



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, APRIL 02, 2024  
6:30 PM  
COUNCIL CHAMBERS**

**Public Input:** *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

*Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.*

**General Items**

1. Appointment of Bryce McMurrey to the Laurel Volunteer Fire Department.
2. Appointment of Steve Hurd to the Police Commission for a three-year term ending April 30, 2027.

**Executive Review**

3. Resolution - A Resolution Of The City Council Authorizing The City Of Laurel And The Laurel Urban Renewal Agency (Lura) To Submit A Request For Proposal For A Tif Consultant.
4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.
5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With River Ridge Landscaping, Co.
6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Puritan Commercial Cleaning & Services.
7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.

**Council Issues**

**Other Items**

**Attendance at Upcoming Council Meeting**

**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.*

**File Attachments for Item:**

1. Appointment of Bryce McMurrey to the Laurel Volunteer Fire Department.



# LAUREL FIRE DEPARTMENT

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

March 25, 2024

**Brittney,**

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

- **Bryce McMurrey**

**JW Hopper**

Fire Chief

Laurel Volunteer Fire Department

(O) 406-628-4911

(C) 406-860-0782

[jwhopper@laurel.mt.gov](mailto:jwhopper@laurel.mt.gov)



**File Attachments for Item:**

2. Appointment of Steve Hurd to the Police Commission for a three-year term ending April 30, 2027.

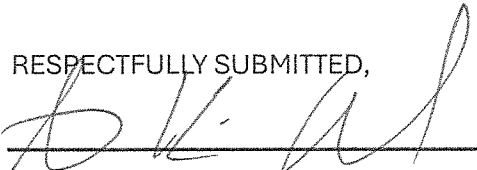
MARCH 13, 2024

TO: MAYOR DAVE WAGGONER

FROM: STEVEN K. HURD

DEAR MR. MAYOR, I WOULD LIKE TO CONVEY MY INTEREST IN CONTINUING TO SERVE THE CITY OF LAUREL IN THE CAPACITY OF POLICE COMMISSIONER. I WOULD LIKE TO BE REAPPOINTED TO THIS POSITION FOR ANOTHER TERM.

RESPECTFULLY SUBMITTED,



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STEVEN K. HURD

1704 DUVAL DRIVE

LAUREL, MT 59044

406-702-3880

**File Attachments for Item:**

3. Resolution - A Resolution Of The City Council Authorizing The City Of Laurel And The Laurel Urban Renewal Agency (Lura) To Submit A Request For Proposal For A Tif Consultant.

## TIFD Coordinator Consultant for Laurel Urban Renewal Agency (LURA) and the City of Laurel

### Scope of Work

The consultant is responsible for administering the Tax Increment Finance District in accordance with state law to ensure compliance, and managing projects related to the expenditures of tax increment funds (TIF) in this District. The consultant will serve the advisory board which may approve and assign duties to the Coordinator insofar as they are aligned with Council-approved TIF programs and projects and in compliance with City policies.

Services provided under this scope of work will comply with all Montana State Tax Increment Finance laws. Consultant must have a thorough understanding of Tax Increment Financing in Montana.

- Provide administrative support to the Laurel Urban Renewal Agency (LURA) Board
  - Develop semimonthly agendas in coordination with the LURA Chairperson
  - Prepare and post meeting notices
  - Notify board members and the public of meeting location, day and time
  - Responsible for concise meeting minutes
  - Attend all Board meetings
  - Communicate regularly with LURA Board and City staff
- Prepare an annual work plan for the Tax Increment Finance District including expenditure budget
  - Develop and Schedule the annual work plan for City Council
  - In coordination with LURA Board present annual plan to City Council for approval
  - Provide (quarterly) Presentations to City Council on LURA activities
  - Identify projects, funding sources, responsible party and scheduling for completion of activities
- Communication/District Liaison
  - Connect with local property owners/business owners within the district on infrastructure needs and improvements, TIFD information and education
  - Provide information to elected officials and community groups on project activity and TIF District operations as requested
  - Participate in the TIFD statewide working group as LURAs representative
  - Be a visible and engaging advocate for the revitalization of the district
  - Enlist the support and participation of various public and private sector organizations and individuals
- Financial Tracking
  - In cooperation with the Board and City Finance, prepare an annual budget and present to City Council for approval
  - Prepare and present TIF funding requests for development activities/projects to City Council for approval
  - Monitor and report status of annual budget to Board and City Finance
  - Process and submit claims for TIF fund expenditures to City Council for approval
  - Research and pursue continued and new sources of funding for development activity/project.



