



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 24, 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 the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of September 10, 2024.

Correspondence

2. Beartooth RC&D 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.*

3. Claims entered through September 20, 2024.
4. Approval of Payroll Register for PPE 9/15/2024 totaling \$258,354.70.
5. Clerk/Treasurer Financial Statements for August 2024.
6. Council Workshop Minutes of September 17, 2024.

Ceremonial Calendar

Reports of Boards and Commissions

7. Budget/Finance Committee Minutes of September 10, 2024.
8. Public Works Committee Minutes of August 19, 2024.
9. Emergency Services Committee Minutes of August 26, 2024.
10. Park Board Minutes of September 5, 2024.

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

11. Resolution No. R24-83: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.
12. Resolution No. R24-84: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Cindan Heating & Cooling Co., Inc.

13. Resolution No. R24-85: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Prorover.
14. Resolution No. R24-86: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Donahue Roofing & Siding LLC.
15. Appointments of Kyle Scott and Dillon Scott to the Laurel Volunteer Fire Department.

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 September 10, 2024.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

September 10, 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 Mayor Dave Waggoner at 6:30 p.m. on September 10, 2024.

COUNCIL MEMBERS PRESENT: Thomas Canape Heidi Sparks
 Michelle Mize Jessica Banks
 Casey Wheeler Irv Wilke
 Richard Klose Jodi Mackay

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Brittney Harakal, Administrative Assistant
 Matt Wheeler, Public Works Director

Mayor Waggoner led the Pledge of Allegiance to the American flag.

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of August 27, 2024, as presented, seconded by Council Member Sparks. With no objection, the minutes of the regular meeting of August 27, 2024, as presented, were approved. There was no public comment or Council discussion.

CORRESPONDENCE:

- Police Monthly Report - August 2024.
- Fire Monthly Report - August 2024

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through September 6, 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 9/1/2024 totaling \$264,937.52.**
- **Clerk/Treasurer Financial Statements for the month of July 2024.**

The Mayor asked if there was any separation of consent items.

One claim has been removed from the Consent Agenda.

Motion by Council Member Klose to approve the consent items as amended, seconded by Council Member Sparks. 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.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of August 27, 2024.
- Laurel Urban Renewal Agency Minutes of August 26, 2024.
- Tree Board Minutes of August 1, 2024

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

DRAFT

- **Resolution No. R24-80: A Resolution Of The City Council Authorizing A Xeriscape Landscape Area For Development Located At The Corner Of South 4th Street And 8th Avenue South.**

Motion by Council Member Canape to approve Resolution No. R24-80, 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. R24-81: A Resolution Of The City Council Authorizing The Mayor To Approve A Change Order For In Control, Inc. For The Project Known As The City Of Laurel WWTP Upgrades**

Motion by Council Member Mackay to approve Resolution No. R24-81, seconded by Council Member Mize. 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. R24-82: A Resolution Of The City Council Approving Demolition Of City Property Known As "The White Shower House" In Riverside Park.**

Motion by Council Member Sparks to approve Resolution No. R24-82, 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.

ITEMS REMOVED FROM THE CONSENT AGENDA:

The claim removed from the consent agenda was for Montana Leagues of Cities and Towns.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

There will be a 9/11 memorial ceremony tomorrow at 11:00 a.m. at the Montana State Firefighters Memorial.

COUNCIL DISCUSSION:

The Public Works Committee's next meeting is on Monday, September 16, 2024, at 6:00 p.m. in Council Chambers.

Council asked if there would be a statement put out regarding the litigation that recently wrapped up.

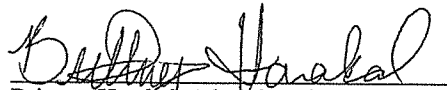
MAYOR UPDATES: None.

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 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 6:38 p.m.


 Brittney Haraka, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 24th day of September 2024.

 Dave Waggoner, Mayor

Attest:

 Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

2. Beartooth RC&D Correspondence.

Beartooth RC&D Area, Inc.

Board of Director’s Meeting Agenda

Meeting 1 P.M. Thursday, September 19, 2024

Beartooth RC&D Conference Room

3 South 1st Street, Roberts, MT



<p>1:00 pm</p>	<p><u>Meeting Called to Order</u> Pledge of Allegiance, Introduction of Members and Guests</p> <p>Review Board Minutes</p> <p><u>Congressional Updates</u> Josiah Porcel (Sen. Tester) Tory Kolkhorst (Sen. Daines) Emily Schneller (Rep. Rosendale)</p> <p><u>Treasurer/Financial Reports</u></p> <ol style="list-style-type: none"> 1. Treasurer Update 2. RC&D Financials 3. RLF Financials <p>New Staff Member Strategic Business Plan Review of Bylaws</p> <p><u>Staff Reports – Program/Project updates</u></p> <ol style="list-style-type: none"> 1. Food/Ag Program – Joel Bertolino 2. Revolving Loan Fund – Nan Knight 3. Economic Development/ CRDC – Gaurav Thakur 4. Operations Support- Myrna Lastusky <p><u>Regional Roundup</u> – <i>News and updates from regional members on projects and activities in key CEDS categories... (see topics on next page)</i></p> <p><u>Next Beartooth RC&D Area, Inc. Board of Directors Meeting</u> November 21, 2024- Columbus Fire Hall Columbus, MT</p>	<p>Chair, All</p> <p>Chair, All</p> <p>Hauge/Knight</p> <p>Bertolino</p> <p>Bertolino Knight Thakur Lastusky</p> <p>Roe et al</p>	<p>Action</p> <p>Information</p> <p>Information Action Action</p> <p>Information Action Information</p> <p>Information Information Information Information</p> <p>Information</p>
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2:30 PM	Adjourn		Information
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Regional Roundup

CEDS SWOT

Our goals for the Roundup are to find out what’s happening in the area, keep the conversations focused, inform the others attending the meeting, and to tie it all back to and reinforce the importance of the CEDS. Please help us identify the projects in their area that fit into our CEDS categories:

Be thinking about strengths and weaknesses of your community or our region

- Infrastructure
 - Housing
 - Transportation
 - Broadband
- Economy
 - Upturns or downturns in industry sectors
 - New business openings (or closures)
- Communication
 - Marketing and outreach
- Services
 - Health care
- Natural Resources
 - Agriculture
 - Energy
- Human Capital
 - Workforce
 - Education

NOTES:

<p>12:30 1:00 pm</p> <p>2:30 PM</p>	<p><u>Meeting Called to Order</u></p> <p>Lunch</p> <p>Pledge of Allegiance, Introduction of Members and Guests</p> <p>Review Board Minutes</p> <p><u>Congressional Updates</u></p> <p>Josiah Porcel (Sen. Tester) Tory Kolkhorst (Sen. Daines) Emily Schneller (Rep. Rosendale)</p> <p><u>Treasurer/Financial Reports</u></p> <p>4. Treasurer Update 5. RC&D Financials 6. RLF Financials</p> <p>New Staff Member Review of Strategic Business Plan Signature Certification for USDA-Nan and Myrna City of Hardin Board Member Appointment</p> <p><u>Staff Reports – Program/Project updates</u></p> <p>5. Food/Ag Program – Joel Bertolino 6. Revolving Loan Fund – Nan Knight 7. Economic Development/ CRDC – 8. Operations Support- Myrna Lastusky 9. Community Coordinator- Gina Schiabile</p> <p><u>Regional Roundup</u> – <i>News and updates from regional members on projects and activities in key CEDS categories.... (see topics on next page)</i></p> <p><u>Next Beartooth RC&D Area, Inc. Board of Directors Meeting</u></p> <p><i>September 19, 2024- Roberts Fire Hall Roberts, MT</i></p> <p>Adjourn and optional tour of Joliet Business and Pocket Park</p>	<p>Chair Chair, All</p> <p>Chair, All</p> <p>Hauge/Knight</p> <p>Bertolino</p> <p>Bertolino Knight Head Lastusky</p> <p>Roe et al</p>	<p>Action</p> <p>Information</p> <p>Information Action Action</p> <p>Information Action Action Action</p> <p>Information Information Information Information</p> <p>Information</p> <p>Information</p>
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**Beartooth RC&D
Board Meeting Minutes
July 18, 2024 – 12:30 pm
Beartooth RC&D Conference Room
Luncheon with Meeting to Follow**

Members Present:

Joel Bertolino, BRCD
Gina Schaible, BRCD
Myrna Lastusky, BRCD
Tina Toyne, City of Hardin Economic Development Director
Stephanie Ray, Stillwater County Planning / Economic Development
Commissioner Melanie Roe, Sweet Grass County
Martin DeWitt, Small Business Administration
Ryan Van Ballegooyen, Billings Job Service
Tory Kolkhorst, Senator Daines' Office
Commissioner Don Jones, Yellowstone County
Commissioner Scott Miller, Carbon County
Bob VanOosten, Stillwater Conservation District
Brent Moore, City of Red Lodge
Bonnie Gray, Town of Joliet
Jeff McDowell, Two Rivers Authority
Randy Weimer, Sibanye-Stillwater Mine
Danny Choriki, Ubet Post
Kerri Crowe, Dept. of Business and Labor
Dan Lowe, Big Horn Conservation District

Meeting Called to Order: Ryan Van Ballegooyen called the meeting to order.

Pledge of Allegiance, Introduction of Members and Guests

Review May Board Minutes (Action): Melanie motioned to approve the minutes. Stephanie seconded. Motion passed.

Congressional Updates:

Tory Kolkhorst, Sen. Daines' Rep:

- Sen, Daines signed a bi-partisan letter to increase efforts in protecting crops from potato wart disease.
- Trump assassination attempt – Senator is calling for Head of Secret Service Kim Cheatle to step down.
- Delisting of Grizzly bear – 5 months past review deadline. Dept of Interior has shown it's not a priority. Senator Daines continues to urge them to delist and follow the science.
- Senate Central Asian Caucus – focus is on strengthening relationship with allies, increasing trade and investment, and supporting regional stability in Central Asia.
- Introducing bill to protect MT Service workers and not tax tips.
- Sen. Daines and colleagues introduced a bi-partisan bill to support tribal communities' travel across the U.S.-Canada border.

- Senator is fighting policies preventing veteran access to health care.
- Announced landmark funding for MT Headwaters Hub, which will strengthen our technology.

Treasurer / Financial Reports (Nan absent)

1. **Treasurer Update**
2. **RC&D Financials**
3. **RLF Financials**

Joel: Implementing new financial software. That’s why the current financial reports aren’t available.

NO ACTION NEEDED.

New Staff Member

- Gina Schaible – new Community Coordinator
- Gaurav Thakur – we were very impressed with Gaurav’s interview & he has accepted our job offer. He is Canadian, so there are some extra hoops to jump through in getting his TN Visa and a few other details, but we are all excited to work with him.
 - Tory Kolkhorst mentioned that Sen. Daines’ office can help us with the process.

Review of Strategic Business Plan

- Not an action item. Staff is working on with the Executive Committee. If you have any questions or suggestions, let us know and we will make revisions. Once we have all comments, we will create a final draft and present to the board for approval.
- Joel will be working through other documents to update them.
- This will be used as an orientation for new board members as well.

