

AGENDA CITY OF LAUREL CITY COUNCIL WORKSHOP TUESDAY, MAY 20, 2025 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 Kristofer Schaff to the Laurel Police Department.

Executive Review

- **2. Planning:** Resolution A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order No. 2 With Triple Tree Engineering, Inc.
- **3. Fire:** Resolution A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 8.
- **4. Public Works:** Resolution A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Independent Inspection Service.

Council Issues

Other Items

5. Retirement of Stan Langve from the Laurel Police Department.

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:

2. Planning: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order No. 2 With Triple Tree Engineering, Inc.

RESOLUTION NO. R25-____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO TASK ORDER NO. 2 WITH TRIPLE TREE ENGINEERING, INC.

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

Section 1: <u>Approval</u>. The Amendment to Task Order No. 2, related to the Agreement between the City of Laurel and Triple Tree Engineering, Inc. for Professional Services – Task Order edition dated January 14, 2025 (hereinafter "Amendment to Task Order No. 2 with Triple Tree Engineering"), by and between the City of Laurel and Engineer Triple Tree Engineering, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: <u>Execution</u>. The Mayor is hereby given authority to execute the Amendment to Task Order No. 2 with Triple Tree Engineering, by and between the City of Laurel and Triple Tree Engineering, Inc., on behalf of the City.

Introduced at a regular meeting of the Cit Council Member	y Council on the day of May, 2023	, by
PASSED and APPROVED by the City C May, 2023.	council of the City of Laurel the day	y of
APPROVED by the Mayor the day	y of May, 2023.	
	CITY OF LAUREL	
	Dave Waggoner, Mayor	
ATTEST:		
Kelly Strecker, Clerk-Treasurer		
APPROVED AS TO FORM:		
Michele L. Braukmann, Civil City Attorney		

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Amendment To Task Order No. 2

1. Background Data:

a. Effective Date of Task Order: January 14, 2025

b. Owner: City of Laurel

c. Engineer: Triple Tree Engineering Inc.

d. Specific Project: LURA Surveys and Project 1 Design,

Permitting, Bidding, and Construction

Administration

2. Description of Modifications

The original project scope has been increased

- a. Engineer shall perform the following Additional Services:
 - i. Perform the following design, bidding, and construction engineering services for the additional locations as shown in *Exhibit A*.
 - 1) Request a utility locate from "One Call".
 - 2) Perform topographic survey of the additional project extents utilizing survey grade GPS and robotic total station. The survey will include approximate property boundary information, existing curb & gutter, existing sidewalk, striping, ADA ramps, business entrances, building extents, asphalt surfacing, trees, light poles, power poles, utilities, etc.
 - 3) Utilize the survey data to update existing base maps in Auto Cad Civil 3d format.
 - 4) Where applicable, reference Sidewalk Survey for recommendations for sidewalk upgrades.
 - 5) Perform design of additional sidewalk identified in <u>Exhibit A</u> attached, generally including replacement of existing deteriorating sidewalk, repair of drainage issues, Americans with Disabilities (ADA) compliance, curb and gutter issues, etc. Design will include coordination with the Montana Department of Transportation where necessary.
 - 6) Perform design of alleys identified in <u>Exhibit A</u> attached, generally including replacement of existing alleyway concrete to address drainage issues, replacement

- of existing deteriorating concrete, ADA compliance, etc. If surface flowing stormwater is found not to be feasible, design of underground stormwater connecting to the City's existing system will be completed. Design will include coordination with the Montana Department of Transportation where necessary.
- 7) Perform sidewalk pedestrian lighting design in the area identified in *Exhibit A* along the south side of W 1st Street. Lighting design will include electrical design, coordination with Northwestern Energy, coordination with Montana Department of Transportation, and necessary plan sheets for lighting layout and details.
- 8) No lighting design will be included for the portions south of Main Street or alleyways as part of this amendment.
- 9) Extend the tree survey as outlined in Task Order 2 to include additional area along W 1st Street and E Main Street.
- 10) The additional work includes the following design submittals, 50% design update, 95% design, and Final design. The design will include project plans, bidding specifications, and technical specifications. Montana Public Works Standard Specifications (7th Edition) will be utilized as the basis for the project documents. Each phase of design will include a meeting and presentation with the LURA Board and Engineer's opinion of probable cost.
- 11) Geotechnical Investigations are not included. Based on conversation with a local geotechnical engineer, a standard 4" sidewalk section with 4" gravel base course will be utilized. The geotechnical engineer recommended utilization of the pedestrian light pole foundations recommended by the supplier.
- 12) Structure engineering is excluded. The geotechnical engineer and lighting engineer recommend utilization of the pedestrian light pole foundations recommended by the supplier.
- 13) Payment of permit and review fees is excluded.
- 14) Administer the Bidding phase of the project per paragraph 1.a.12 of the "Project 1" tasks of the original Task Order. The additional work as part of this amendment shall be considered part of "Project 1" and be included in the project bid.
- For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$73,700