## **Tax Increment Finance District Coordinator**

Department:  
Supervisor:  
Grade:  
Date:  
Prepared By:

### **Job Summary:**

This position will be supervised by the City Planning Manager and is primarily responsible for administering the Tax Increment Finance District in accordance with state law, and managing projects related to the expenditures of tax increment funds (TIF) in this District. This position will serve the advisory boards which may approve and assign duties to the Coordinator insofar as they are aligned with Council-approved TIF programs and projects and City personnel policies.

### **Scope of Responsibility:**

Applies professional/managerial principles and judgment, within overall direction established by senior management, where positive and negative impact directly or indirectly affects the function and output of the work unit or team, with limited financial impact. Solves complex technical or strategic problems, applies technology or business approaches in new ways; develops and recommends new alternatives. Failures and successes impact the department or functional operations, with moderate financial impact on the overall organization. Requires regular interaction to communicate or negotiate important agreements, requiring considerable tact, sense of timing and the ability to engender trust, plus sensitivity to diverse audiences, where relationships involve cooperation within the overall organization and/or directly interfacing with individual customers or vendors.

### **Essential Duties and Responsibilities:**

1. Administrative Duties
  - a. All duties will be performed under the direction of the Planning Manager and in cooperation and coordination of the Urban Renewal District advisory boards.
  - b. The Board may approve and assign duties to the Coordinator insofar as they are aligned with council-approved TIF programs and projects and city personnel policies.
  - c. Provide executive assistance to the Board.
    - Attend all board meetings
    - Notify board members of meetings
    - Prepare agenda in coordination with board chairman
    - Take minutes at board meeting

- d. Prepare an annual work plan<sup>1</sup> for the expenditure of TIF funds.
  - Implement the district master plan
  - Identify funding source, responsible party and scheduling for completing activities/projects listed in the development plan
  - Ensure infrastructure projects are submitted to City for inclusion in the City CIP
- e. Develop and schedule annual Board presentation to the City Council<sup>2</sup>.
- f. Monitor and coordinate annexations in both urban renewal districts and manage amendment process for district as updates are needed based on annexation activity.
- g. Provide information to elected officials and community groups on project activity and TIF District operations as requested.
- h. Periodically review and report status to the Board, City staff, and City Council.
- i. Create and maintain Board website.
- j. This position may be responsible for supervising a small number of employees and/or volunteers.
- k. Enlist the support and participation of various public and private sector organizations and individuals.
- l. Be a visible and engaging advocate for the revitalization of the district.

## 2. Financial Duties

- a. In cooperation with the Board and City Finance, prepare an annual budget and present to City Council for approval.
- b. Prepare and present TIF funding requests for development activities/projects to City Council for approval.
- c. Monitor and report status of annual budget to Board and City Finance.
- d. Process and submit claims for TIF fund expenditures to City Council for approval.
- e. Research and pursue continued and new sources of funding for development activity/project.
  - Public funding sources
  - Grants
  - Private funding sources

## 3. Project Management

- a. Accept and review applications for TIF fund expenditures.
  - Present applications to Board for recommendation to City Council
  - Present Board recommendation to City Council
- b. Solicit proposals for approved development activities/projects.
- c. Prepare contracts for approved development activities/projects.
- d. Obtain Council approval for recommended contracts with firms/vendors.

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<sup>1</sup> 7-15-4220 (1)

<sup>2</sup> 7-15-4220(2)

- e. Ensure all funding source requirements are met in a correct and timely manner.
  - f. Administer grants or coordinate with other organizations/agencies responsible for administering grants for development activities/projects within the district.
4. Economic Development
- a. Coordinate economic development efforts with Big Sky Economic Development (BSED).
  - b. Transfer inquiries for business opportunities to the board and with Board approval to BSED.
  - c. Advocate for economic development in the district.
  - d. Develop and maintain contacts through community involvement, involvement in organizations and other local, regional and national redevelopment and revitalization organizations.
  - e. Communicate with the Board, City staff and City Council through personal contact, Committee involvement, and any other method, including emails, phone calls, and website, necessary to accomplish a thorough exchange of information. Participate, promote, and coordinate activities to enhance the revitalization process through events and media relations.
5. Personnel Development
- a. Stay current with Montana Tax Increment Finance laws and rules.
  - b. Attend training and conferences related to urban redevelopment.
  - c. Participate in City personnel training as required.
6. Perform other duties as assigned.

