie Eaton seconded the motion, all in favor, motion passed 4-0.

New Business –

Old Business –

Other Items –

1. Review Comp/OT reports for the pay period ending January 22, 2023.
2. Review Comp/OT reports for the pay period ending February 5, 2023.
3. Mayor Update – Mayor Waggoner has none.

4. Clerk/Treasurer Financial Update-Kelly stated the city had to let the Accounts Payable Clerk go. She explained the Amber and herself will pick up Payroll and Claims together, until they can get a new clerk hired.

Announcements –

5. The next Budget and Finance Committee meeting will be held on February 28, 2023, at 5:30 pm.
6. Emelie Eaton is scheduled to review claims for the next meeting.

Meeting 5:58 p.m.

Respectfully submitted,



Kelly Strecker
Clerk Treasurer

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

File Attachments for Item:

5. Tree Board Minutes of January 19, 2023.

Minutes
City of Laurel
Tree Board
1/19/23

Council Conference Room

Attending: Michelle Mize, Walt Widdis, Paul Kober, Matt Wheeler Phone: LuAnne Engh

1. Public Input
 - a.
2. General Items
 - a. November minutes approved –
 - b. City balance \$843 for Arbor Day. School Balance \$220 Kurt is working on the DNRC grant of \$750
 - c. Arbor Day – May 2nd - **Heroes for Life** by Finley Watts. Walt will see about getting Finley in the paper closer to Arbor Day to give more exposure to how students are involved. We'll also give Finley a gift certificate from the committee.
 - d. Shirts through Dynamic were quoted at \$10.90 each with \$3 extra for XXI. Don came back to say the design requires more colors so it will be higher.
 - e. Laurel Foundation (Jon Rutt & Dave Bauer) are working on the Foundation connection. We need a contract signed and then they will upload our information on the website to collect donations or if people are interested in donating a memorial tree. LuAnne will apply for the Walmart grant through the Foundation too. Paul said he would contact Rotary and Cenex for donations.
 - f. Plaques – If Memorial trees are donated we discussed the plaque with the information. Walt suggested the family find their own plaque. It was also discussed that a uniform plaque approved by the committee would be more appealing.
 - g. Aaron has suggested we plant 5 new trees..most would replace trees that are nearly gone. Michelle suggested we plant some trees to help shade the new splash pad. Patrick (our city tree trimmer) could also give advice since he has taken care of the Thomson trees for several years and did the most recently trimming.
 - h. We have the tree list from Good Earth Works to consider as well as Rivers Edge.
 - i. Michelle will contact Richard Close for the Honor guard. Since we have bathrooms are the park we won't need the portables.
 - j. Edie Armstrong said she will make the sloppy joe lunch again with the SOW committee.
 - k. LuAnne will ask Lynn to speak again unless the Mayor would like to do the presentation.

- I. We need to contact the Laurel PTA for water for the kids unless they bring their own water bottles where we can have gallon jugs to refill. When it's cool they don't use much water.
- 3. Old Business
 - a. The LURA committee has started meeting again. There is also the downtown committee that wants to improve the downtown storefronts. Hopefully ideas will start flowing again to improve the commercial area.
 - b. The city is committed to the Splash Pad. \$150K is raised and hopefully by March construction will start.
- 4. Other Items
 - a. Volunteer hours – Keep your hours for all meetings, time spent on Arbor Day or any other project.
 - b. We only have 3 more meetings before our event. So everyone should be working on their responsibilities.

Next meeting Thursday, February 16th - 9:30 Council Conference room

File Attachments for Item:

6. Appointment of Steven Hurd to the Police Commission for the remainder of a three-year appointment ending April 30, 2024.