- c. The schedule for rendering services under this Task Order is modified as follows:
 - i. Modify Section 4.B of the Task Order #2 as follows:
 - 1) Complete additional topographic and boundary surveying June 15, 2025
 - 2) Updated 50% Design Plans October 15, 2025
 - 3) 95% Design Plans December 15, 2025
 - 4) Bids Advertised January 15, 2026
 - 5) Begin Construction March, 2026

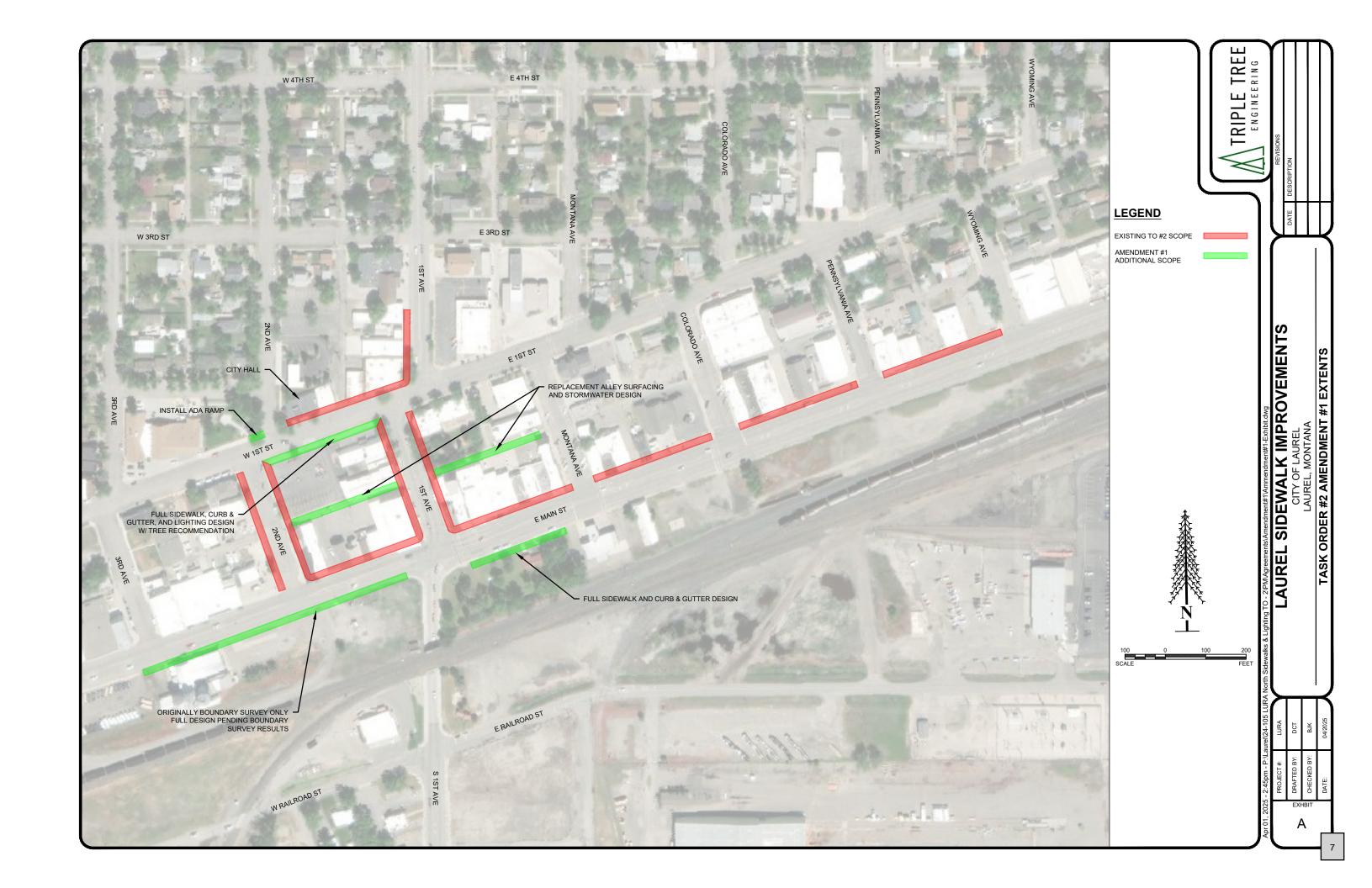
3. Task Order Summary (Reference only)

