



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JUNE 24, 2025
6:30 PM
COUNCIL CHAMBERS**

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of June 10, 2025.

Correspondence

2. Fire Monthly Reports - May 2025
3. Beartooth RC&D Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

4. Public Hearing: Water/Wastewater Rate Increase

Consent Items

NOTICE TO THE PUBLIC

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

5. Claims entered through June 20, 2025.
6. Approval of Payroll Register of PPE 6/8/2025 totaling \$279,250.12.
7. Council Workshop Minutes of June 3, 2025.
8. Council Workshop Minutes of June 17, 2025.

Ceremonial Calendar

Reports of Boards and Commissions

9. Budget/Finance Committee Minutes of June 10, 2025.
10. Library Board Minutes of January 14, 2025.
11. Library Board Minutes of February 11, 2025.

- [12.](#) Library Board Minutes of March 11, 2025.
- [13.](#) Emergency Services Committee Minutes of May 19, 2025.
- [14.](#) Public Works Committee Minutes of May 19, 2025.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

- 15. Appointment of Jason Gonzales as the Building Official.
- 16. Motion to allow Council Member Sparks to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)
- [17.](#) Appointment of Gary Blaine to the Laurel Airport Authority for a five-year term ending June 30, 2030.
- [18.](#) Appointment of Richard Klose to the Cemetery Commission for a two-year term ending June 30, 2027.
- [19.](#) Appointment of Ken Olson to the Cemetery Commission for a two-year term ending June 30, 2027.
- [20.](#) Appointment of Tom Canape to the City/County Planning Board for a two-year term ending June 30, 2027.
- [21.](#) Appointment of Richard Herr to the City/County Planning Board for a two-year term ending June 30, 2027.
- [22.](#) Resolution No. R25-40: A Resolution Of The City Council Authorizing The Mayor To Execute A Memorandum Of Agreement By And Between The City Of Laurel And Yellowstone City-County Health Department, D/B/A Riverstone Health.
- [23.](#) Resolution No. R25-41: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.
- [24.](#) Resolution No. R25-42: A Resolution Approving An Increase To The City Of Laurel's Water And Wastewater Rates And Charges To Become Effective On July 10, 2025.
- [25.](#) Ordinance No. R25-01: An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

1. Approval of Minutes of June 10, 2025.

MINUTES OF THE CITY COUNCIL OF LAUREL

June 10, 2025

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on June 10, 2025.

COUNCIL MEMBERS PRESENT:	Thomas Canape	Heidi Sparks
	Michelle Mize	Jessica Banks
	Casey Wheeler	Irv Wilke
	Richard Klose	Jodi Mackay
COUNCIL MEMBERS ABSENT:	None	
OTHER STAFF PRESENT:	Michele, Braukmann, Civil City Attorney	
	Brittney Harakal, Administrative Assistant	
	Kurt Markegard, CAO	

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

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of May 27, 2025, as presented, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

CORRESPONDENCE:

- Police Monthly Report - May 2025
- Jon Klasna Reappointment to City/County Planning Board.
- MDT Correspondence

COUNCIL DISCLOSURE OF EX-PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through June 6, 2025.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 5/25/2025 totaling \$246,031.52.**
- **Clerk/Treasurer Financial Statements for the month of May 2025.**
- **Council Workshop Minutes of May 6, 2025.**
- **Council Workshop Minutes of May 20, 2025.**

The Mayor asked if there was any separation of consent items. There was none.

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of May 27, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):

Shawn Ellestad, 606 S. 6th Street, stated he worked with the County Attorney and the City to identify that S. 6th Street is a City-owned street. There were some improvements made. He has spoken with the Public Works Director multiple times, but the street does not meet City standards. He has personally brought in gravel at his own expense to try to improve the quality of the road.

Mayor Waggoner stated he would have Staff look into this issue.