FEBRUARY 10,2023

TO: HONORABLE MAYOR WAGGONER

FROM: STEVEN K. HURD

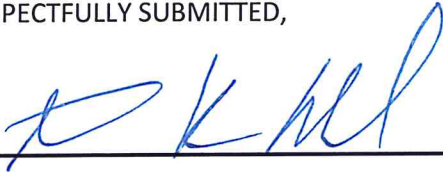
RE: POLICE COMISSION VACANCY

MR, MAYOR, IT IS WITH THIS LETTER, THAT I NOTIFY YOU OF MY INTEREST IN FLLING THE VACANCY THAT CURRENTLY EXISTS ON THE LAUREL POLICE DEPARTMENT COMMISSION. IT IS MY UNDERSTANDING THAT RICK MUSSON HAS RESIGNED HIS POSITION AND I WOULD BE HONORED TO ASSUME THOSE CIVIC DUTIES. I HAVE 37 YEARS OF LAW ENFORCEMENT EXPERIENCE IN A FEW DIFFERENCT CAPACITIES. I WORKED IN THE PRISON PRERELEASE CENTER AND THE FOR THE YELLOWSTONE COUNTY SHERIFF'S DEPARTMENT DURING MY COLLEGE YEARS. I THEN SPENT 25 YEARS AS A PAROLE OFFICER FOR THE STATE OF MONTANA, RETIRING IN 2014. THEN FOR THE NEXT 5 YEARS I WORKED AS AN INVESTIGATOR FOR THE DEPARTMENT OF LABOR AND INDUSTRY FOR THE STATE OF MONTANA.

ON JANUARY 16, 2021 GOVERNOR GIANFORTE APPOINTED ME TO BE THE CHAIRMAN OF THE MONTANA BOARD OF PARDNS AND PAROLE. MY APPOINTMENT IF FOR 6 YEARS WITH MY TERM ENDING 1-1-2027. WE WILL SEE WHAT LIFE HOLDS AFTER THAT AS TO IF I WILL BE REAPPOINTED TO ANOTHER TERM OR CHOOSE TO RETIRE AND FISH, GOLF, HUNT AND ENJOY MORE LIFE.

THANK YOU AND THE CITY COUNCIL FOR YOUR CONSIDERATION IN FILLING THIS VACANCY.

REPECTFULLY SUBMITTED,



STEVEN K. HURD

1704 DUVAL DRIVE

LAUREL, MT 59044

File Attachments for Item:

7. Resolution No. R23-13: A Resolution Of The City Council Adopting The Transportation Coordination Plan, Laurel Transit, For The City Of Laurel.

RESOLUTION NO. R23-13

A RESOLUTION OF THE CITY COUNCIL ADOPTING THE TRANSPORTATION COORDINATION PLAN, LAUREL TRANSIT, FOR THE CITY OF LAUREL.

WHEREAS, the City of Laurel (hereinafter “the City”) has developed a Transportation Coordination Plan, Laurel Transit, for the City, to assist its citizens in obtaining and utilizing public transit, a copy attached hereto and incorporated by reference herein; and

WHEREAS, the City has requested funding for the project through the State of Montana’s Federal Administration grant; and

WHEREAS, the State of Montana Department of Transportation requires that the City adopt a Transportation Coordination Plan annually.

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

Section 1: Approval. The Transportation Coordination Plan, Laurel Transit, for the City of Laurel, a copy attached hereto and incorporated by reference herein, is hereby adopted.

Section 2: Execution. The Mayor is hereby given authority to execute the Transportation Coordination Plan, Laurel Transit, for the City of Laurel, on behalf of the City.

Introduced at a regular meeting of the City Council on the 28th day of February, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 28th day of February, 2023.

APPROVED by the Mayor the 28th day of February, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**TRANSPORTATION COORDINATION PLAN
LAUREL TRANSIT**

**MONTANA DEPARTMENT OF
TRANSPORTATION
FY-24**

**Prepared by:
City of Laurel**

Kelly Strecker, Clerk/Treasurer

Scheduled for City Council Adoption: February 28, 2023

Montana Coordination Plan Outline

Adoption by Transportation Advisory Committee:

The relevant transportation providers and agencies are described in more detail.

Laurel Transit:

Laurel Transit (also referred to as the transit system) is working to provide a successful on-demand service for public transportation within the City limits of Laurel while offering regular service to Billings. Laurel Transit is looking to contract with as many agencies in the area as possible to provide expanded service. It is currently not feasible for Laurel to have a fixed route system; however, accommodations for such a system are being discussed such as bus benches and signs within the City.

Laurel Transit Schedules:

Laurel Transit operates Monday-Friday 10:00 AM – 4:00 PM. The Billings service route begins at 7:30 and in-town service begins at 10:00 am.

Agencies Involved:

- Adult Resource Alliance of Yellowstone County -- ARAYC has partnered with the City of Laurel to provide the driver for the bus and the cell phone. ARAYC previously operated the senior bus in Laurel, which was absorbed with the formation of Laurel Transit. The City works very closely with ARAYC to ensure the level of service delivered through the senior bus program is continued in Laurel Transit.
- Tender Nest Assisted Living—Contact with Tender Nest Assisted Living continues, and the facility has contracted with the City for vouchers.
- COR – There is a plan to include COR in future TAC meetings.
- Riverstone Health – The transit system is working to contract demand/response service for Riverstone Health patients.