a. Original Task Order amount: \$ 249,000
b. Net change for prior amendments: \$ 00.00
c. This amendment amount: \$ 73,700
d. Adjusted Task Order amount: \$ 322,700

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 04/22/2025.

OWNER:		ENGINEER:	
Ву:	Dave Waggoner	Ву:	Brad Koon
Title:	Mayor	Title:	President
Date Signed:		Date Signed:	04/22/2025



File Attachments for Item:

3. Fire: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 8.

RESOLUTION NO. R25-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR THE RURAL FIRE DISTRICT 8.

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

Section 1: <u>Approval</u>. The Agreement for Provision of Fire Services for the Rural Fire District 8 ("Fire District 8"), by and between the City of Laurel (hereinafter "the City") and Fire District 8, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: <u>Execution</u> . The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with Fire District 8 on behalf of the City.
Introduced at a regular meeting of the City Council on the day of, 2025, by Council Member
PASSED and APPROVED by the City Council of the City of Laurel on the day of, 2025.
APPROVED by the Mayor on the day of, 2025.
CITY OF LAUREL
Dave Waggoner, Mayor
ATTEST:
Kelly Strecker, Clerk-Treasurer
APPROVED AS TO FORM:
Michele L. Braukmann, Civil City Attorney

AGREEMENT FOR PROVISION OF FIRE SERVICES FOR THE RURAL FIRE DISTRICT 8

THIS AGREEMENT is made and entered into this 1st day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter "the City") and the Rural Fire District 8 (hereinafter "the Fire District").

WITNESSETH

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter "the LVFD") and is willing to provide fire protection, prevention, and investigation services to properties within the Fire District at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is the Fire District boundary description and map;

WHEREAS, the Fire District desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. <u>SERVICES</u>

- 1

The City will furnish the following services to properties and residents within the Fire District at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City:

- a. fire protection and suppression;
- b. fire prevention; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Fire District, at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the Fire District and within the City's municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the Fire District.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

The Fire District agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. <u>SERVICE AREA</u>

Fire services will be provided to all properties located within the boundaries of the Fire District as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Fire District will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the Fire District.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of the Fire District.

CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$8,915.24.

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to the Fire District, which will include the number and type of incidents responded to within the Fire District by City personnel.