SCHEDULED MATTERS:

- **Resolution No. R25-34: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 5.**

Motion by Council Member Sparks to approve Resolution No. R25-34, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

- **Resolution No. R25-35: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Yellowstone Boys And Girls Ranch.**

Motion by Council Member Canape to approve Resolution No. R25-35, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

- **Resolution No. R25-36: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Services Area.**

Motion by Council Member Banks to approve Resolution No. R25-36, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

- **Resolution No. R25-37: Resolution Of Intent To Extend The City Boundaries Of The City Of Laurel By Annexing A Parcel Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.**

Motion by Council Member Mize to approve Resolution No. R25-37, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

- **Resolution No. R25-38: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Redline Services.**

Motion by Council Member Mackay to approve Resolution No. R25-38, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

- **Resolution No. R25-39: Resolution Of City Council Approving The Late-Comer's And Development Agreement By And Between Love's Travel Stops & Country Stores And The City Of Laurel.**

Motion by Council Member Wheeler to approve Resolution No. R25-39, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

Saturday morning, there will be a ceremony at Ace Hardware for the retired flag box.

Saturday morning, there will also be a ceremony at the Firemen's memorial.

DRAFT

COUNCIL DISCUSSION:

The next Public Works Committee meeting is Monday at 6 p.m. in Council Chambers.

Council asked that the W. 7th Street project be moved forward for this year. It was clarified that the project would not be able to be completed this year. However, Staff are working with the engineers on this project; however, the project will not be able to be completed this year.

Council noted that there are no sidewalks on Alder Avenue near the school. It was questioned if the City could put in sidewalks prior to the start of the school year. It was clarified that the park on this road is in the City, and part is in the County. Staff will need to look into all the options available and coordinate with the County. It was questioned if this could move forward. It was clarified that this project will be budgeted for.

MAYOR UPDATES: None.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Sparks to adjourn the Council meeting, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 6:55 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 24th day of June 2025.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

2. Fire Monthly Reports - May 2025



Laurel Fire Department

For the Month of:

April

Call Type
Structure Fire
Wildland Fire
Extrication
Other Rescue
Alarm
Public Assist
Medical Assist.
Other Calls
Severity Staffing

Number of Calls
1
6
3
1
5
8
7
18
0

Number of Hours

Total

49

644

Other Activities

Training

250

Total Hours for the Month

894

Completed Wildland Pack Test.
We had two major vehicle accidents.
Completed all DNRC Classes for the year.
K9 CPR with PD & EMS.

DEFINITIONS

Structure Firefighting

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings. We carry out all levels of Structure Firefighting, including entry and attack, ventilation, salvage, overhaul, and investigations.

Wildland Firefighting

Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire, etc..

Extrications

Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches, etc..

Other Rescues

Rope Rescue, Water Rescue, Ice Rescue.

Alarms

Respond to any false alarms or malfunctions.

Other Calls

EMS assist, industrial or aircraft firefighting, vehicle fires, hazmat, spills, public safety, investigations, gas leaks, carbon monoxide problems, etc..

Severity Staffing- Montana DNRC pays up to 8 firefighters to staff the station each day and respond as a Task Force to wildland fires within Yellowstone, Stillwater and Carbon Counties, as and when needed. They can also be called up to respond to fires anywhere in the Southern Zone areas. The 2 State-owned type 5 wildland engines assigned to Laurel are the ones primarily used for these calls. This has proven to be beneficial to Laurel as a means for a quick response to all incidents.

File Attachments for Item:

3. Beartooth RC&D Correspondence

Brittney Harakal

From: Myrna Lastusky <mlastusky@beartooth.org>
Sent: Wednesday, June 18, 2025 9:38 AM
To: Ward 1A; Kurt Markegard
Cc: Brittney Harakal; Joel Bertolino; Nan Knight; Gaurav Thakur
Subject: City of Laurel Updates from Beartooth RC&D

Good morning, Kurt and Heidi!

We wanted to pass along a few recent/current projects we are working on in the City of Laurel. Let us know if you have any questions or if there is any assistance the City needs from Beartooth. Thank you!

Myrna

Myrna Lastusky
Project Manager
Beartooth RC&D
mlastusky@beartooth.org
406-962-3914 (office)
406-425-4416 (cell)

BEARTOOTH RC&D ACTIVE PROJECT UPDATES

- Yellowstone Valley Farms: Recipe Development Training with MSU Food Lab (\$2000)
- Upcoming July 15th training at Rock31: Good Manufacturing Practices Training with MMEC (\$2500)
- Potential \$210,000 loan in Laurel for business expansion.
- City of Laurel: EDD Gaurav Thakur sits on the LURA Board and is working with the City to potentially become a Main Street Montana community.
- In the works: a grant training workshop at the Stillwater County Ace Civic Center in July or August. Date TBA.