### **Minimum Qualifications:**

Qualifications require a four-year degree from an accredited college or university with major course work in geography, urban/rural planning or a related field, and three years of related work experience in government or private sector planning. At least five years of progressively responsible planning experience may substitute for the degree required.

### **Physical Demands & Working Conditions:**

Working conditions require moderate physical effort, moving between 5 and 25 pounds, where effort is intermittent, less than 15% of the time. Working conditions require high attention to detail and deadlines occasionally (between 15% and 45% of the time). A typical workday involves exposure to multiple disagreeable elements, none of which are of greater than moderate intensity, on an intermittent basis (less than 15% of the time).

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise. The City retains the discretion to add duties or change the duties of this position at any time.

**RESOLUTION NO. R24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY OF LAUREL AND THE LAUREL URBAN RENEWAL AGENCY (LURA) TO SUBMIT A REQUEST FOR PROPOSAL FOR A TIF CONSULTANT.**

WHEREAS, the Laurel Urban Renewal Agency (hereinafter “LURA”) has requested that the City of Laurel and LURA seek a Request for Proposal for a Consultant to be responsible for administering the Tax Increment Finance (hereinafter “TIF”) District in accordance with Montana State law to ensure compliance, as well as to manage projects related to the expenditures of TIF funds in the District;

WHEREAS, the terms of the Request for Proposal are attached hereto and incorporated herein by reference; and

WHEREAS, the City believes that it is in the best interests of the City and LURA to submit a Request for Proposal consistent with the terms of the attached, in order to retain a Consultant responsible for administering the TIF District.

NOW THEREFORE BE IT RESOLVED by the City Council that the City of Laurel and the Laurel Urban Renewal Agency are authorized to submit a Request for Proposal for a Consultant to administer the Tax Increment Finance District in accordance with Montana state law; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Request for Proposal shall be consistent with the terms of the attached, in order to retain a Consultant responsible for administering the TIF District.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2024.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 2024.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

**File Attachments for Item:**

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

**RESOLUTION NO. R24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH TRUE NORTH CONTRACTING.**

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 True North Contracting, 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 True North Contracting on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2024.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 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 9<sup>th</sup> day of April, 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 True North, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way, Billings, Montana 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 March 19, 2024, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor eight thousand one hundred eighty-seven dollars and no cents (\$8,187.00) 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 9<sup>th</sup> DAY OF MARCH 2024.

CITY OF LAUREL

CONTRACTOR

\_\_\_\_\_  
Dave Waggoner, Mayor

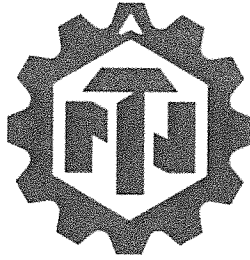
\_\_\_\_\_  
True North

ATTEST:

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer

9431 Anglers Way  
 Billings Mt 59101  
 jb.tnc@outlook.com  
 406-850-8745



# PROPOSAL

Date      Estimate #  
 3/19/2024      11-48

## TRUE NORTH CONTRACTING

City Of Laurel  
 P.O. Box 10  
 Laurel, MT  
 59044

Various Locations

Description	Total		
1322 Beartooth	1,948.00		
Patch 368 sq ft of 3" thick asphalt			
1304 Beartooth	1,260.00		
Patch 196 sq ft of 3" thick asphalt			
603 W 13th	904.00		
Patched 107 sq ft of 3" thick asphalt in 2 holes with 3" thick asphalt			
603 W 13th Pour 5 LF of curb	800.00		
Main St	3,275.00		
Patch 357 sq ft of 6" thick asphalt with 6" thick type "S" state mix			
<p><i>H2O Breaks  over Water</i></p>			
<p>1. Bid does not include price for bond or traffic control.</p> <p>2. The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party.</p> <p>3. Thank you for the opportunity to earn your business</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Total</b></td> <td style="width: 50%; text-align: right;"><b>\$8,187.00</b></td> </tr> </table> <p>ACCEPTANCE OF PROPOSAL _____</p> <p>DATE OF ACCEPTANCE _____</p>	<b>Total</b>	<b>\$8,187.00</b>
<b>Total</b>	<b>\$8,187.00</b>		

*Small Service Agreement*      *Thanks Matt*

**File Attachments for Item:**

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With River Ridge Landscaping, Co.