Signature Certification for USDA – Nan and Myrna

- Nan and Myrna would both like signature approval for the USDA programs they oversee to be able to sign documents if Joel is not available. The final say on all documents is the point person at USDA, so if there is anything wrong, they will catch it.
- **Danny Choriki moved to move forward with signature certification for USDA for both Nan and Myrna. Jeff McDowell seconded. Motion carried.**

City of Hardin Board Member Appointment

- The City of Hardin has requested that Tina Toyne serve as their Beartooth board member.
- **Melanie motioned to approve Tina as City of Hardin board rep. Scott Miller seconded. Motion carried.**

Staff Reports – Program / Project Updates

Food and Ag Program - Joel Bertolino

- Abbreviated meeting. See his report in the board materials and just let Joel know if you have any questions.

RLF – Nan Knight

- Nan was out of town, but Myrna mentioned that we received the \$500,000 Big Sky Economic Development RLF award. We put it up as match to strengthen our \$750,000 IRP application, and we

haven't gotten official word yet, but our USDA rep told us it was the highest scoring application in the nation. So we are feeling very hopeful!

- Myrna also gave a little info on Nan's work with Brownfields:
 - Nan will be touring Brownfield sites next week with EPA rep Phyllicia Allen.
 - Presented to the Red Lodge Workforce Housing Steering Committee in June & hoping to do an assessment on the old hospital there.
 - Western Motel in Hardin is another one, and we are meeting with LeBeau-Simone next week.
 - Nan and Myrna don't really have the time, but we feel we need to apply for the Brownfield RLF funding that would enable us to loan and grant funds to property owners for cleanup. We hate saying, "You have all these problems, but sorry, we can't help you." So that is likely on the near horizon.

Economic Development / CRDC – Report in board materials

Operations Support – Myrna Lastusky

- RCDIs both going well.
- Many hours assisting a REAP client in Fromberg.
- Joel, Gina and Myrna met with King's Cupboard after a tour to discuss their needs and are helping them with a REAP application and possible other grants.

Community Coordinator – Gina Schaible

- RCAC Community Coordinator
- ROCE Steering Committee – they help to recruit the community members to come to the workshop.
- Workshops will start in September – 4 workshops, one per month
- Next step is to finalize the flyers we will get out to the community
- Nan and Gina will attend the Farmers market in Columbus on Aug. 1st to help spread the word.

Joel offered to answer questions on any of Beartooth's activities and programs:

- Joel provided a brief history of RC&Ds and how Beartooth began (originally with NRCS). In 1995 began the non-profit arm.
- May 2010 moved on to Main Street away from the NRCS building.
- CRDC and EDA pair well together. They have match money from our MOUs we do with the counties and cities in our region.
- In 2003 applied for Ag Innovation Center Federal Funding Through State
 - Joel came on in 2007 and in 2010 the State decided to permanently fund the Food and Ag Development Centers.
- RLF:
 - WE have an existing IRP; applied for another one recently.
 - CDBG
 - RMAP – microloans (\$50K or less) for microbusinesses (10 employees or less).
 - Also have occasional short-term funding
 - Brownfields
 - Brownfields EJ Grant
 - Myrna was hired with EDA CARES grant funding (3-year grant)
 - Gina was hired with RCAC grant money (3-year grant)

- RCDIs – another example of short-term funding
 - Joel gave more in-depth info on Brownfields and how it works
 - Good discussion on how prevalent brownfields are and how much need there is for assessments and cleanups.
- Don asked what kind of money comes from the State?
 - CRDC - \$82,000
 - FADC - \$60,000
 - Specialty Crop Block Grant (federal money that comes from the State) - \$40,000 to serve specialty crop producers
 - Farm to School (USDA grant) - \$3300/year
 - REAP – we get paid for TA to promote and assist in writing applications. That will change b/c they are hiring 2 specialists in October.
 - RFSI (Rural Food Systems Infrastructure) – for supply chains. The State uses FADC’s to promote and refer clients to funding opportunities. They had 2 big funding opportunities earlier this year that were one time only – one for infrastructure and one for equipment.
 - Hutterites wanted to apply but it was past
- Ryan pointed out the way Food and Ag funding has gone up and down, which makes it hard to plan for the future.
 - Kerri said she will certainly make a point of this if it’s important. Reach out to representatives when this is up for legislation.
 - Joel said the up and down was created by increasing the FADCs.
 - Ryan: I would encourage Joel to talk with local legislation.
 - Kerri is happy to help, but it helps a lot if we pay attention to what is happening and let her know.
- Executive Committee meetings every other month to keep up on any things that need to happen.
- We will eventually have a brief one-pager of all our programs.

REGIONAL ROUNDUP

Commissioner Melanie Roe, Sweet Grass County

- We received the Pilot Community Tourism grant for \$1.25 million.
- Big Timber is trying to get another water tower to sustain new housing developments.
- 30% of our houses are vacant (not empty – just owners not living there most of the year).

Tina Toyne, City of Hardin Economic Development

- Before leaving the County, we selected Ayers for the Big Horn County housing study consultant. Tina will remain the point of contact for that since no one is in place yet.
- County has 2 applicants they will be interviewing for EDD.
- Conducted public engagement portion for the Wayfinding Planning grant.
- Will be meeting with LeBeau-Simone to do affordable housing at Western Motel.
- One Health – meeting to discuss master plan for that acreage
- Tanks taken out of Flying J.
- DQ still not open
- Dan’s Custom Design is closing

- Lumber Zachs is for sale, Four Aces for sale
- Dollar General going in – this is the 4th one
- Speedy and Flo’s Sweetcorn – Flo’s daughter’s greenhouse is up and running
- Maverick station is going in
- Monette Farms is a company from Canada farming in Big Horn County and they have purchased a lot of land. They purchased a fertilizer company near the railroad and want to distribute their product via railway. They are talking to other farmers in hopes of helping them all.

Holly Higgins was not able to attend, but she sent these notes with Tina to present:

- There is new Barber Shop and Coffee shop in Lodge Grass called Arise. First new businesses in the last 35-40 years. Bud the Barber. They’re in a makeshift trailer set up on a city lot across from City Hall.
- The combiners are rolling in, so grain harvest should be running hard soon.
- Cattle prices still strong. One client sold 560lb steer calves at \$3.18/lb. @ \$1800.

Dan Lowe, Big Horn Conservation District

- Water was an issue at one time and the State took over adjudication of water rights. It sounds like there may be more water available to reservation lands coming. Important to have good stewardship for water allocation.
- Invasive species check stations still very important. Inspected 3700 boat trailers to date in 2024.
- 310 permits – State law MT-310 – accountability to people who want to work in active flowing streambeds to ensure the work they do won’t cause turbidity or cause erosion downstream.

Tory asked why state/county taxes went up.

- Scott said it was the State. Counties got blamed.

Kerri said if anyone wants to talk to her about the state sales tax, she would be happy to discuss that.

Danny said that having multiple sources of revenue increases stability for a business or organization.

Randy Weimer, Sibanye-Stillwater Mine

- It’s been a rough year – declining commodity prices over the past couple years have really hurt
- Palladium dropped from 3K/ounce to \$950/ounce over last few years.
- 700 total employees amongst the 5 counties
- In December they let go of 100 employees plus 300 direct and vetted contractors.
- Keep trying to keep costs down, but it’s really a band-aid
- Losing tens of millions every month.
- Looking at near future for Sibanye-Stillwater.
 - Likely will go into Care and Maintenance – keep things maintained and be ready to go back to production when prices improve.
- Ryan asked if there was a factor in the price drops
 - A lot of palladium is coming from Russia. We can’t buy from Russia right now, so they are going through China to sell it to us.
 - EV vehicles push is hurting since 90% of palladium goes toward catalytic converters

- Ryan wondered if TAA (Trade Adjustment Assistance) needs to be in place if something significant happens.
- Randy said they are looking at many options and hope they don't need to go into complete Care and Maintenance. Looking at 2025.

Commissioner Scott Miller, Carbon County

- Tourism is alive and well.
- BSPRA received \$650K for the test. 2 routes approved (only 2 approved in the whole country). Southern will go through Billings to MN. El Paso to Billings route will go through Carbon. Inspection for track is happening. Could have RR going through as soon as in 2025.
- Fromberg's water project is happening now – updating 80-year-old water system.
 - \$150,000 from County to secure pumps down by the river.
- Home of Champions Rodeo was a success. Sold out of every seat on July 4th – first time in history. So busy you couldn't use your cell phone.
- American Legion Hall in Fromberg is going to be rebuilt – need to put a roof on, rebuild, need some grants and will talk to Beartooth.
- Carbon County Fair is next week – go support the kids
- Barley started this week. Cows are up, barley is being harvested.
- No fires in Carbon County so far.

Brent Moore, City of Red Lodge (Interstate Engineering)

- Red Lodge has a resort tax, & revenues have recently grown from 600K to 1.5 million.
 - Supports water, sewer streets, fire, EMS, helped us build a community pool
 - Allows us to leverage those funds for additional funding through the State
- Beartooth Rally is this week.
- Busy helping communities through 2026 with the flooding projects – so Interstate and most engineers around here are very busy.
- Grant – Mt Maurice fire in 2021 burned around old spring boxes. Post-fire rain events have created erosion. \$1 million to help correct that.
- FEMA and State funding project
- Lot of housing development projects being proposed, constructed.
 - Alpine Basin
 - Spires – another 87 acres behind the Phase 1 that may be developed
- New mayor and new public works director started this year and both are doing great.

Ryan VanBallegooyen, Billings Job Service

- ARPA money was very helpful because has less hoops to jump through. Helped a lot of people and most have stuck with their jobs (4 out of 5).
- 64 jobs every quarter being added in Montana is the prediction that Ryan has seen. Low unemployment is here to stay for a while.

Danny Choriki, Ubet Post

- Mainly focusing on family violence cycle. Working with Billings Area Family Violence Task Force. We connect through relationships – must have someone in your Contact List when you need help. During Covid a lot of those contacts left.

- Danny gave us a little handout and said they are working to create an online database.
- Family Justice Center in Billings. Will be hiring a Navigator – someone who understands the process and can help clients.
- Sept. 8th – Bill McKibben will be kicking off Climate Week at MSU-B.

Stephanie Ray, Stillwater County Planning & Economic Development

- Some housing development going on.
- Enjoying the Civic Center – County Fair is this week.
 - The new civic center markets itself and the Beartooth board meeting will be there in November
 - MMA fight will be held there
- Partnering with Beartooth RC&D on RCAC grant program for Columbus,
- Bike Rally – 400-500 bike riders from across U.S. came through.
- Low unemployment – it’s really hard to recruit people. Admin position starting at \$20/hour – no one will apply.
- Steph is the public information officer for the County and wants to do better in coordinating communications.

Bob VanOosten, Stillwater Conservation District

- Good reserve of water in Stillwater. Lot of land that could use irrigation, but the cost of getting it to the right places is prohibitive.
- Used ARPA money. Both Stillwater and Rosebud did a lot of damage with the flooding. The Federal government gave NRCS some emergency money to repair and protect.
- Administer grants for both Stillwater and Carbon counties.
- Floodplain person (Stephanie Ray) has been very good and helped us through a lot.
- He mentioned a project that is on engineering revision 8 and may never get completed. Frustrating to watch a perfectly good, engineered plan not get completed.