File Attachments for Item:

7. Council Workshop Minutes of June 3, 2025.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JUNE 03, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 pm on June 30, 2025.

COUNCIL MEMBERS PRESENT:

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

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
JW Hopper, Fire Chief
Travis Nagel, Assistant Fire Chief
Shane Willis, Battalion Chief
Michele Braukmann, Civil City Attorney
Lyndy Gurchiek, Ambulance Chief

Public Input:

There were none.

General Items

Executive Review

1. **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 5.

The Fire Chief briefly reviewed the attached handout.

It was questioned if there is a set formula for the annual increase or if it is based on the increased costs of operation. It was clarified that each year, a percent increase is implemented. There are increased costs, including for repairs.

Council noted that having the attached numbers would have been helpful at last week's meeting. It was clarified that the Fire Chief did not have time to gather the information for last week's meeting.

The Fire Chief noted that there is also a grass contract with the County for approximately \$20,000.

It was noted that if you take the total fee charged divided by the number of calls, it is approximately \$1300 per call. It was questioned if \$1300 was enough to cover a structure fire. It was clarified that \$1300 would not cover the cost of a structure fire. A structure fire can cost upwards of 10k to 20k.

The Fire Chief noted that the City is paying peanuts for fire service as compared to the Fire Districts.

It was questioned if the higher cost was associated with home values. It was clarified that the City has to be careful as there are higher home values in the County, but those in the Fire Districts can decide to create their own Fire Department and not utilize the City's department. The Ambulance then can use the boundaries of the districts to create their districts.

2. **Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Yellowstone Boys And Girls Ranch.

Discussed in the previous agenda item.

3. **Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Services Area.

Discussed in the previous agenda item.

4. **Planning:** Resolution - Resolution Of Intent To Extend The City Boundaries Of The City Of Laurel By Annexing A Parcel Of City-Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.

The CAO gave a brief overview of the history of this land. It was donated to the City and is six lots north of W. 12th Street, located between the two bridges; see attached. This annexation was not filed with the County and contained an incorrect legal description.

It was questioned if the mailboxes would be allowed to stay on that side of the Street. It was noted those mailboxes are located in the public right of way, there is an additional 30 feet of right of way to the north of the existing roadway. It was also noted that the City does mow this property to keep the grass manageable.

It was questioned if we maintain the road and remove the snow. It was clarified that the City does plow its half of the road. The County did contribute to paving that part of the road when we did the last project. We did get rid of the puddle as well.

Council Issues

There were none.

Other Items

Next week, there will be a small service contract for creating sleeping quarters for the full-time Ambulance Staff. They have three people on 24-hour shifts and only have two sleeping quarters. The Fire Department moved their gear out of a storage room to be able to create two more sleeping quarters. The goal is to get this done by the end of the year.

It was questioned if this was a budgeted item. It was budgeted for 15k, and the bid is for 18k to accommodate the egress windows as required by the City. Staff are looking at the Restore for egress windows to see if they can reduce the cost. The renovation will meet International Building Code standards. The buildings are not sprinkled and covered in particle board, which burns hotter and faster than sheetrock.

Love's has requested a Late Comers Agreement. They would like to move forward quickly. Council has approved the initial annexation. Love's now owns the property. They have been working this past year on engineering the water and sewer line extensions. This is a very costly improvement. LMC allows a development agreement reimbursement. The City would collect the fee and reimburse those who connect to those lines within a given time period. Next week, there will be a resolution before the Council regarding this agreement. Love's would like to get the water and sewer lines in and the pavement on the ground to be able to build through the winter.

It was questioned how long the latecomers' agreement lasts for. It was clarified it is for seven years.

Attendance at Upcoming Council Meeting

All Council Members present will be at next week's meeting.

Announcements

The next Park Board meeting is Thursday at 5:30 pm in Council Chambers.

Laurel Rod and Gun Club has a BBQ at the new gun range. The public is invited this Saturday from 11 to 4. The public is reminded that the speed limit on the access road is 15 miles per hour. No smoking is allowed. No gopher shooting is allowed.