**RESOLUTION NO. R24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH RIVER RIDGE LANDSCAPING, CO.**

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 River Ridge Landscaping Co. (hereinafter “River Ridge”), 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 River Ridge on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2024.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 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 9<sup>th</sup> day of April, 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 River Ridge Landscaping Co, a contractor licensed to conduct business in the State of Montana, whose address is 3223 River Road, Laurel, Montana 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 February 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 fifteen thousand five hundred dollars and no cents (\$15,500.00) 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 9<sup>th</sup> DAY OF MARCH 2024.

CITY OF LAUREL

CONTRACTOR

\_\_\_\_\_  
Dave Waggoner, Mayor

\_\_\_\_\_  
River Ridge Landscaping

ATTEST:

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer



Date: February 12, 2024

From: Steve Lehenbauer  
River Ridge Landscape Company

To: City of Laurel

Re: Thompson Park Tennis Court restoration

Here is our bid for the Thompson Park Tennis Court restoration in Laurel, Montana. Our price includes installing irrigation to cover the newly graded and seeded area that the old tennis courts occupied. Approximately 22,500 sf. We will install new irrigation zones with Hunter heads to cover this area. The new irrigation will be spliced into the existing park irrigation. New control valves will be controlled by existing irrigation controller.

We will also final grade and seed the area.

Total for Irrigation System: \$12,500.00

Final grade and drill seeding: \$3,000.00

Total: \$15,500.00

Please let me know if I can answer any further questions.

Sincerely,

Steve Lehenbauer  
steve@riverridgelandscape.com  
406-628-7317

**File Attachments for Item:**

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Puritan Commercial Cleaning & Services.

**RESOLUTION NO. R24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH PURITAN COMMERCIAL CLEANING & SERVICES.**

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 Puritan Commercial Cleaning & Services (hereinafter “Puritan”), 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 Puritan on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2024.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 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 9<sup>th</sup> day of April, 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 Puritan Commercial Cleaning & Services, a contractor licensed to conduct business in the State of Montana, whose address is P.O. Box 4012 Missoula, MT 59806, 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 22, 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 one thousand eight hundred seventy-five dollars and no cents (\$1,875.00) monthly 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.

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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**

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**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.

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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 9<sup>th</sup> DAY OF APRIL 2024.

CITY OF LAUREL

CONTRACTOR

\_\_\_\_\_  
Dave Waggoner, Mayor

\_\_\_\_\_  
Puritan Commercial Cleaning & Services

ATTEST:

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer

PROPOSAL

# City of Laurel

115 W 1st St, Laurel, MT 59044

Prepared For:  
Kelly Strecker  
City of Laurel

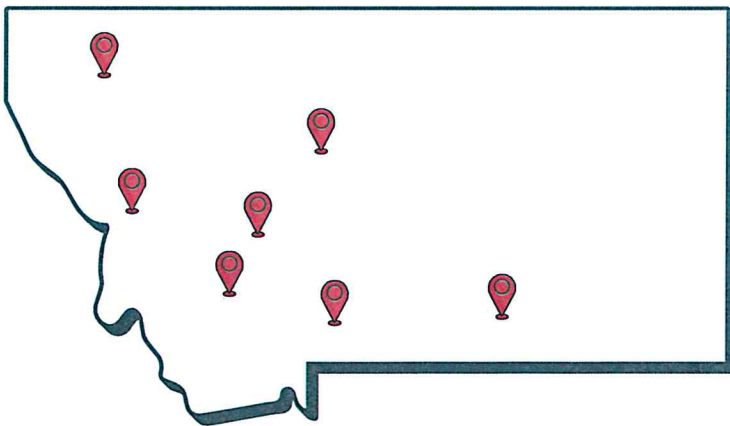
Prepared By:  
Barb Christopherson  
Puritan Commercial Cleaning

03 / 22 / 2024

## ABOUT US

We are truly passionate about the work we do and are fully committed to delivering total customer satisfaction. You can count on us to take excellent care of all your cleaning requirements. For us, nothing provides us with a better sense of fulfillment than knowing that the client is thoroughly pleased with the cleaning solutions we rendered. We believe that the best and only business model to follow is one that puts our customers' needs ahead of our own business interests.