Commissioner Don Jones, Yellowstone County

- New Coke plant opened up in Billings. \$100 million investment.
 - Water is supplied from the City/Yellowstone River.
- Spent \$25 million of ARPA at Metra – nice camping, electrical, sewer, water.
- Highway 3 bypass is open. Beautiful drive.
- New exit going into Lockwood – that project is moving, but it will take quite a while. Probably 2 years out.

Martin DeWitt, SBA

- Lenders can now add a guarantee onto an existing loan – there are some rules, of course!
 - Benefit for borrowers and lenders
- Investing in America funds
 - 1.7 billion in private sector commitments in Montana
 - 1 billion in funding to provide affordable, high-speed internet
 - 258,000 seniors will save money on prescription drug costs
 - \$2 billion to provide clean water across MT

Jeff McDowell, Two Rivers Authority

- Resurfacing project in Toluca.
- Tribal water projects in Greenough Creek and in another place.

Meeting adjourned at 3:05 pm.

Next Beartooth RC&D Board of Directors Meeting: Sept. 19th, 2024 at the Roberts Fire Hall, Roberts, MT

Optional tour of Joliet Business and Pocket Park.

No financials were presented due to transitioning to new financial software

Revolving Loan Fund Books- August 2024

Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loaned out</u>	
Big Horn	2	\$ 219,152.52	
Stillwater	3	\$ 197,450.00	
Yellowstone	13	\$1,086,523.48	
Carbon	3	\$ 371,348.59	
<u>Sweet Grass</u>	<u>2</u>	<u>\$ 310,277.36</u>	Total:
	23	\$ 2,183,751.95	

- Closed one new loan in August.
- BRCD was selected for IRP funding, approved for \$750,000 loan funds.
- Looking at applying for brownfields RLF up \$1 million.

Bank Balances as of August 30, 2024 Total available for lending

Bank of Joliet- RMAP (still waiting to be drawn down)	\$ 107,949.66	\$ 107,949.66	\$250,000
Bank of Joliet – RMAP LOAN LOSS	\$ 5004.06	\$ 0.00	
Bank of Joliet EDA	\$ 16,062.14	\$ 16,062.14	
Bank of Joliet-CDBG	\$ 74,346.93	\$ 74,346.93	
Bank of Joliet- IRP	\$ 197,796.59	\$ 157,796.59	

Bank of Joliet-Fromberg	\$ 31,548.16		\$ 31,548.16	
Bank of Joliet-BSED	\$ 500,000.00		\$	
(New IRP MATCH)		Available:	<u>\$ 387,703.48</u>	
		(still waiting to be drawn down) \$	250,000.00	
		(Waiting to close IRP loan this month) \$	<u>1,250,000.00</u>	
		\$	1,887,703.48	
Restricted Accounts			Principal amounts paid back	
FIB – SSBCI 2.0	\$ 148,621.00		\$ 9,306.78	BOJ- SSBCI 2.0
	\$ 79,651.50	\$ 7,638.28		

August 2024 Beartooth Books

August 2024 Beartooth Books		
2024 Income	2024	
	Budget	Actual
AG-FOOD AND AG CENTER	60,000	45,000
SPECIALTY CROP BLOCK	58,166	43,448
FARM -TO- SCHOOLS	1,200	3,751
REAP	5,000	7,800
BOARD - EDA SPONSOR DUES	56,979	56,023
BOARD-INTEREST INCOME	750	450
BOARD-FOUNDATION MONEY	3,300	3,676
RLF-STAFF REIMBURSE	15,000	
RLF-ORIG FEES	5,000	2,625
RLF-RMAP TA	12,500	7,434
BROWNFIELD	19,250	20,521
CRDC	71,000	59,096
EDA - GRANT	70,000	52,500
BSTF ADMIN \$	1,950	
RCAC	25,000	
RCDI (Big Horn)	2,800	2,227
RCDI (Red Lodge)	2,800	1,717
Pass- Through		47,789
Restricted SSBCI		1,450
	410,695	355,506
Expenses for 2024		
TOTAL STAFF EXPENSE	261,534	172,352
COMMUNICATIONS	8,000	10,594
EQUIPMENT & VEHICLE	6,000	6,281
CONTRACTUAL	25,000	58,103
INSURANCES	7,000	5,651
RENT/ UTILITIES	10,000	5,222
SUPPLIES	10,000	15,107
TRAVEL	15,000	3,086
OTHER	10,000	
EXPENSE TOTAL	352,534	276,396
		79,110
Statement Ending: 08/30/2024		
Checking Account:	\$141,540.83	
Savings Account:	\$65,561.38	
Building Account:	\$4,488.53	

Beartooth RC&D Staff Project Update

September 2024

FOOD AND AG DEVELOPMENT CENTER PROJECTS

Beartooth FADC

Beartooth FADC assisted clients with USDA VAPG applications for GTA Business and Marketing and REAP grants. Beartooth FADC continues to work on farm to school with the Carbon County Extension to start a

Harvest of the Month program in schools and promoting local beef in schools. Beartooth FADC has continued to work with partners to do outreach to businesses in our region. Beartooth worked with the Department of Agriculture to film a short video with Yellowstone Valley Farms for the Specialty Crop Block Grant in August.

Growth Through Ag Projects and USDA Projects

S Ranch Meats

Location- Custer, MT

Contact- Hannah Knutson

S ranch meats is a family owned and operated beef business. The ranch operates a 6000 head ranch and developed a USDA meat processing plant in Hardin, MT. They have developed their own line of packaged meats sold at local restaurants and through Facebook and word of mouth marketing. Beartooth FADC has been working with USDA VAPG specialists to assist the business in applying for \$250,000.00 in operating funds to expand their direct-to-consumer branded beef business. They have received the VAPG funding for the 2024 year.

Mountain View Hutterite Colony

Location- Acton, MT

Contact- Ike Kleinsasser

The mountain view colony has one of the largest egg production operations in the state they supply eggs to the Billings area Walmart's, Albertsons and other retail stores. Beartooth FADC assisted them ten years ago with a Growth Through Ag Grant for a delivery truck and now they are needing a new egg processing and packaging equipment that would allow them to expand their output by more than double. They were looking at a GTA and are working with MMEC on a low interest automation loan but are now looking for lower cost improvements we will continue to visit to see if they will be purchasing an egg processing system.

Smurai Sue's

Location- Red Lodge, MT

Contact-Asano Otsu

Asano started her small bakery and ready to eat meals in 2018 initially selling them in the Moon Lake Market attached to her processing location. The business now markets her breads and pizza crusts as well as ready to eat pizzas at the local grocery store and online orders. She and her husband are now building a larger new location to expand her business and Beartooth FADC has worked with her to develop a GTA Business and Marketing Grant and an RFSI grant for expanding her online presence and sales and purchasing equipment. She received \$8,000 in Business and Marketing Grant funds from the Department

of Agriculture; she is now interested in applying for the full GTA grant in October for equipment to go in their new processing plant.

Yellowstone Pasta

Location- Billings, MT
Contact-Henry Kennah

Henry is a former chef for Jakes in Billings that started making fresh pasta using Montana hard red durum wheat. He was referred to us by our SBDC partners Kayla and Lorene. Beartooth FADC worked with Henry to develop a Growth Through Ag grant and loan application to expand, their application was successful, and they will receive \$50,000.00 for this project we will be monitoring his progress.

Speedy and Flo's Sweet Corn

Location- Hardin, MT
Contact-Flo Ramirez

Beartooth FADC worked with Flo Ramirez and his wife; they started growing fresh produce and sweet corn for local sales over ten years ago on a one-and-a-half-acre garden plot. Their business has grown, and they now raise 25 acres of sweet corn and have a 4-acre garden, they sell all of their fresh produce at locations in Hardin, several in Billings, Joliet, Miles City and Absarokee, Miles City as well as in northern Wyoming. Beartooth FADC assisted Flo in developing his application for the Business and Marketing Grant for new bags for the corn that have their logo and Facebook information on them. After purchasing the new bags Beartooth FADC assisted Flo in applying for a GTA program for the development of their greenhouse and retail location, they were successful and will receive \$50,000.00 for this project. The new greenhouse is completed and will be utilized next year to grow more produce and increase the profitability of their family business, building a great business in Hardin, MT.

Yellowstone Valley Farm

Contact-Reuben Stahl
Location-Laurel

Reuben Stahl has a family greenhouse business growing basil and selling to FSA and Sysco, he would like to add another greenhouse to keep up with increased demand this last year. Beartooth RC&D assisted Reuben with developing RFSI and ARPA applications and will assist when he is interested in a Growth Through Ag application for his greenhouse expansion.

Rodi Farms

Location- Laurel, MT
Contact-Carah Ronan

Carah was referred to us to assist her in applying for RFSI funding to expand her business of fresh cut flowers and some fresh vegetables she operates on her family's grain farm near Laurel, MT. Their business was not successful in with their application, but we have assisted them in developing an Impact Grant for

Women owned businesses. Beartooth has also assisted the business with a USDA VAPG grant and an ARPA ag infrastructure application as well as a RFSI application.

Stovall Ranch and Yellowstone Feeders

Location- Yellowstone County
Contact- Turk Stovall

The Stovall family are generational beef producers in Yellowstone County they have grown their operation to include two sizeable Feedlots and sell Certified Angus Beef as well as having their own branded beef products sold direct to consumer. Beartooth FADC talked with the business about the potential use of the REAP program for their expansion plans as well as USDA VAPG for their direct beef sales business. They are also looking at the USDA Supply Chain Guaranteed Loans. Beartooth assisted this business with an ARPA Ag Infrastructure grant and are now working with them on a REAP application for solar panels and an anaerobic digester on a new feedlot expansion.

On Going Projects

Oswald Farms

Location- Joliet, MT
Contact- Melissa Oswald

Oswald Farms operates a generational ag operation that raises cattle feeds them, has them processed at a local USDA plant and sells their own branded beef products to local restaurants and locally through Facebook. They have developed their own retail location to sell their meat products and other local foods and it is located near the intersection of highway 310 and 312 both heavily traveled roads. Beartooth FADC has been working with USDA personnel with the business to apply for a Value-Added Producer Grant for \$250,000.00 to expand their direct to consumer beef business. Oswald Farms application has been selected for funding these operating funds will help them grow their direct beef sales business and their new retail store. They have recently looked at applying for the ARPA Ag Infrastructure Grant.