- Laurel Senior Center – The Sprinter bus is currently stored in a garage at the Senior Center. Frequent trips are taken to the senior center for rider visits.
- Laurel Health and Rehab- Continues to utilize the bus service for transportation purposes for their clients and residents.
- MET- contact with MET in Billings has been made in hopes to grow the Laurel Transit system and gain new ideas.

Public Involvement:

The Transportation Advisory Committee meets quarterly. Meetings notices are published on the City of Laurel website and at City Hall. Meetings are open to the general public. For more participation at TAC meetings, more community outreach will be done to involve public participation.

Private Sector:

The City of Laurel does not have any private transportation system available.

Needs Assessment and Plan to Increase Ridership:

The Laurel Transit will be starting focus groups this fiscal year in order to determine the needs of the community and their transit provider. The focus groups will include current riding members, City staff, other transportation providers, healthcare employers, and other members from the community. The groups will focus on the current challenges the transit program faces and get a better idea of how to improve the system. The City was awarded a grant for a new 14-passenger bus. The date of delivery is still unknown.

The Laurel Transit System has stepped up its advertising strategies by designing and distributing flyers with route information and publishing that flyer in the Laurel Outlook on a regular basis. There have been talks with the Adult Resource Alliance regarding placing advertisements on the new transit bus. This type of advertisement may be an option for other local businesses, once the new transit bus arrives.

Transportation Advisory Committee (TAC) Meetings:

The Laurel TAC meets on a quarterly basis. The TAC is comprised of City staff, community interested members and representatives from Residential Support Services, the Adult Resource Alliance of Yellowstone County, and other interested parties. For more participation at TAC meetings, more community outreach will be done to involve public participation.

File Attachments for Item:

8. Resolution No. R23-14: A Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For Russell Park Landscape Improvements.

RESOLUTION NO. R23-14

A RESOLUTION AWARDING THE BID AND AUTHORIZING THE MAYOR TO EXECUTE ALL CONTRACT AND RELATED DOCUMENTS FOR RUSSELL PARK LANDSCAPE IMPROVEMENTS.

WHEREAS, the City of Laurel (hereinafter “the City”) is in need of landscape improvements for Russell Park (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 firm selected is in the best interests of the City in both quality and price;

WHEREAS, the City sought bids from qualified firms to complete the Project by publicly advertising the project pursuant to Montana law;

WHEREAS, the City received a responsive bid from River Ridge Landscape Co. (hereinafter “River Ridge”) for the Project;

WHEREAS, River Ridge’s bid to complete the project is for the total cost of Three-Hundred Seventy-One Thousand Five-Hundred Fifty Dollars and no Cents (\$371,550.00);

WHEREAS, River Ridge 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 complete the Project, and it is in the City’s best interests to proceed with 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 River Ridge and the Mayor is authorized to execute all contract and related documents with River Ridge for the Project, pursuant to the terms and conditions contained in the attached bid for the total cost of Three-Hundred Seventy-One Thousand Five-Hundred Fifty Dollars and no Cents (\$371,550.00).

Introduced at a regular meeting of the City Council on the 28th day of February, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 28th day of February, 2023.

APPROVED by the Mayor the 28th day of February, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

2611 Gabel Road
Billings, MT 59102-7329
406 245 5499
KLJENG.COM



February 10, 2023
Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59044

Re: Russell Park Landscape Improvements – Recommendation of Award

Dear Kurt:

Bids for the above referenced project were received on February 9th, 2023. Three bids were opened and read aloud, with bid amounts being \$378,975.00, \$422,143.00, and \$371,550.00. All bids were considered responsive bidders. The bids were checked for mathematical accuracy and there were no discrepancies.

The lowest bidder for the total project is River Ridge Landscape Co. We recommend the contract for base bid be awarded to River Ridge Landscape Co for the amount of \$371,550.00. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with River Ridge to route final Contracts for the City's approval.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh'. The signature is fluid and cursive, written over the printed name and title.