## SERVING ALL OF MONTANA & BEYOND



## ✓ COMPANY FACTS

**40+**  
YEARS IN BUSINESS

**200+**  
EMPLOYEES

**250+**  
CUSTOMERS SERVED

## ✓ OUR VALUES

**CARE FOR PEOPLE**

**PROVIDE EXCELLENT SERVICE**

**INNOVATE CONTINUOUSLY**

**BE HUMBLE**



# OVERVIEW OF SERVICES

Our customers have a variety of facility needs related to their janitorial services. While the routine cleaning services are the foundation of any janitorial program, other tasks are required to make sure your building stays consistently clean and well cared for. Puritan Cleaning offers a full range of services to make facility upkeep easier for you.

## Services We Offer

- Daily Janitorial Services
- Day Porter
- Disinfection
- Carpet Cleaning
- Hard Floor Care
- Upholstery Cleaning
- Window Washing
- Restroom Products and Supplies
- Landscaping
- Snow Removal

## Industries We Serve

- Commercial Offices
- Manufacturing & Industrial Facilities
- Warehouse & Distribution
- Public & Private Schools
- Financial Institutions
- Public Venues
- Medical Offices & Surgery Centers

## A Few of Our Current Customers:



*"Puritan has been incredibly responsive to our changing needs. You bring something to their attention, and it is addressed. You don't have to check up on them you can rest assured that it is done."*

*-- Hospital Facilities Manager*





## ARE WE THE RIGHT FIT?

Some janitorial companies may be too small to adequately meet your facility needs. However, others are so large you rightly wonder if you will get the individual attention you expect. At Puritan Cleaning, we are big enough to meet ALL your facility needs but small enough to deliver an individualized service that leaves you feeling cared for.

### Big Enough to Meet All Your Needs

Facilities like yours have a variety of complex needs. You expect your janitorial contractor to have a smooth startup, offer additional services, adapt to changing building needs, and more. Puritan ensures your needs are met because we have the following:

- Large staff to meet cleaning demand
- Financial resources to ensure smooth startup
- Expertise to handle a variety of service requests
- Established processes to predict consistency
- Experienced leadership to ensure success

### Small Enough To Deliver Personalized Service

There are many advantages to working with a smaller, local company. Greater customer attention, quicker response times, personalized service, and much more. Puritan can offer this personalized service because of the following:

- Locally owned and operated
- Commitment to hiring local people
- Radical care for our team members
- A local reputation we care deeply about

*"It is my pleasure to recommend Puritan Commercial Cleaning for your commercial cleaning and landscaping needs. They currently manage 23 branch locations and provide janitorial and landscaping services. They are a professional company that provides quality services and are proactive in handling day to day issues with quick response times in emergencies."*

*-- Steven, Senior Property Manager*

# Happy Cleaners, Consistent Service.

The Harvard Business Review published a paper demonstrating that happy, thriving employees tend to create loyal customers. Cleaners who love their job and work environment will perform at a higher level, be more consistent, and impress customers at a much greater rate. At Puritan, we firmly believe the truth of this reality, and our results prove this. Our radical commitment to value driven employee care helps us retain better employees longer. Here are a few measures we take to ensure these outcomes:

## Values Driven Foundation

1

At Puritan Commercial Cleaning, we don't just view our cleaners as employees, they are family. This value runs through our entire operation. When people are valued in this way, they work harder, perform better, and stay longer.

## Hiring for Fit

2

Forty years of experience has shown us that the right hiring decisions make all the difference. Our cleaners must possess the following: positive attitude, reliability, trustworthiness, and a desire and ability to perform the work.

## Onboarding and Training

3

The first 30 days of employment will determine success or failure. As such, all new hires go through orientation, safety training, cleaning training, and on-the-job training. We deliver a qualified staff that produces an excellent result.

## Management that Cares

4

Employees go to work for companies, but they leave managers. Without a strong management team that cares, quality will suffer. A central focus at Puritan is radical care for our team, and we preach this message often.

*"The comparison between Puritan and our last cleaners is so drastic that we are still raving about it on a daily basis in our office. We are so ecstatic to have a company that cares so much about us, our patients and the cleanliness of our medical establishment."*

-- Medical Office Manager

## MISTAKES HAPPEN.

### WHAT MATTERS IS HOW YOU RESOLVE THEM.

Cleaning companies make a lot of promises about how great their service is and how happy you, the customer, will be. But if we are being honest, this doesn't always happen. At Puritan Commercial Cleaning, we realize we aren't perfect. We will mess up. We will make mistakes. We will do something that frustrates a customer. However, we believe our response to those mistakes is what matters more.