7. MODIFICATION

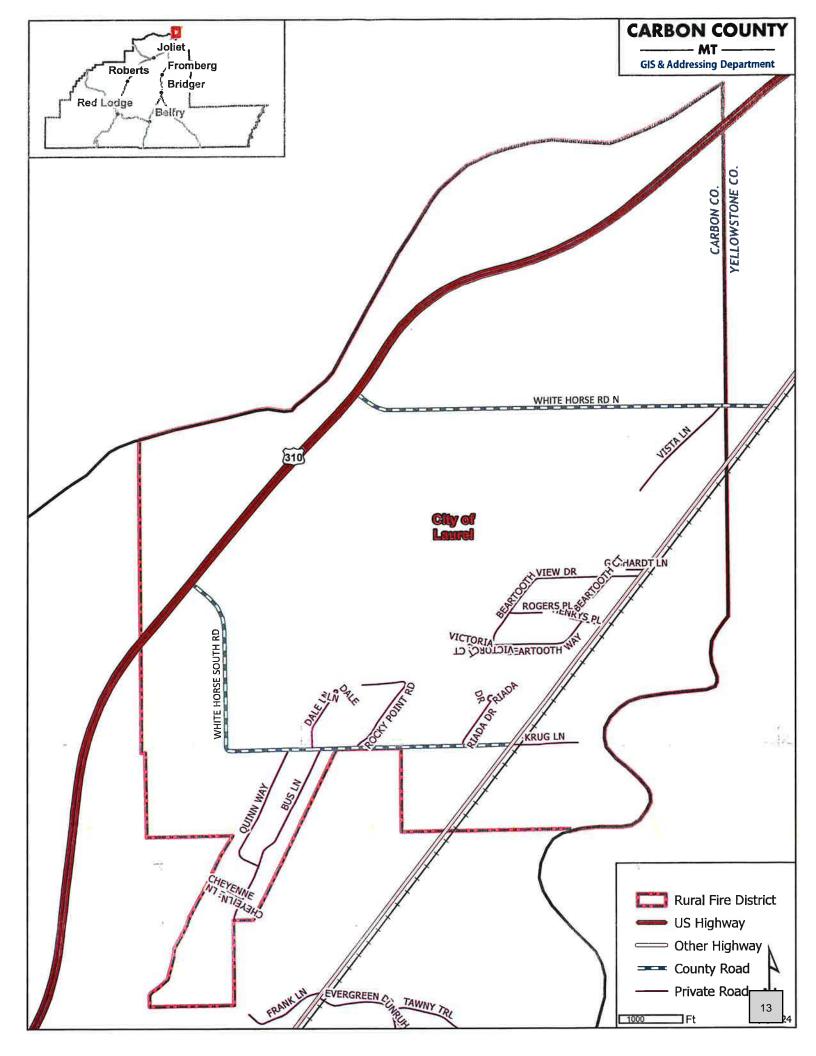
This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF LAUREL	FIRE DISTRICT	
Dave Waggoner, Mayor	By Sounth.	
ATTEST:		
Kelly Strecker, Clerk-Treasurer		



File Attachments for Item:

4. Public Works: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Independent Inspection Service.

RESOLUTION NO. R25-__

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

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

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

Section 2: Execution. The Mayor is he Contractor Service Contract with Independent	ereby given authority to execute the Independant Inspection Service on behalf of the City.	ent
Introduced at a regular meeting of, 2025, by Council M	of the City Council on the day ember	of
PASSED and APPROVED by the City of, 2025.	Council of the City of Laurel on the o	lay
APPROVED by the Mayor on the	_ day of, 2025.	
	CITY OF LAUREL	
	Dave Waggoner, Mayor	
ATTEST:		
Kelly Strecker, Clerk-Treasurer		
APPROVED AS TO FORM:		
Michele L. Braukmann, Civil City Attorney		

R25-__ Approve Independent Contractor Service Contract by and between the City of Laurel and Independent Inspection Service

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 4th day of March, 2025, 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 Independent Inspection Service, a contractor licensed to conduct business in the State of Montana, whose address is 1063 Sunny Vista Rd., Helena, MT 59602, 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 May 6, 2025, 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 an initial sum of nine thousand six hundred fifty dollars and no cents (\$9,650.00), and in addition to the initial sum, three hundred fifty dollars and no cents (\$350.00) per hour with an undetermined number of hours for the work described in Exhibit A. Any alteration or deviation form the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY'S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor

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is not authorized to represent the City or otherwise bind the City in any dealings, agreements or subcontracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

- B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.
- C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.
- D. All workmanship and materials shall be of a kind and nature acceptable to the City.
- E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.
- F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.
- G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.
- H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.
- I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

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- 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.

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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.

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.

Page 4 of 5

SIGNED AND AGREED BY BOTH PARTIES ON THE 27th DAY OF MAY 2025. CITY OF LAUREL CONTRACTOR Independent Inspection Service ATTEST: Employer Identification Number Kelly Strecker, Clerk/Treasurer