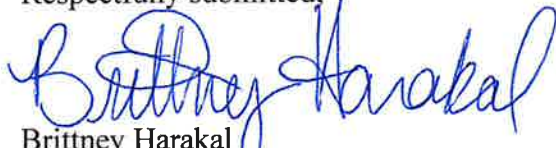
On June 14th, Flag Day, there will be a ceremony at 11 am for the new retired flag drop-off box located at Ace Hardware.

On June 14th, there is a ceremony at the Montana State Firemen's Memorial adding three names to the memorial. The ceremony is at noon, with a lunch to follow.

On June 13th there is the Montana State Fireman's Memorial annual 5k fundraiser. There will be a street dance and food trucks to follow the run.

The council workshop adjourned at 7:20 pm.

Respectfully submitted,



Brittney Harakal
Administrative Assistant

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

At a Glance...

Department Annual Budget: \$480,453
 Approximate Recoveries through Pintler Billing: \$50,000 per year

SERVICE AREA	CONTRACT AMOUNT	2024 CALLS	2025 YTD CALLS
City of Laurel	N/A	218	95
Fire District 5	\$21,127.96	6	1
Fire District 7	\$140,000.00	102	57
Fire District 8	\$8,915.24	2	4
LUFSA	\$113,006.59	86	46
Airport Authority	\$6620.68	0	0
Yellowstone Boys & Girls Ranch	\$13640.94	0	0
Mutual Aid	\$0	45	13
CHS	\$20,000.00	0	0
Total	\$323,311.41	459	216

RESOLUTION NO. R25-33

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
REDLINE 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 Redline Services, 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 Redline Services on behalf of the City.

Introduced at a regular meeting of the City Council on the 10th day of June 2025, by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel on the 10th day of June 2025.

APPROVED by the Mayor on the 10th day of June 2025.

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 10th day of June, 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 Redline Services, a contractor licensed to conduct business in the State of Montana, whose address is 1114 9th Avenue, 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 May 21, 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 eighteen thousand five hundred twenty dollars and no cents (\$18,520.00) 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 10th DAY OF JUNE 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Redline Services

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



File Attachments for Item:

8. Council Workshop Minutes of June 17, 2025.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JUNE 17, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:29 pm on June 17, 2025.

COUNCIL MEMBERS PRESENT:

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

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Michele Braukmann, Civil City Attorney (via phone)

Public Input:

There were none.

General Items

1. Appointment of Jason Gonzales as the Building Official.

Mayor Waggoner stated that Mr. Gonzales is currently the Building Inspector, and moving to the title of Building Official gives him some more responsibility.

There was no discussion on the item.

2. Motion to allow Council Member Sparks to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)

There was no discussion on the item.

3. Public Works Committee Appointments(2 Vacancies, 0 Letters of Interest Received, No Term Limit)

There was no discussion on the item.

4. Laurel Airport Authority Appointment(1 Vacancy, 1 Letter of Interest Received, 5 Year Term Limit)

There was no discussion on the item.

5. Cemetery Commission Appointments(3 Vacancies, 1 Letters of Interest Received, 2 Year Term Limit)

There was no discussion on the item.

6. City/County Planning Board Appointments(3 Vacancies, 2 Letters of Interest Received, 2 Year Term Limit)

There was no discussion on the item.

7. Library Board Appointment(1 Vacancies, 0 Letters of Interest Received, 5 Year Term Limit)

There was no discussion on the item.

8. Yellowstone Historic Preservation Board Appointment(1 Vacancies, 0 Letters of Interest Received, 2 Year Term Limit)

Council questioned if the vacancies listed are after the number of letters of interest received. It was clarified that the vacancies listed are those that end on June 30, 2025. Those who are currently serving are allowed to submit another letter of interest to continue to serve on those boards. After next week's appointments, there will still be vacancies.

Executive Review

9. **Police:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute A Memorandum Of Agreement By And Between The City Of Laurel And Yellowstone City-County Health Department, D/B/A Riverstone Health.

This MOU is to provide emergency response services with RiverStone Health. This MOU has been around for a number of years. This is a revised agreement, and RiverStone Health has accepted all the suggested changes.

10. **Public Works:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

This small service contract is for paving at 6th Avenue/Main Street and Alder Avenue/Main Street.