#### **MISTAKE**

Perhaps an area got missed, a trash can wasn't emptied, or toilet paper wasn't replaced. We are notified by the customer.

#### **IMMEDIATE RESPONSE**

Every issue should be handled as quickly as possible. Within twenty-four hours the manager should have met with the team and fixed the issue.

#### **FOLLOW UP**

After the issue is resolved, follow up is made to the customer. Verification of completion and other details are shared.

#### **PLAN TO IMPROVE**

To prevent recurring issues that could become a source of frustration, a plan to prevent future issues is put in place.

# THE STARTUP PLAN

## Ensuring a Smooth Transition

Switching janitorial contractors brings with it a certain number of unknowns and risks. One question frequently raised is whether the startup process will be smooth or if it will produce headaches, problems, and regret. Puritan Commercial Cleaning understands these fears and has a startup plan specifically designed to alleviate those concerns.

### The Challenge

#### Inadequate Staff

Understaffed startups can leave you with poor cleaning results. Starting up a new accounts requires extra labor to ensure the first few days are a success.

#### Lack of Preparation

Accounts often fail to get started well because the contractor hasn't done their homework. They don't understand the client's needs and the details of the facility.

#### Missed Service

Being understaffed and not adequately prepared during the first week of startup can result in multiple areas being missed. This leads to complaints and frustration.

#### Influx of Complaints

One of the greatest fears you have is multiple people within your facility being very unhappy with the new cleaning service. Bad services reflects poorly on you.

### The Solution

#### Overstaffing Every Startup

At Puritan, we start every new account with an all-hands-on-deck approach. If possible, we overstaff during the first week to limit the risk of inadequate manpower.

#### A Detailed Game Plan

Before we begin work, we gather every shred of detail possible. With this information we build a startup document so even the small things don't get missed.

#### A Plan for Consistency

When Puritan starts a new account, we come prepared on day one. With a detailed plan and employee assignments, the first night should be a good first impression.

#### Proactive Prevention

To limit complaints, you must actively work prevent them. Plans, inspections, and customer feedback loops all work together to make your building occupants happy.

## A Plan for Consistent, Reliable Service

When you hire a janitorial company, you want consistent, reliable service. But this doesn't happen by accident. Getting the end result you desire requires planning, structure, intentionality, and execution. At Puritan, we have an operations plan that helps ensure our customers get the outcome they expect. You want peace of mind that your building is clean and cared for. Here is our plan to make that happen.



### Detailed Cleaner Instructions

- Each cleaner trained using a standardized process to ensure consistency
- Custom scope of work and detailed cleaning schedule created for each customer
- Routine, ongoing training topics covered monthly

### Inspections and Quality Checks

- Managers perform routine inspections
- Inspection results made available to customer
- Results communicated with cleaners
- Praise and feedback given to cleaners



### Customer Feedback

- Regular in-person meetings with customer
- Assess condition of the cleaning program
- Identify areas needing improvement
- Follow up with operations to make adjustments

"I can say with confidence that we have been very pleased with both the quality of the cleaning and the responsiveness of the onsite supervisor and the friendliness of the employees."

-- Ryan, HR Supervisor

# Statement of Work

	Daily	Weekly	Monthly
<b>Common Areas, Offices, and Conference Rooms</b>			
Clean glass on entry doors inside and out	D		
Clean and sanitize all door handles and light switches	D		
Clean and sanitize all exposed desks (Police Only), counters, and tables	D		
Spot-clean all vertical surfaces including walls, desks, and file cabinets	D		
Spot-clean all relight windows	D		
Empty all trash receptacles, replacing any torn or soiled liners. Remove trash and cardboard from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Empty all recycle bins as needed and remove to designated location	D		
Vacuum all traffic areas	D		
Mop all hard floors with neutral cleaner	D		
Straighten chairs and turn off lights	D		
Dust all horizontal surfaces, including desktop items, picture frames, window sills and ledges, shelves, and base of chairs		W	
Detail vacuum all carpeting, including under chairs and desks		W	
Dust all blinds			M
Dust all baseboards and lower ledges			M
Dust ceiling vents			M