Beartooth FADC Outreach

Mountain View Hutterite Colony- Acton, MT
Speedy and Flo's – Hardin, MT
S Ranch Meats-Hardin, MT

Welcome Gaurav Thakur

9/16/2024

- Economic Development: CRDC / EDA PPG / EPA Brownfields

Frequently Used Acronyms

BIA – Bureau of Indian Affairs

BLM – Bureau of Land Management

BRCD – Beartooth RC&D

BSEDA – Big Sky Economic Development Association

BSTF – Big Sky Trust Fund
CDBG – Community Development Block Grant
CRDC – Certified Regional Development Corporation
CEDS – Comprehensive Economic Development Strategy
CTEP – Community Transportation Endowment Program
EDA – Economic Development Administration
EDD – Economic Development District
FADC- Food and Ag Development Center
GIS – Geographic Information Systems
GPS – Global Positioning System
GTA- Growth Through Ag Grant and Loan
HOME – Montana Home Investment Partnerships Program
HUD – US Department of Housing and Urban Development
IRP – Intermediary Relending Program
LESA – Land Evaluation Site Assessment
MBOI – Montana Board of Investments
MDOA- Montana Department of Agriculture
MDOC – Montana Department of Commerce
MDOL – Montana Dept. of Labor
MDOT – Montana Dept. of Transportation
MDFWP – Montana Dept. of Fish, Wildlife and Parks
MEDA – Montana Economic Developers Association
MMEC- Montana Manufacturing Extension Center
NADO – National Association of Development Organizations
NHS – Neighborhood Housing Services
NRCS – Natural Resource Conservation Service
RBDG – Rural Business Development Grant
RC&D – Resource Conservation & Development
RCDI – Rural Community Development Initiative
RD – Rural Development (a division of USDA)
RCPP- Regional Conservation Partnership Program
REAP- Rural Energy for America Program
RLF – Revolving Loan Fund
RMAP- Rural Micro entrepreneur Assistance Program
SBA – Small Business Administration
SBDC – Small business Development Center
SSBCI- State Small Business Credit Initiative
TIFD – Tax Increment Finance District
TSEP - Treasure State Endowment Program
USDA – United States Department of Agriculture
USFS – United States Forest Service
LSL- Lead Service Lines

File Attachments for Item:

5. Clerk/Treasurer Financial Statements for August 2024.

File Attachments for Item:

6. Council Workshop Minutes of September 17, 2024.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 17, 2024**

A Council Workshop was held in Council Chambers and called to order by Council President Heidi Sparks at 6:30 p.m. on September 17, 2024.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Tom Canape	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input type="checkbox"/> Jessica Banks
<input type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Kelly Strecker, Clerk/Treasurer
Ryan Welsh, KLJ

Public Input:

There were none.

General Items

Executive Review

1. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.

This small service contract is for the air conditioning units in Council Chambers. Ace Electric will replace an old breaker box in the Judge's office and install two outlets behind Council Members. This project is part of the HB 355 grant.

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Cindan Heating & Cooling Co., Inc.

This small service contract is for the actual air conditioning units. There will be two, one for in the Council Chambers and one for in the Judge's office. The actual models have changed from the original quotes the City received, so this quote is more than previously quoted. However, that means we will receive more funds from the HB 355 grant money.

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Proover.

This small service contract is for the annual tree trimming services. This year's project is in Thomson Park.

Council Issues

There will be an Emergency Services Committee Meeting on Monday, September 23, 2024, at 6:00 p.m. in Council Chambers.

Other Items

- Change Order for the 5th to 7th Avenue Sewer Line Replacement Project

Ryan Welsh, KLJ, briefly went over the changes included in this change order. Overall, the project has come in under budget.

This project is part of the HB 355 grant.

- Small Service Contract for Donahue

This small service contract is for the soffit and fascia repair at the Library. This project is part of the HB 355 grant.

Attendance at Upcoming Council Meeting

Council Member Wilke was unsure if he would be in attendance at next week's meeting.

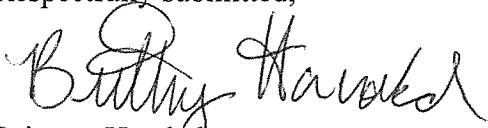
Announcements

Friday at 2:00 p.m. is the Homecoming Parade.

At some point there will be a lease agreement brought forward to Council regarding the baseball fields for the Laurel Public Schools.

The council workshop adjourned at 6:46 p.m.

Respectfully submitted,



Brittney Haraka
Administrative Assistant

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:

7. Budget/Finance Committee Minutes of September 10, 2024.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, September 10, 2024**

Members Present: Richard Klose, Heidi Sparks, Casey Wheeler, Michelle Mize

Others Present: Kelly Strecker, Mayor David Waggoner, Matt Wheeler, Tom Canape

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 approve August 27, 2024, Budget and Finance Committee meeting minutes. Michelle Mize moved to approve the minutes of August 27, 2024. Heidi Sparks seconded the motion. With no objection, the minutes of August 27, 2024, were approved. There was no public comment or Committee discussion.
2. Review and approve purchase requisitions. There were 5 total purchase requisitions, the first purchase requisition was for Pro Rover. Matt stated that there are a lot of dead branches on the trees at Thompson Park and he wants to have the trees trimmed. Matt received two quotes, one from Pro Rover for \$9,350.00 and one from Melle's Tree service in the amount of \$11,400.00. Matt selected Pro Rover to do the work. The next one was for a new pickup for Matt in the Public Works department. It is for a 2025 Chevrolet 4x4 regular cab pickup. The cost of the new pick-up is \$45,550.00 and will be adding a few lights. Matt stated that Lyndy acquired his old pickup for her department as her QRU vehicle broke down and is too costly to repair. Chief Langve submitted a purchase requisition for 11 new phones for his department. The Chief could not be present at the meeting and the committee voted to have this item tabled until the next meeting for further discussion. Chief Langve also submitted a purchase requisition for 3 new PCs for the officers. These PC's will be purchased through Systems Technology Consultants and the quote is for \$6,162.00. Chief Langve submitted another purchase requisition for a new patrol car. He wanted to give a heads up to the committee that he has begun looking for a new patrol car to replace the car that was totaled on the 4th of July. He is estimating that he could probably find a new car for \$35,000.00 and would be using Federal Equitable Sharing funds to purchase the car.
3. Review and recommend approval to Council; claims entered through September 6, 2024. The claim for Montana League of Cities and Towns was removed for further discussion. Richard Klose moved to approve the claims and check the register as amended for claims entered through September 6, 2024. Michelle Mize seconded the motion. With no objection, the amended claims and check register of September 6, 2024, were approved.
4. Review and approve Payroll Register for the pay period August 28, 2024, retro pay, totaling \$4,736.47. Heidi Sparks motioned to approve the payroll register for the pay period August 28, 2024, retro pay totaling \$4,736.47. Michelle Mize seconded the motion. With no objection, the payroll register for August 28, 2024, was approved. There was no public comment or Committee discussion.
5. Review and approve Payroll Register for the pay period ending September 1, 2024, totaling \$264,937.52. Heidi Sparks motioned to approve the payroll register for the pay period ending September 1, 2024, totaling \$264,937.52. Michelle Mize seconded the motion. With no objection, the payroll register ending September 1, 2024, was approved. There was no public comment or Committee discussion.
6. Review and approve the 2024 August Utility Billing Adjustments, Heidi Sparks moved to approve the 2024 August Utility Billing Adjustments. Michelle Mize seconded the motion. With no objection, the 2024 August Utility Billing Adjustments were approved. There was no public comment or Committee discussion.

New Business –Richard Klose said there was discussion at the Park Board meeting the other night regarding making the park budget like an enterprise fund to keep monies that come into the park separated from the general fund.

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending September 1, 2024.
2. Mayor Update – The Mayor stated that he did not have any updates this week.
3. Clerk/Treasurer Financial Update-Kelly stated that she is catching up on everything that got put on the back burner while trying to finish up the budget. She is also working on the closure of two of the HB355 grants as two projects have been completed.

Announcements –

4. The next Budget and Finance Committee meeting will be held on September 24, 2024, at 5:30 pm.
5. Heidi Sparks is scheduled to review claims for the next meeting.

Meeting Adjourned at 6:15 p.m.

Respectfully submitted,

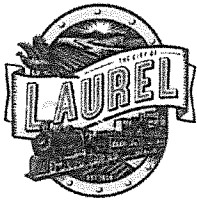


Kelly Strecker
Clerk Treasurer

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:

8. Public Works Committee Minutes of August 19, 2024.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, AUGUST 19, 2024**

The Public Works Committee meeting was called to order at 6:00pm on Monday, August 19, 2024, by Committee Chair, Heidi Sparks.

Members Present: Heidi Sparks- Chair, Jodi Mackay- Vice-Chair, Irv Wilke, Jessica Banks, Shawn Mullaney

Others Present: Matt Wheeler- Public Works Director, Becky Rosenleaf- KLJ

Public Input:

General Items:

1. Approval of Minutes from July 15, 2024. Jodi made a motion to approve the minutes of July 15, 2024. Motion was seconded by Irv. Motion carried 5-0 to approve the minutes.
2. Emergency Call Out Report- Report attached
 - i. This has been a quiet month with no major issues after hours
3. KLJ Report- Report attached
 - i. Becky with KLJ provided some additional documents related to the Water Redundancy Project. Met with the City and discussed a few different grant opportunities. To go after some of the grants. Planning and Construction were separated out and grants
 - o EDA Grant was submitted in July 2024 for roughly \$820K. This is scheduled for an internal review committee on Wednesday, August 21. Anticipating to receive a Notice of Conditional Approval by the end of this week, assuming the meeting is not moved. Only question received thus far was if given the money how do they know it will be used for this project. Preliminary Engineering Report was provided, and have not received any additional questions. If awarded the grant for planning, this planning project would begin in Spring 2025 set to complete by October 2026. Construction would be set to begin in Spring 2027.
 - o Shawn asked about the grant funds and if this includes purchase of land. Becky explained these funds can be used for the appraisals of land, but not for the purchase of land. Some of the land options proposed included City owned property.
 - o Shawn asked about the funding of the construction. Becky mentioned that there are several grant options from both State and Federal agencies that we can apply for as we get to that phase of this project. Additionally, the City is looking at needing to take a loan for some of the funding and is included in the rate study they City is working on right now.
 - ii. 5th to 7th Sewer Line Replacement is nearly complete. Almost entirely funded by HB355.
 - iii. Love's construction is stalling on the water and sewer line construction

New Business:

4. Matt stated is requesting Public Works Committee to review and discuss Chapter 12.32 Trees and Boulevards section of the LMC.
 - i. Jodi said she personally doesn't have an issue with rocks or other landscaping on the boulevard. Committee members will review and discuss next month.

Old Business:

Other Items:

5. Shawn mentioned the West Railroad project which is slated for 2027 with the State of Montana. The dirt that will be excavated from this project could be used for the South Pond and a beautification project for that area. Additionally, there are grants for community fisheries that the City could go after and this could be a cost savings on the project or beautification with South Pond.
6. Jodi had a question regarding Depot Apartments. Did the issue with this development get resolved? There have been rumor of issues with management ghosting tenants such as rent checks not being cashed, calls not being returned, etc. Matt stated that all development related issues were resolved and he has not heard anything.
7. Matt stated the Container Site is now open 7 days a week. Also, has hired a Maintenance Operator 1, which was an open position.