Ryan E. Welsh, PE
Project Engineer

Enclosure(s): Notice of Award
Certified Bid Tabulation

Project #: 2104-00862
cc: file

Notice of Award

Date: 2/10/2023

Project: South 4 th Street Reconstruction Project	
Owner: City of Laurel	Owner's Contract No.: N/A
Contract: Russell Park Landscape Improvements	Engineer's Project No.: 2104-00862
Bidder: River Ridge Landscape Co.	
Bidder's Address: 3223 River Road, Laurel MT 59044	

You are notified that your Bid dated 5/9/2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Russell Park Landscape Improvements.
[Indicate total Work, alternatives, or sections of Work awarded]

The Contract Price of your Contract is three-hundred seventy-one thousand, five-hundred and fifty Dollars (\$ 371,550.00).

3 copies of the proposed Contract Documents (including Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:
 - a. None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____
Authorized Signature

Title

Copy to Engineer

TABULATION OF BIDS
 Russell Park Improvements - KLJ#2104-00862
 CITY OF LAUREL, MONTANA
 February 9th, 2023



Base Bid			Engineers Opinion of Cost		River Ridge Landscaping Co.		LandWorks LLC		The Good Earth WorksCo., Inc.		
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	Mobilization	1	LS	\$35,000.00	\$35,000.00	\$11,950.00	\$11,950.00	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00
102	Taxes, Bonds & Insurance	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$ 14,800.00	\$ 14,800.00	\$ 16,160.00	\$ 16,160.00
103	Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$ 500.00	\$ 500.00	\$ 10,200.00	\$ 10,200.00
104	Playground Hardscaping	1	LS	\$236,859.00	\$236,859.00	\$250,400.00	\$250,400.00	\$ 234,195.00	\$ 234,195.00	\$ 265,882.00	\$ 265,882.00
105	Tree Planting & Landscaping	1	LS	\$29,150.00	\$29,150.00	\$26,700.00	\$26,700.00	\$ 25,832.00	\$ 25,832.00	\$ 29,611.00	\$ 29,611.00
106	Irrigation Installation	1	LS	\$88,099.55	\$88,099.55	\$66,500.00	\$66,500.00	\$ 85,648.00	\$ 85,648.00	\$ 95,290.00	\$ 95,290.00
Total of Base Bid					\$405,108.55	\$	371,550.00	\$	378,975.00	\$	422,143.00



 Ryan Welsh

Project Engineer
 Date: February 9th, 2023

File Attachments for Item:

9. Resolution No. R23-15: A Resolution Of The City Council Authorizing The Approval Of The Independent Contractor Service Contract With Forestry Fuels And Fire.

RESOLUTION NO. R23-15

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE APPROVAL OF THE INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH FORESTRY FUELS AND FIRE.

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 Forestry Fuels and Fire (hereinafter “Forestry Fuels”), 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, by and between the City and Forestry Fuels, on behalf of the City.

Introduced at a regular meeting of the City Council on the 28th day of February, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 28th day of February, 2023.

APPROVED by the Mayor the 28th day of February, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 28 day of February 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Forestry Fuels and Fire, a contractor licensed to conduct business in the State of Montana, whose address is P.O. Box 80304 Billings, MT 59108 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 November 1, 2022, 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 six thousand dollars and no cents (\$6,000.00) 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 28th DAY OF FEBRUARY 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Forestry Fuels and Fire

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



QUOTE

Forestry Fuels and Fire

Eastern Montanas Forestry and Fire Experts

80304, Billings, MT 59108
406-702-4947
Forrest.hermanns@forestryfuelsandfire.com

DATE: DATE

EXPIRATION DATE 11/1/2022

TO Laurel City Council

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Days Trail clearing at Riverside Park	3000	\$6,000
SUBTOTAL			6000
SALES TAX			
TOTAL			6000

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Bull Mountain Land Works

PO Box 813
Roundup, MT 59072 US
mitch@bullmountainlandworks.com



Estimate

ADDRESS

Dave Waggoner
City of Laurel MT
115 West 1st Street
Laurel, MT 59044 U.S.A.

ESTIMATE 2149
DATE 02/17/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Forestry Mulching	Selectively clear 2100x10' path through city park. Move large concrete and other debris out of path. Remove designated trees from path.	1	11,900.00	11,900.00
	Mobilize Equipment	Load equipment, transport to site.	1	250.00	250.00
TOTAL					\$12,150.00

Accepted By

Accepted Date

File Attachments for Item:

10. Ordinance No. O23-01: An Ordinance Amending Title Six Of The Laurel Municipal Code (Lmc § 6.16.010) Relating To Prohibited Certain Animals.