	Daily	Weekly	Monthly
<b>Break Room</b>			
Clean and sanitize all counters, tables, and sink	D		
Spot-clean all vertical surfaces including walls and fronts of cabinets and drawers	D		
Spot clean all chairs	D		
Clean exterior of all appliances including refrigerators and microwaves	D		
Empty all trash receptacles, replacing any torn or soiled liners. Remove trash and cardboard from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Empty all recycle bins as needed and remove to designated location.	D		
Mop floor with disinfectant	D		
<b>Restrooms</b>			
Clean and sanitize all fixtures including sinks, toilets, urinals, mirrors, and dispensers with disinfectant	D		
Clean and sanitize all door handles and light switches	D		
Spot-clean vertical surfaces including walls and restroom stalls with disinfectant	D		
Refill all dispensers including toilet paper, paper towels, soaps, and toilet seat covers	D		
Empty all trash receptacles, including feminine waste, replacing any torn or soiled liners. Remove trash from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Mop floor with disinfectant	D		
Remove any hard water stains from sinks and fixtures as needed		W	
Dust all horizontal surfaces including window sills, artwork, ledges, and lights		W	
Dust ceiling vents			M
Replace all odor-control units as needed including air fresheners, urinal screens, and urinal mats where applicable			M

# Proposal

We propose to furnish all materials and perform all labor necessary to complete the work outlined in the above Statement of Work. All work is to be completed in a professional manner equal to or better than standard practice at the following rates:

<b>Custodial Service Proposal</b>	<b>Frequency/Week</b>	<b>Price per month</b>
City Hall	3	\$1,125.00
Police/Fire	3	\$500.00
<b>3x/Week Service Monthly Total</b>		<b>\$1,625.00</b>

<b>Custodial Service Proposal</b>	<b>Frequency/Week</b>	<b>Price per month</b>
City Hall	5	\$1,775.00
Police/Fire	5	\$750.00
<b>5x/Week Service Monthly Total</b>		<b>\$2,525.00</b>

All work is pre-billed and is due upon invoicing at Net 10. A monthly 1.5% finance charge will be applied to any payment not received by the 30th of each month. The terms and conditions of this Agreement shall remain in full force and effect unless modified by mutual agreement in writing between the parties. A 30-day notice may alter this agreement for change or deletion of services by either party.



# Acceptance

Your signature below indicates acceptance of this proposal. See our [Terms of Service](#).

Kelly Strecker, City of Laurel

Barb Christopherson, Puritan Commercial Cleaning

*Barb Christopherson*

03 / 22 / 2024



**File Attachments for Item:**

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

**RESOLUTION NO. R24-\_\_\_\_\_**

**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. (hereinafter “Ace”), 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 on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2024.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 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 9<sup>th</sup> day of April, 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 West Main Street (P.O. Box 520), Laurel, Montana 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 March 21, 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 twenty-seven thousand eight hundred thirty dollars and no cents (\$27,830.00) 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 9<sup>th</sup> DAY OF APRIL 2024.

CITY OF LAUREL

CONTRACTOR

\_\_\_\_\_  
Dave Waggoner, Mayor

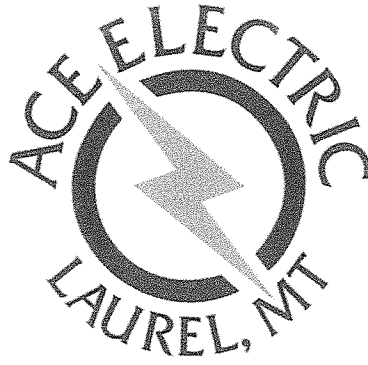
\_\_\_\_\_  
Ace Electric, Inc.

ATTEST:

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer





**To: CITY OF LAUREL**  
**Attention: WATER TREATMENT PLANT**  
**Reference: BACKWASH VFD**  
**Date: 03/21/2024**  
**Proposal#: 5658**

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT FOR A COMPLETE WORK INSTALLATION TO:

Supply and install new 75hp VFD for backwash pump #1 to replace existing soft starter.  
Relocate existing VFD on same wall and removal of electric heater to make room for new VFD.  
Includes conduit, conductor and commissioning required.  
Total Proposed Price: \$14,315

Supply and install new 75hp VFD for backwash pump #2 to replace existing soft starter.  
Total Proposed Price: \$13,515

Total Proposed Price for both VFD's: \$27,830

EXCLUDED:  
GRT Tax 1%

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

**Acceptance of Proposal** - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

---

Signature

Date

**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](mailto:ttabbert@aceelectricmt.com)