Announcements

Next Meeting will be Monday, September 16, 2024, at 6:00pm in Council Chambers

Meeting adjourned at 6:40pm

Emergency Overtime Callout List

7-1-24

TO

12-30-24

Maintenance Shop 406-628-4773

City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime /NA = Not Available /Y = Responding /B=Phone Busy												
Employee Name	Telephone												
Shop Callout		7-6	7-11	8-2									
Brian Kline	406-794-8552												
Kevin Budge	406-850-5224												
Jay Hatton	406 860 7525												
Keith Guy	406-850-5464												
Wade Spalinger	406-530-4084												
Brandon Gonzales	406-679-0334												
Aaron Fox	406-694-7456												
Troy Clifton	406-794-7689												
Joel Barnhardt	406-861-6408												
Water and Sewer Callout													
Justin Baker	406-321-0208	y3	2	na2									
Kevin Hoffman	406-861-7460	na2	1	na1									
Daniel Nauman	406-530-4643	y4	3	na3									
Tom Burwell	406-850-5294	1	y4	y4									

Elm Lift Station 628-7773 Village Lift Station 628-5918 Dial 9 after tone to acknowledge alarm

Wastewater Treatment Plant-628-6474

Autodailer- 628-4866

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding												
Employee	Telephone												
Thomas Henry	406-855-0831												
Cindy Caswell	406-591-9013												
Corey Nicholson	406-351-1876												
Norman Stamper	406-633-3291												

Water Treatment Plant 628-4410

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding												
Employee	Telephone												
HP Nuernberger	406-696-1008												
Dylan Ceaser	406-861-6620												
Josh Sawyer	406-591-3959												
Sam Waggoner	406-696-0249												
Joe Waggoner	406-633-1879												
TJ Worbel	406-861-7948												
Daniel Waggoner	406-697-7526												

CABLE TV down Tim Johnson 698-6254

Matt Wheeler	Cell# 208-1885	£	One Call Locate - 1-800-424-5555 (City Job # 25663)
Kurt Markegard	Cell# 860-5785	Hm 208-2356	SCHESSLER 628-4221 HESTON 281-0811
			NW ENERGY 1-800-896-7862 LUMPY 406-860-7890
Advanced Pump	406-586-1700		Century Link 1-800-573-1311 Shop 628-7707 Jeff 694-9097
GORDAN ACE ELECTRIC	406-860-5464		NorthwestPipe 252-0142 - Larry E. 656-2856
MDU 1-800-638-3278 / MDT 252-4138			Pace Construction 252-5559 (sewer backups)
MDT Supervisor Tom 655-7903/Kyle 446-2622			SanitarySystemOverflows call DEQ withing 24 hours at406-444-3080

Call Out - Date and Incident Location

7-6-24 sewer backup		
7-10-24 elm lift fail		
8-2-24 emergency locate gas leak		



2022 Pavement Maintenance Project (4th Street Reconstruction)

(KLJ #2104-00862)

Reason for Project: To provide yearly maintenance and improvements to the City of Laurel Roads Network.

Project Scope: Miscellaneous annual pavement maintenance design, bidding and construction in locations throughout the City of laurel

Current Status:

- Substantial Completion reached Date is 10/11/23
- Final Completion date was 11/16/23
- Closeout/Reconciliation Change Order approved by Council on 1/9/24
- Warranty walkthrough of Russell Park retention area on Friday 5/3/24
- Contractor recommended giving it another month of growth prior to reseeding.
- Contractor reseeded the park the week of 6/27/24
- Warranty Walkthrough to occur in October of 2024

Laurel Water Tank Funding Project

(KLJ # 2304-01608)

Reason for Project: Existing City water Tank needs to be recoated on the inside and can't happen until City has a backup storage supply. They also have needs for upgrades to their upper pressure zones. See previously approved Water System PER and City of Laurel CIP. This project looks at funding opportunities and provides grant writing services from multiple sources

Project Scope: To research funding alternatives, create packages for submittal, and assist City in finding monies for completing the future water tank and upper pressure zone improvements for the City of Laurel

Current Status:

- Task Order Signed by City on 12/13/23
- Met with EDA to discuss Funding on 1/9/24
- Letter of Support from CHS Received
- Letter of Support from Wood's Powergrip
- Submittal uploaded to EDA on 7.11.24.
- Review committee to Review in August (See Becky's Report)



5th to 7th Sewer Line Replacement

(KLJ # 2304-01231)

Reason for Project: Refurbishment of an 8" sewer line between 7th Avenue and 6th Avenue and a 10" sewer line between 6th Avenue and 5th Avenue in the alley way between 1st Street and Main Street in Laurel, Montana. The existing sewer line experienced several collapses last year.

Project Scope: To replace approximately 363 lineal feet of 8" and 383 lineal feet of 10" and will include the update of 3 manholes and associated surface replacement.

Current Status:

- Work Order Signed by City in September 2023
- Survey scheduled for week of October 16th, 2023
- Base Drawing created and Working on preliminary design
- Preliminary Plans and EEOC sent to City on 12.14.23
- DEQ Approval received on 2.20.24
- Project began advertising on 3/14/24 and bid open will be 3.28.24
- Project awarded to Western Municipal Construction
- Construction started on June 10th 2024
- Sewer Line fully installed and accepted on 7/10/24
- Change Order Requested by City personal put together with cost estimate and submitted to City on 7/10/24
- City reviewed CO#1 cost and elected not to pursue
- Contractor achieved Substantial Completion on 8/1/24
- As of 8/16/24 they have not reached final completion (waiting on asphalt correction)

Laurel Planning Services (KLJ #1804-00554)

Reason for Project: KLJ has been retained to provide City of Laurel planning services as needed.

Project Scope: Planning services may include; subdivision, zoning, development, floodplain hazard management, miscellaneous reviews and other related work. KLJ will prepare staff reports, recommendations, and attend meetings upon request.

Current Status:

- Zoning Regulations Update.
 - Draft regulations sent to City April 11th, 2023
 - Zoning Map approved by Commission on August 16th, 2023
 - Staff Recommendation to Zoning Commission to occur on December 20th, 2023
 - Back to Planning Board Meeting on 1/17/23



*City of Laurel Project Status Update
August 19th, 2024*



- City to publish advertisement for Public Hearing
- To be presented at Workshop on 5/7/24
- Adoption occurred at Council on 5/14/24
- 2nd Reading and Public Hearing on 5/28/24.
- Regulations adopted by Council. Minor wording and numbering corrections needed.
- Wording and numbering corrections made and submitted to Kurt 7/3/24
- Kurt comments on 8/6/24, waiting on his final comments
- Downtown Parking Study. – Project Closed Out
- Mogan Elementary School Property Annexation
 - Application package submitted 1/17/24
 - Recommendation letter send 1/24/24
 - 2nd Application package submitted 2/23/24
 - 2nd Application package recommendation letter sent 3/26/24
 - Annexation approved by Council on 5/14/24
 - Submittal Package received by City 6/4/24
 - Reviewed and returned 6/18/24
 - 2nd packed received 6/24/24
 - Reviewed and returned 7/8/24
 - 3rd package received 7/9/24
 - Water extension approved by City and DEQ
 - Installation of water is completed.
- Lance Hull Annexation
 - Plans approved and capacity to serve letter issued 2/7/24
 - Construction began 4/15/24
 - Floodplain Permit issued 5/9/24
 - City Utility and Street Extension is in progress
 - Meeting with all parties about drainage on 7/10/24
 - City has yet to accept final completion
- Love's Annexation
 - Annexation Application received 3/25/24
 - Revised Package received by City on 5/2/24
 - City requested KLJ to review on 7/12/24
 - Review sent back to City on 7/18/24



Other Notes and Information

Other potential projects have been identified during recent conversations between City staff and KLJ. City Public Works staff and KLJ task leaders meet monthly to discuss current and future projects. As these are tentative, the timing and extent of KLJ's services are TBD, unless noted otherwise.

Anticipated FY24 Projects

- Bulk Water Sales Station
 - Pushed back to a 2025 project
- West 7th Street Water and Valve Replacement
 - Pushed back until West Railroad Street is completed.

Applicant(s) & Point of Contact	City of Laurel Dave Waggoner, Mayor			
Project Location city, county, EDD	City of Laurel, Yellowstone County, Beartooth RC&D			
Budget and Source of Funds	Applicant	EDA	Other	Total
	\$ 205,161	\$ 820,643		\$ 1,025,804
Project Name	City of Laurel Water System Redundancy Project (the Project)			
What issue/need does the project address?	The Laurel water distribution system has the following deficiencies: 1) Lack of redundancy in water storage & distribution piping, 2) Improper pressure zone configuration, 3) Lack of water storage in upper pressure zone, & 4) Substandard fire protection. The Project will address these deficiencies through pre-construction planning activities leading to construction.			
Project Scope of Work: Details of what EDA funds will be used for: <ul style="list-style-type: none"> • For construction, provide general details such as feet of road and type; building will be type, size, and new vs renovation, etc. • For non-construction: purpose of contracts; if staff, what they will be doing and are they existing or new staff; what are deliverables, etc. 	<p>EDA funds are requested for pre-construction planning, environmental, land identification/acquisition, and engineering activities for construction of a new water storage tank and related water piping. The following specific planning activities will be required to create "shovel ready" plans necessary to construct the new water storage tank and related piping that will address the lack of water system redundancy and water pressure and fire protection concerns:</p> <ul style="list-style-type: none"> * Survey * Preliminary Engineering Design (60 percent design) * Environmental Assessment (MEPA/NEPA) and related agency consultations and approvals * Public/Stakeholder engagement and equity analysis * Identification of utility impacts/drafting of agreements/plans for any identified utility relocations * Creation of right-of-way (ROW) plats and temporary construction easement exhibits and appraisals for acquisition. <p>Completion of the planning project will result in "shovel ready" plans that will provide the City the opportunity to pursue additional necessary funding for construction activities to include development of a new water storage facility and related distribution piping that will create water system redundancy, address current pressure and fire protection concerns, and allow for continued business and economic development, while addressing flood risks/vulnerabilities through more climate resilient infrastructure.</p>			
Project Outcomes <ul style="list-style-type: none"> • Jobs retained or created • Private Investment • new students trained • feasibility analysis • new capacity/capabilities 	<ol style="list-style-type: none"> 1) Opportunity for creation of additional jobs/industries 2) Opportunity for private investment through new business 3) Creation of water infrastructure & related system redundancy that supports increased capacity and assurances (to serve existing and anticipated development) & addresses climate resilience 			

<p>Other Notes: Other projects connected with this activity:</p> <ul style="list-style-type: none"> • connection with federal/state initiatives • eligibility (disaster, opportunity zones, distress) • Where is local match coming from? • Any special challenges or issues (permitting, enviro, match, etc.) • How does this project fit in context of a bigger applicant vision. 	<p>In 2023, City of Laurel had a preliminary engineering report (PER) completed that outlined water system deficiencies. This was part of improvements the City had already made to address water supply and treatment. While water quality in Laurel is good, lack of system redundancy and areas of low water pressure that negatively impacts fire protection are threats to overall water system functioning. Should there be a significant wildfire or community structure fire, depending on the area, there would be inadequate water pressure to address fire fighting needs. Additionally, the existing water tank is older and in need of cleaning and basic repairs. This cannot be done as there is no additional water storage. Failure to address these concerns pose health and safety risks to the community and potential issues of non-compliance with Department of Environmental Quality (DEQ).</p> <p>Local match is being provided by the City of Laurel utilizing the City's Water Enterprise Program funds.</p> <p>Laurel is growing. The water system redundancy project is part of the community's larger vision for recruiting new business and ensuring that current businesses have consistent access to safe, clean water. Several existing businesses are heavily dependent on City water to operate their businesses and the City is currently in negotiations with new businesses (including a large travel stop) to develop. The Project is aligned with the 2022 Regional CEDS for infrastructure development, economic growth and resiliency, and business/entrepreneurship development.</p>

Matt Wheeler

From: Pratt, Aaron (Federal) <APratt@eda.gov>
Sent: Monday, August 19, 2024 1:25 PM
To: Becky Rosenleaf
Cc: City Mayor; Matt Wheeler; Kurt Markegard; Kelly Strecker; Ryan Welsh
Subject: RE: Laurel Project - EDA Grant

Hi, Becky –

Thanks very much for this additional information. It's clear to me this is a high-priority project for Laurel, and that no stone will be left unturned in securing funding for this project as it is currently phased.