ORDINANCE NO. 023-_____

**AN ORDINANCE AMENDING TITLE SIX OF THE LAUREL MUNICIPAL CODE
(LMC § 6.16.010) RELATING TO PROHIBITED CERTAIN ANIMALS.**

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

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 6.16.010 *et al* as noted herein and hereby recommends the same to the City Council for their full approval.

6.16.010 Keeping Certain Animals Prohibited.

- A. No person shall keep swine, ~~chickens~~, ducks, geese, turkeys, goats, horses, sheep, cows, mules, or chinchillas within the limits of the City except when transferring such animals to market or where otherwise allowed within this Code.
- B. No person shall keep upon his/her premises more than two cats.
- C. No person shall keep or maintain more than three pairs or total of six pigeons. Persons keeping pigeons shall not allow any barn, shed, cage, yard or other place wherein such pigeons are kept or housed to become filthy or offensive to neighbors or passersby, or injurious to the health of any neighborhood or tend to contaminate the atmosphere in any place in the city, nor shall the persons suffer or permit such pigeons to make any loud or continuous noises tending to annoy or disturb any neighbors or neighborhood. Violations of this Subsection are deemed to constitute a public nuisance under Section 6.16.030 of this Code and shall be punishable as provided in Sections 6.16.030 ~~and 6.08.080~~ of this Code.
- D. No person shall keep or maintain more than six rabbits. Persons keeping rabbits shall not allow any barn, shed, yard or other place wherein such rabbits are kept or housed to become filthy or offensive to neighbors or passersby, or injurious to the health of any neighborhood or tend to contaminate the atmosphere in any place in the City. The rabbits shall be confined to a pen, cage or fenced yard at all times. Violations of this Subsection are deemed to constitute a public nuisance under Section 6.16.030 of this Code and shall be punishable as provided in Sections 6.16.030 ~~and 6.08.080~~ of this Code.

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E. Up to six (6) chicken hens (female *Gallus gallus domesticus*) may be kept on a premise subject to the following requirements and subject to all other applicable provisions of this Code:

1. The chicken hens must be kept on a single-family parcel(s). Chicken hens are prohibited on any multi-dwelling parcel(s).
2. The owner must obtain an annual permit from the City. The fee(s) for this permit will be determined by City Council Resolution and may be periodically adjusted.
3. The chicken hens shall be provided with a covered, predator-proof chicken house that is thoroughly ventilated, of sufficient size to admit free movement of the chicken hens, designed to be easily accessed, cleaned and maintained by the owners, be at least two (2) square feet per chicken hen in size and the coop and enclosure cannot be more than twelve (12) feet at its peak in height.
4. No chicken house, outdoor chicken enclosure, or chicken hen shall at any time be located closer than ten (10) feet to any public right-of-way, sidewalk, or neighboring property line other than the chicken owner, custodian, or keeper.
5. The chicken hens shall be shut into the chicken house at night, from sunset to sunrise.
6. During daylight hours, the adult chicken hens shall have access to the chicken house and, weather permitting, shall have access to an outdoor enclosure on the subject property, adequately fenced to contain the chicken hens and to prevent access to the chicken hens by predators.
7. Stored feed must be kept in a rodent- and predator-proof container.
8. It is unlawful for the owner, custodian, or keeper of any chicken hen to allow the animal(s) to be a nuisance to any neighbors, including but not limited to: noxious odors from the animals or their enclosure.
9. No chicken hen(s) shall be allowed to run at large in the City. No owner or keeper shall allow or permit any chicken hen(s) to be at large off the owner's or keeper's property. Any chicken hen(s) found to be running at large in the City or on private property in violation of this section is a public nuisance and shall be impounded.

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10. No chicken house or chicken enclosure shall be located in a front yard.

11. No chicken hens shall be slaughtered within view of adjacent property or the public.

12. Changes to the standards contained in this section shall require any permit holder to comply with any new standard, regulation, or condition and no notice to a permit holder is required prior to enforcement of any new standard beyond that required for adoption of a new or revised ordinance.

13. Persons found to have committed a violation of this section shall be subject to a municipal infraction with civil penalties under Section 6.16.030 of this Code and shall be punishable as provided in Sections 6.16.030 of this Code.

(Ord. 1008, 1992: Ord. 955, 1989: Ord. 930, 1988: prior code § 7.04.020)
(Ord. No. O13-03, 11-19-2013).

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

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

Ordinance No. 023-____ LMC § 6.16.010 (Keeping Certain Animals Prohibited)

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