Much appreciated!

Aaron

From: Becky Rosenleaf <becky.rosenleaf@kljeng.com>
Sent: Friday, August 16, 2024 11:16 AM
To: Pratt, Aaron (Federal) <APratt@eda.gov>
Cc: City Mayor <citymayor@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>; Kurt Markegard <kmarkegard@laurel.mt.gov>; Kelly Strecker <kstrecker@laurel.mt.gov>; Ryan Welsh <ryan.welsh@kljeng.com>
Subject: RE: Laurel Project - EDA Grant

Aaron, thank you for your time yesterday discussing Laurel's pending application for EDA Disaster Supplement Funding to complete planning activities for the Laurel Water System Redundancy Project (the Project). Based on our conversation, I am emailing to preemptively address one of the predominant questions you are anticipating to be asked during the formal IRC. If EDA funds the planning portion of the project, are there any assurances that the implementation of the project will follow in a timely manner?

As you are very aware, all substantial infrastructure projects are dependent on the ability of communities to identify and secure funding. While there are never guarantees, in discussions with the City and in submission of this grant request, we are confident saying the City is doing everything in their power to ensure that once planning for the project is completed, they can move to construction. To that end, we submit the following information for consideration:

1. This Project is the #1 priority project in the City's Capital Improvement Plan (CIP)
2. The City is currently conducting a rate study that they anticipate will give them adequate information to increase both water and sewer rates to be in greater alignment with service use and need. It is anticipated rate increases will be implemented over the next 3-5 years, increasing as much as 5 percent each year. Final numbers, rates, and the phased approach will be determined at the end of the rate study.
3. The City has been working with KLJ proactively to identify additional grant funds, starting in 2026, for completion of the project. This includes anticipating grant requests for construction to Department of Natural Resources and Conservation (DNRC), Montana Coal Endowment Program (MCEP), Economic Development Administration Public Facilities (EDA), and Bureau of Reclamation (BOR).
4. Even if anticipated grants were all awarded and the City moves forward with increased user rates, the size of the project will require it be Phased. The 2023 PER outlines various ways in which this can be done to address the most pressing issues first and to do this in a timely manner that would ideally result in completion of the entire project in a 3-5 year time frame, allowing the City the opportunity to budget in annual increments.

In November 2023, KLJ signed a task order with the City of Laurel to assist in the development and submittal of funding applications for the City of Laurel Water System Redundancy Project (the Project). Based on the preliminary engineering report (PER) completed in 2023, the Project will address the following deficiencies in the existing water distribution system: 1) Lack of redundancy in water storage and distribution piping, 2) Improper pressure zone configuration, 3) Lack of water storage in the upper pressure zone, and 4) Substandard fire protection.

Because a PER had been completed, it was originally anticipated that grant applications would address final design and construction. However, after discussion with several of the proposed grant program managers, the City, and the engineers, it became clear that there was significant additional planning that needed to be completed before there could be “shovels in the ground.” While the PER provided significant information to determine the extent of the issues and to select a preferred alternative, several additional planning activities are necessary to be ready for construction, and to be competitive for construction/implementation grants. Planning tasks remaining are:

- Identification of the final location for new/improved infrastructure elements
- Survey
- Preliminary Engineering and Design (up to 60 percent design)
- Environmental Assessment (MEPA/NEPA)
- Public/Stakeholder Engagement and Equity Analysis
- Identification/resolution of utility impacts and coordination of any anticipated relocation
- Creation of right-of-way (ROW) plats and temporary construction easement exhibits and appraisals for land acquisition
- Final engineering and design for bid package to be released

In initial conversations with the City and as outlined in the original task order, we anticipated applying for grants from Montana Coal Endowment Program (MCEP), Department of Natural Resources and Conservation (DNRC), Economic Development Administration (EDA), and Bureau of Reclamation (BOR), WaterSmart. Because of the categorization of the project as being in a “middle” place - already a PER (which is typically what MCEP and DNRC qualify as planning) but not ready for construction (which is what funders qualify as an implementation project), it was determined that applications to MCEP, DNRC and WaterSmart would either be ineligible or noncompetitive. While funding agencies will never say “don’t apply,” conversations with representatives/directors of both MCEP and DNRC indicated they felt it would be hard to be competitive in either planning or implementation for these reasons. WaterSmart has similar criteria/merit criteria.

For this reason, it was determined to focus initial efforts on just the EDA grant application and to utilize this to request funding to finish planning activities, making the Project eligible/competitive for construction/ implementation funding. Planning activity costs are estimated at \$1,025,804. EDA requires a 20 percent match, resulting in a grant request of \$820,643 (the City’s match is \$205,161). An application to EDA was submitted on July 11, 2024. EDA has been moving the application through internal division review and anticipates a full Internal Review Committee Review/Award Recommendation this month (August). Funds MUST be obligated by December 31, 2024. As a result, if funds are awarded, work is anticipated to begin early in 2025 and be completed no later than spring of 2026.

Chapter 12.32 TREES AND BOULEVARDS*

Sections:

12.32.010 Boulevards to be kept in grass and trees.

All boulevard areas must be kept in grass and trees unless specific permission is granted by the city council for other purposes. Any person failing to comply or violating the provisions of this section shall be deemed guilty of a misdemeanor.

(Ord. 05-1 (part), 2005)

12.32.020 Boulevards—Regulation of trees on.

The owner of property adjoining a boulevard shall be responsible for the care and maintenance of the boulevard and he shall keep the trees planted thereon trimmed and in a condition so that the same shall not be a public nuisance; and, if necessary for the city to remove any trees from such boulevard, the costs of such removal shall be assessed against the abutting property owner.

(Ord. 05-1 (part), 2005)

12.32.030 Cottonwood trees prohibited.

No cottonwood trees shall be planted or allowed to grow on private property or boulevards within the city limits.

(Ord. 05-1 (part), 2005)

12.32.040 Definitions.

As used in this chapter:

"Park trees" mean trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the city, or to which the public has free access as a park.

"Street trees" mean trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways within the city.

(Ord. 05-1 (part), 2005)

12.32.050 Creation and establishment of a city tree board.

There is hereby created and established an advisory board to the city council which will be known as the city tree board for the city of Laurel ("board") which shall consist of seven members who are residents of the city or who live within two miles thereof, and who shall be appointed by the mayor with approval of the city council. The members shall come from different interest groups including homeowners, tree professionals, street department, and city government.

(Ord. 05-1 (part), 2005)

File Attachments for Item:

9. Emergency Services Committee Minutes of August 26, 2024.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, AUGUST 26, 2024**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, August 26, 2024, by Chair- Heidi Sparks

Members Present: Heidi Sparks- Chair, Jodi Mackay- Vice Chair, Irv Wilke

Others Present: Police Chief Stan Langve, Fire Chief JW Hopper, Ambulance Chief Lyndy Gurchiek

Public Input:

General Items:

1. No quorum. Approval of Emergency Services Committee minutes of July 22, 2024.
 - a. This will carry over to the September meeting

2. Update from Emergency Departments
 - a. Police Chief Stan Langve- Report attached
 - i. Year to date crimes reported is steady with the 3-year reporting average of 833. Increase in mental health and disturbance calls, as well as calls to the Yellowstone River.
 - ii. One position is open which will put the department at 15. Hoping to have this filled by the end of the year.
 - iii. Recruiting for the Reserves as well. Currently, have 4 very active reserve officers, with a total of 7 reserve officers total.
 - b. Fire Chief Hopper- Report attached
 - i. 60 calls during this reporting period.
 - ii. DNRC Staffing Hours for a total of 2,158 YTD. With the DNRC Staffing, the firefighters are paid through DNRC for their hours. The City also receives a DNRC truck.
 - iii. Current staffing is at 33, like to keep the department numbers between 30-35 volunteers. Starting to see difficulty in getting volunteers.
 - iv. Just found out we were granted a DNRC grant, which will be used to purchase wildland pants. Will receive the letter with final amount hopefully this week. This will then come to Budget Finance to approve the purchase, then make the purchase. Once the purchase has been complete, will submit the invoice for reimbursement from the DNRC
 - v. Auction money was closer to \$13,000- the school bus went for more than listed in the report
 - c. Ambulance Chief Gurchiek- Report attached

- i. 8 times on a previous call where they could not get a second crew together. This number is higher than what is reported because a second crew was able to be put together for the additional call.
- ii. May and June requested numbers have been corrected and noted in the report.
- iii. Hired a full time EMT from the volunteer pool. Posted internally for the final open full-time position. Hope to be fully staffed and training complete by November, which will allow for 3 staff on shift.
- iv. Chief Gurchiek was selected to serve on the MT DPHHS EMS & Trauma EMS Advisory Committee. This will be a 3 year term starting in September.

New Business:

Old Business:

Other Items:

Announcements:

3. Next Meeting will be Monday, September 23, 2024, at 6:00pm in Council Chambers

Meeting adjourned at 6:30pm

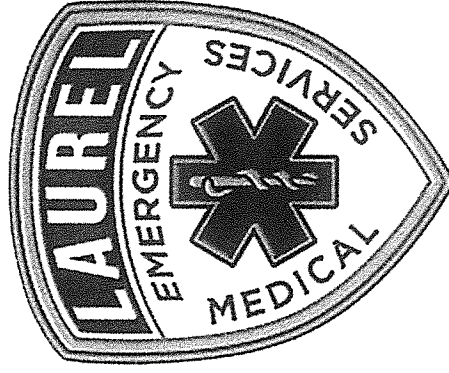
Laurel Emergency Services Report created 8/26/24:

2020	2021	2022	2023
1090 requests for service	1228 requests for service	1238 requests for service	1300 requests for service
159 times LEMS was unavailable	135 times LEMS was unavailable	177 times LEMS was unavailable	171 times LEMS was unavailable
72 times AMR was unavailable	34 times AMR was unavailable	48 times AMR was unavailable	23 times AMR was unavailable
288 responses in Ward 5=2.7% of calls outside of the city of Laurel	318 responses in Ward 5=26% of calls outside of the city of Laurel	351 responses in Ward 5=29% of calls outside of the city of Laurel	351 responses in Ward 5=27% of calls outside of the city of Laurel

Recent Month Summary:

July 2024:

Requests	134
Missed Calls	10 = 7%
Shortest Delay	15 minutes
Longest Delay	53 minutes
Average Delay	28 minutes
Fire Driver Available	2 times
City Driver Available	2 times
QRU Response With 1 Provider	3 times **
On A Previous Call	8 times
No Crew / Provider Available	0 time
AMR Transported or Responded	4 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
HELP Amb Transported or Responded	1 time
Columbus Transported or Responded	0 times
Joliet Transported	0 times
Park City Transported	0 times
PD Assisted Pt or Transported	1 time
FD Assisted Pt no transport	0 times
POV Transport	2 times
Refusal or no transport	2 time
YCSO Transported	0 times
MHP Transported	0 times



**2 times the QRU responded and the patient refused / no transport to hospital or no patient found.

35 responses in Ward 5 = 27% of calls outside of the city of Laurel

5 LEMS responses for mutual aid

2024 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2024
Requests	124	114	95	99	114*	117*	134						698
Missed Calls	9	7	5	9	6	7	10						53
Shortest Delay (minutes)	22	11	17	19	8	18	15						8
Longest Delay (minutes)	45	40	24	51	38	37	53						53
Average Delay (minutes)	32	27	21	30	26	28	28						28
Fire Driver Available	20	15	4	16	17	12	2						89
City Driver Available	3	1	0	3	0	0	2						9
QRU Response w 1 Provider	6*	3	0	4	1	1	3						18
On A Previous Call	1	5	2	3	4	5	8						58
No Crew / Provider Available	2	0	3	2	1	0	0						8
AMR Transported or Responded	6	5	3	4	3	5	4						30
Columbus Transported or Responded	0	0	0	0	0	1	0						1
Joliet Transported	0	0	0	0	0	0	0						0
Park City Transported	0	0	0	0	0	0	0						0
Red Lodge Transported	0	0	0	0	0	0	0						0
HELP Flight Transported	0	0	0	0	0	0	0						0
HELP Amb Transported or Responded	0	0	0	1	0	1	1						3
POV Transport	3	2	2	3	1	0	2						13
PD Assisted Pt or transported	0	0	0	0	0	0	1						1
FD Assisted Pt no transport	0	0	0	0	0	0	0						0
YCSO Transported	0	0	0	0	0	0	0						0
MHP Transported	0	0	0	0	0	0	0						0
QRU/AMR, Refusal or No Patient	0	0	0	1	1	0	2						4
Responses in Ward 5	43	20	29	24	37	30	35						218
LEMS response for mutual aid	8	2	6	1	4	3	5						29

*correction made after report given

Other Reporting Information

- Staffing – volunteers – working on training the new volunteers, going well and all are fitting in and performing great. With the mill levy money for full time staffing, we have offered a job to a volunteer EMT that is just finishing Paramedic school, she has accepted and completed her first week of training. We have posted the second open full time EMT position internally and should have that spot offered by 30th. Once that position is filled we will have all of our allotted full time staff. I anticipate having them all trained and working their shifts by November if all goes well.
- We have been very busy with training of the volunteers and full time staff. 1 of our full time paramedics successfully completed the paramedic credentialing portion and is able to work on his own. The newest full time paramedic with extensive experience is done with training and able to work on her own as well.
- Care 1, was out of service due to the hydraulic lift, we finally have confirmation of a mechanic that can evaluate the issues – he is going to be in town Tuesday/Wednesday. We will keep you posted on the progress. Care 2 had a cylinder injector go out, it was out of service for approximately 2 weeks getting fixed. It is back in service again. Care 3 over the last couple weeks has been down for 2 issues, break/rotor repair and battery failure, quick turn around on both issues.
- Our old QRU – 1998 expedition, only used as back up for our main QRU or short drives in town, is going up for auction. Matt's city truck, 2015 F150, he is replacing and has been given to us to replace the old QRU and used as a medical command vehicle. It is being striped and set up as an emergency response vehicle, will keep you posted as it is completed.
- I have been selected to sit on the MT DPHHS EMS & Trauma EMS Advisory Committee. I am the Service Manager Government Owned Ground Ambulance Representative. The purpose of the EMS Advisory Committee (EMSAC) is to advise DPHHS on matters including: the equipment and materials required for an emergency medical service, the data to be collected and submitted to the department, patient care standards etc.



LAUREL FIRE DEPARTMENT

215 West 1st Street • Laurel, Mt • 59044 • Office 406.628.4911 • Fax 406.628.2185

Emergency Services Meeting 7/22/2024 – 8/26/2024

Calls-

- Responded to **60** Total Calls for 7/22/2024 – 8/26/2024.
- Ambulance driver calls- **2**
- Total Hours on Calls-
 - Firefighters – **343** 7/22 – 8/26
 - Officers – **232** 7/22 – 8/26
 - Combined Hours – **575** 7/22 – 8/26
 - Training Hours - **2082** YTD
 - DNRC Staffing Hours – **2158** YTD

Training-

- Fire Reports
- Open water rescue.
- BNSF
- Help Flight

Rookie School Training-

- Engine Operations
 - Driving
 - Pumping

Department News-

- Current Numbers
 - 33 Members
 - 2 firefighters on leave of absence. (one set to come back soon)
 - 1 firefighter will graduate next month.
 - 1 firefighter halfway through rookie school.
 - 2 firefighters just started rookie school.
 - 3 firefighters awaiting approval from CC.
 - 2 firefighters in application process
 - 3 firefighters resigned from the department.
- Misc.-
 - New Truck
 - In the build process.
 - DNRC Staffing
 - Staffing has been busy.
 - Responded to 27 DNRC fires.
 - Maintenance on Apparatus
 - Auction items are listed.
 - Brush 1 - \$5650
 - School Bus - \$1500
 - Duce - \$3125
 - \$10,275
 - New Bullard Wildland Helmets
 - Wildland Pants
 - Am working to purchase from donations from last year.



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Chief of Police Stanley J Langve

Emergency Services Report August 26th, 2024

For the reporting period of July 22nd through this morning, the FAP has had a combined 1093 calls for service. This is up 6.5% for the three-year average of 1,026. Total Calls for Service were 6,156 this morning which is down 7.2% over the three-year average of 6,631. Year to date crimes reported are at the 3-year average (833), while the 142 for the reporting period is an increase of 6.5% over the 113, 3-year average for the same reporting period.

We are coming off a busy summer schedule that has seen a lot of Field Training. Officer Collins was able to get into the Basic Academy that started August 18th. We anticipate his graduation on November 8th. He will then have a few weeks to reacclimate and finish his Field Training. The last remaining candidate we had in the hiring pool was offered and then declined a position, so we have reopened applications and hope to have a candidate by the end of the year. We are also opening applications for desperately needed Reserve Officers.

Respectfully,

Chief Langve



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 • Phone 406-628-8737 • Fax 406-628-4641

Total Calls

Printed on August 26, 2024

[CFS Date/Time] is between '2024-07-22 00:00' and '2024-08-26 13:50' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	1	1
: Abandoned Vehicle	48	48
: Agency Assist	70	70
: Alarm - Burglary	11	11
: Alarm - Fire	4	4
AMB : Ambulance	106	106
: Animal Complaint	4	4
: Area Check	3	3
: Assault	8	8
: Bad Checks	0	0
: Barking Dog	4	4
: Bomb Threat	0	0
: Burglary	1	1
: Child Abuse/Neglect	1	1
: Civil Complaint	14	14
: Code Enforcment Violation	13	13
: Community Integrated Health	11	11

Code : Description	Totals	
: Counterfeiting	1	1
: Criminal Mischief	9	9
: Criminal Trespass	5	5
: Cruelty to Animals	8	8
: Curfew Violation	20	20
: Discharge Firearm	4	4
: Disorderly Conduct	6	6
: Dog at Large	18	18
: Dog Bite	3	3
DUI : DUI Driver	10	10
: Duplicate Call	5	5
: Escape	0	0
: Family Disturbance	24	24
: Fight	5	5
FIRE : Fire or Smoke	31	31
: Fireworks	0	0
: Forgery	0	0
: Found Property	8	8
: Fraud	3	3
: Harassment	7	7
: Hit & Run	3	3

Code : Description	Totals	
: Identity Theft	2	2
: Indecent Exposure	1	1
: Insecure Premises	2	2
: Intoxicated Pedestrian	2	2
: Kidnapping	0	0
: Littering	0	0
: Loitering	0	0
: Lost or Stray Animal	9	9
: Lost Property	4	4
: Mental Health	9	9
: Missing Person	6	6
: Noise Complaint	5	5
: Open Container	0	0
: Order of Protection Violation	2	2
: Parking Complaint	13	13
: Possession of Alcohol	0	0
: Possession of Drugs	2	2
: Possession of Tobacco	0	0
: Privacy in Communications	1	1
: Prowler	0	0
: Public Assist	69	69

Code : Description	Totals	
: Public Safety Complaint	15	15
: Public Works Call	9	9
: Report Not Needed	7	7
: Robbery	0	0
: Runaway Juvenile	4	4
: Sexual Assault	2	2
: Suicide	0	0
: Suicide - Attempt	2	2
: Suicide - Threat	6	6
: Suspicious Activity	83	83
: Suspicious Person	21	21
: Theft	31	31
: Threats	11	11
: Tow Call	0	0
: Traffic Accident	20	20
: Traffic Hazard	8	8
: Traffic Incident	29	29
: TRO Violation	1	1
: Truancy	0	0
T/S : Traffic Stop	204	204
: Unattended Death	1	1

Code : Description	Totals	
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	5	5
: Vicious Dog	3	3
: Warrant	14	14
: Welfare Check	21	21
Totals	1093	1093

File Attachments for Item:

10. Park Board Minutes of September 5, 2024.



**AGENDA
CITY OF LAUREL
PARK BOARD
THURSDAY, SEPTEMBER 05, 2024
5:30 PM
COUNCIL CONFERENCE ROOM**

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

The meeting was called to order at 5:33 by Irv Wilke with Evan Bruce, Tom Canape, Paul Kober, Richard Klose, Jon Rutt and Phyllis Bromgard in attendance. Matt Wheeler was present from the city.

No Visitors

General Items

1. LPB Aug 1, 2024, Minutes – Richard made a motion and Phyllis 2nd to approve the minutes. Motion passed.

New Business

2. Income from Riverside Campground this year – Matt Wheeler reported that fiscal year 2024 through June 30 was \$33,373 and year to date this year is over \$10,000. It was discussed about starting an enterprise fund for the parks.
3. Tennis Courts – Proceeding under the Laurel Montana Community Foundation.
4. Legion Baseball discussion – Jon Knaub presented a need to allow the Laurel High School baseball program to use the Legion Field from March to May each year. Jon made a motion to send the present contract to the City Attorney to modify it for this purpose. Richard 2nd and motion passed. Tom Canape will follow up with the City Attorney.
5. Riverside Park National Historic discussion – National Historic Application attached. This is a heads up as we are not involved in the application or approval. Grants are available if we are approved.
6. Stone Age legacy games – Rotary Cornhole set has been ordered and will be installed in Thompson Park.

Old Business

7. Other Parks in Laurel – The signs are here for donating to the Laurel Parks fund at the Laurel Montana Community Foundation site. Installation to follow. Laurel Tree fund has recommended trimming trees in Thompson Park at an estimated cost of \$11,000. Lion’s Club investigating painting the dock before winter at Lion’s Park. Sprinkler system being installed at Kiwanis Park.
8. American Legion Building at Riverside Park – Floor has been leveled and the flooring will be installed after the walls are sealed again.
9. Riverside Park - Lead cleanup – Riverstone Health will be asked to assess the ability for uses and recommend moving forward.
10. Riverside Hall - Lions Club – Nothing new.
11. Russell Park Seeding – Weed killer and fertilizer has been applied and paid for by the contractor.

Other Items

Nothing new

Next meeting is October 3rd

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

Meeting adjourned at 6:26

Submitted by Jon Rutt

File Attachments for Item:

11. Resolution No. R24-83: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.

RESOLUTION NO. R24-83

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH ACE ELECTRIC, INC.

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 Ace Electric, Inc., 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 Ace Electric, Inc. on behalf of the City.

Introduced at a regular meeting of the City Council on the 24th day of September 2024 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 24th day of September 2024.

APPROVED by the Mayor on the 24th day of September 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 24th day of September, 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 Ace Electric, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 808 W. Main Street, Laurel, MT 59044, 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 3/27/2024, 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 up to but not exceeding ten thousand dollars and no cents (\$10,000.00) 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 24th DAY OF SEPTEMBER 2024.

CITY OF LAUREL

CONTRACTOR

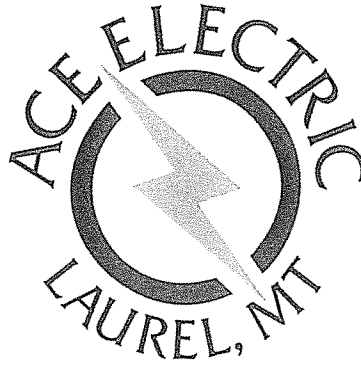
Dave Waggoner, Mayor

Ace Electric, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



To: City of Laurel
Attention: Matt Wheeler
Reference: Heat Pump Wiring
Date: 3/27/24
Proposal#: 5662

WE PROPOSE TO FURNISH ALL LABOR AND MATERIAL
To run power circuit to 4 Mitsubishi Split unit in City hall council chamber room

INCLUDED: Wire , Conduit, breakers

EXCLUDED:
GRT Tax 1%
Painting, patching

Acknowledged Addenda-

Total Proposed Price: \$10,000.00

EXCLUDES BONDING. IF NEEDED ADD 1%

1. THIS PROPOSAL IS FIRM FOR 30 DAYS
2. INSTALLATION IS GUARANTEED FOR ONE YEAR

Travis Tabbert | Ace Electric, Inc
808 W Main Street | P.O. Box 520 | Laurel, MT 59044
Office: 406-628-8886 | Cell: 406-850-0612 | ttabbert@aceelectricmt.com

File Attachments for Item:

12. Resolution No. R24-84: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Cindan Heating & Cooling Co., Inc.

RESOLUTION NO. R24-84

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH CINDAN HEATING & COOLING CO., INC.

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 Cindan Heating & Cooling Co., Inc. 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 Cindan Heating & Cooling Co., Inc. on behalf of the City.

Introduced at a regular meeting of the City Council on the 24th day of September 2024 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 24th day of September 2024.

APPROVED by the Mayor on the 24th day of September 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 24th day of September 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 Cindan Heating & Cooling Co., Inc., a contractor licensed to conduct business in the State of Montana, whose address is 1415 Ridge Drive, Laurel, MT 59044, 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 September 12, 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 seventeen thousand five hundred seventy-five dollars and no cents (\$17,570.00) 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 24th DAY OF SEPTEMBER 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Cindan Heating & Cooling Co. Inc

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

CINDAN HEATING & COOLING CO., INC.
Since 1958
1415 Ridge Drive
LAUREL, MONTANA 59044

PROPOSAL

Page No. _____ of _____ Pages

(406) 628-6518 Fax (406) 628-~~6518~~ ⁶²⁰⁴

To:

LAUREL City Hall

LAUREL, MT

JOB NAME / #	
Council Chambers A/C	
LOCATION	
PHONE	DATE
	9-12-24

We hereby submit specifications and estimates for:

Installation of Mitsubishi split system A/C
for Council Chambers

Upgrade to 3 1/2 T. A/C. Hang EVAP unit in Room
Set A/C Condenser outside - Hookup of refrigerant Lines + DRAIN
ELEC TO EVAP unit. NO ELEC figure for A/C Condenser
\$13410⁰⁰

Installation of Mitsubishi mini split A/C for Judges Room.
9,000 BTU system. installation - NO ELEC figure for outdoor A/C
\$4160⁰⁰

Total. \$17570⁰⁰

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications, for the sum of: _____ dollars (\$ \$17570⁰⁰).

Payable as follows:
upon completion of installation

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost 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.

Authorized Signature

Dan Jon

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

File Attachments for Item:

13. Resolution No. R24-85: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Prorover.

RESOLUTION NO. R24-85

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH PROROVER.

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 Prorover, 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 Prorover on behalf of the City.

Introduced at a regular meeting of the City Council on the 24th day of September 2024 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 24th day of September 2024.

APPROVED by the Mayor on the 24th day of September 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 24th day of September 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 Prorover, a contractor licensed to conduct business in the State of Montana, whose address is 501 South 30th Street, 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 September 12, 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 nine thousand three hundred fifty dollars and no cents (\$9,350.00) 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 24th DAY OF SEPTEMBER 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Prorover

ATTEST:

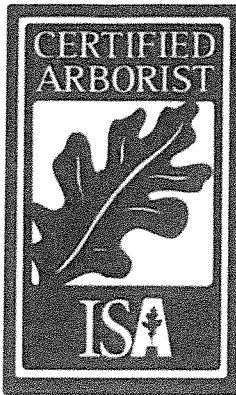
Employer Identification Number

Kelly Strecker, Clerk/Treasurer



proro-ver
cat up a tree rescue

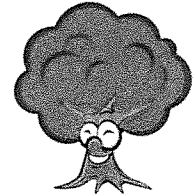
Skilled Arborist Creative Solutions



ISA # 2683A
Patrick Cecil Riedl

MT reg contractor
153913

For city of Laurel
Ref: Thompson park
33 trees
3@700
10@400
5@300
5@200
5@100
5@50
Total: \$9350



- pruning
- cabling
- removals
- stump grinds
- soil amendment
- technical climbing
- bucket work
- free cat rescue
- less than
917 years experience

Remove dead and broken branches
From 33 ash trees.

Please send check to
proro-ver
4431 Vaughn Lane
Billings MT 59101

proro-ver.com

698-6551

Patrick C. Riedl
X Sept 12, 2024

File Attachments for Item:

14. Resolution No. R24-86: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Donahue Roofing & Siding LLC.

RESOLUTION NO. R24-86

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH DONAHUE ROOFING & SIDING LLC.

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 Donahue Roofing & Siding LLC, 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 Donahue Roofing & Siding LLC on behalf of the City.

Introduced at a regular meeting of the City Council on the 24th day of September 2024 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 24th day of September 2024.

APPROVED by the Mayor on the 24th day of September 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 24th day of September 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 Donahue Roofing & Siding LLC, a contractor licensed to conduct business in the State of Montana, whose address is 3970 Avenue D Suite D, Billings, MT 59102, 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 March 25, 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 nine thousand eight hundred thirty-four dollars and twenty-four cents (\$9,834.24) 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 24th DAY OF SEPTEMBER 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Donahue Roofing & Siding LLC

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

ESTIMATE

Donahue Roofing and Siding LLC
 3970 Avenue D,
 Suite D
 Billings, MT 59102
 (406) 248-5428

Sales Representative
 Rob Walla
 (406) 861-4347
 rob.donahuerroofing@gmail.com



Laurel Public Library Dave Wagoner, Mayor
 720 W 3rd St
 Laurel, MT 59044

Estimate # 3192
 Date 3/25/2024

Item	Description	Qty	Price	Amount
Fascia and Soffit partial replacement				
1/2" Plywood	4x8 Sheet to replace water damaged sheets existing on soffit. Up to 10 full sheets cut as needed to fit.			
LABOR	Labor for removing and replacing water damaged plywood soffit.			
7/8" x 2" sheathing staples	To affix plywood sheathing to framing members			
Custom Fascia	Custom bent fascia 24 GA with designer diamond relief pattern used to cover rakes and to slip under under drip edge for water shedding. Several options for fascia material exist, and this is just one idea, which can be changed for similar costs.(COLOR HERE)			
#10-15 x 2" Color matched screws	Protech steel colors. Bag of 100			
Tear Off Labor	Gently remove existing thin weathered shakes from the rake angles over the two entrances. Re-install these pieces of thin cedar shake material in areas where it is missing along the eaves. If only half of these shakes survive removal, there will be enough to use in replacement. Aged color of existing shakes will closely match the existing weathered look of the shakes missing from the eaves.			
Fascia Labor	Labor for installing metal fascia on rake angles over the two main entrances where cedar shakes were removed.			
Staining	Stain the plywood to approximate the color of the existing soffit. Includes cost of the stain.			

Sub Total	\$9,834.24
Total	\$9,834.24

SPECIAL INSTRUCTIONS

We calculated the cost for the work you have requested on your Project. Thank you for the opportunity to bid on your roofing project, we look forward to working with you in the near future. The scope of work will consist of the following:

We propose to remove the weathered wood shakes from the angled roofline rakes above both of the main entrances to the building. These can then be moved to the missing spots in the field along the eaves of the building and re-attached. Many will break in the removal process, but we are predicting enough will be available for re-use on the missing spots of building. The color will match in well since these have been weathering on the building already.

New soffit material of a differing but color coordinating style is planned to be placed onto the area where the cedar shakes were removed, and tucked up under the drip edge on these areas to properly shed water. I estimated the use of 24 GA colored steel to be custom bent to attractively fit this area, but many options exist for this fascia material.

Up to 10 sheets of plywood will be needed to replace the water damaged sheets of soffit. These will be stained to approximate the existing soffit color and custom cut where needed to fit into the existing profiles of the soffit to be replaced. The remainder of the soffit can be nailed in spots where it is sound but sagging, in order to retightened it to the framing members and to hold it back in place as it is not water damaged anywhere except for these 10 sheets being estimated.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum listed above. Payments to be made 100% upon completion of the project.

_____ Date _____
Authorized Signature

Accepted:

Any alterations or deviations from the above specifications involving extra costs of labor or material will only be executed upon written order for the same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

You are hereby written to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to pay the amount mentioned on said proposal, and according to the terms thereof. This guarantee shall not become effective until the contractor has been paid in full for said in accordance with agreement.

Notice: Balance due after 30 days will be charged 1.5% per month. All costs of collections to include attorney's fees shall be assessed.

Accepted by:

_____ Dated: _____

File Attachments for Item:

15. Appointments of Kyle Scott and Dillon Scott to the Laurel Volunteer Fire Department.



LAUREL FIRE DEPARTMENT

215 West 1st Street • Laurel, Mt • 59044 • Office 406.628.4911 • Fax 406.628.2185

9/19/2024

Brittney,

Please move forward with putting the following elected fire fighter in front of the Mayor and City Council.

- **Kyle Scott**
- **Dillon Scott**

JW Hopper

Fire Chief

Laurel Volunteer Fire Department

(O) 406-628-4911

(C) 406-860-0782

jwhopper@laurel.mt.gov