11. **Public Works:** Resolution - A Resolution Approving An Increase To The City Of Laurel's Water And Wastewater Rates And Charges To Become Effective On July 10, 2025.

There will be a public hearing on this item at next week's meeting.

12. **Public Works:** Ordinance - An Ordinance Repealing And Replacing Certain Sections Of Title 12 Of The Laurel Municipal Code Related To Tree Board And Park Board.

Mayor Waggoner noted the name change on this ordinance to " An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code."

This ordinance combines both Park and Tree Boards. It also addresses the legal responsibilities of this Board to look at trees within public spaces.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Council President Sparks will be absent from next week's meeting.

Announcements

Recently, the Mayor received a call to go to Graff and take anything the City could use. The City got shelves for the Library to replace the failing shelving units. Ambulance needed some filing cabinets. When the Ambulance Staff went to Graff, they noticed an American Flag. They proceeded to carefully remove the flag from the wall piece by piece and reassemble it in the Ambulance building. The school has placed any remaining items up for public auction.

The next Emergency Services Committee meeting is Monday at 6 pm in Council Chambers.

The Council Workshop adjourned at 6:45 pm.

Respectfully submitted,



Brittney Haraka
Administrative Assistant

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

File Attachments for Item:

9. Budget/Finance Committee Minutes of June 10, 2025.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, June 10, 2025**

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

Others Present: Mayor Dave Waggoner, Kelly Strecker

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

Public Input: There was no public comment.

General Items –

1. Review and approve May 27, 2025, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of May 27, 2025. Casey Wheeler seconded the motion. With no objection, the minutes of May 27, 2025, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. There were none.
3. Review and recommend approval to Council; claims entered through June 6, 2025. Casey Wheeler moved to approve the claims and check register for claims entered through June 6, 2025. Michelle Mize seconded the motion. With no objection, the claims and check register of June 6, 2025, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending May 25, 2025, totaling \$246,031.52. Heidi Sparks motioned to approve the payroll register for the pay period ending May 25, 2025, totaling \$246,031.52. Casey Wheeler seconded the motion. With no objection, the payroll register for May 25, 2025, was approved. There was no public comment.
5. Review and approve the May 2025 Utility Billing Adjustments, Michelle Mize moved to approve May 2025 Utility Billing Adjustments. Casey Wheeler seconded the motion. With no objection, the May 2025 Utility Billing Adjustments were approved. There was no public comment or Committee discussion.
6. Review and approve May 2025 monthly financial statement. Heidi Sparks moved to approve the May 2025 monthly financial statement. Michelle Mize seconded the motion. With no objection, the May 2025 monthly financial statement was approved. There was no public comment.

New Business –

Old Business –

Other Items –

1. Review Comp/OT reports for the pay period ending May 25, 2025.
2. Mayor Update – The mayor stated that the Splash Pad has been very busy with the warmer weather we have been having. He also said that the Love's Truck Stop is ready to begin construction. He spoke briefly about the two Maintenance II positions that we have available at this time.
3. Clerk/Treasurer Financial Update-Kelly stated that she continues to work on the budget. Kelly took about five days off, so she didn't have much else to talk about, at this time.
4. Claim Review Schedule- Kelly handed out a new claim review schedule for the next 6 months. All members agreed with the new schedule.

Announcements –

1. The next Budget and Finance Committee meeting will be held on June 24, 2025, at 5:30 pm.
2. Michelle Mize is scheduled to review the claims for the next meeting.

Meeting Adjourned at 6:15 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kelly Strecker". The signature is fluid and cursive, with the first name "Kelly" and last name "Strecker" clearly distinguishable.

Kelly Strecker

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

File Attachments for Item:

10. Library Board Minutes of January 14, 2025.

MINUTES
CITY OF LAUREL
01/14/2025 06:10 PM
Laurel Public Library

COMMITTEE MEMBERS PRESENT:

X Katie Fjelstad	X Arthur Vogelee
X Kate Manley – Board Chair	X Paige Farmer - online
X Nancy Schmidt, Secretary	X Mary Nelson
X Clair Killebrew – Foundation Liaison	

OTHERS PRESENT: None

1. **Public Input**

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

- a. Addressing the Board – None

2. **General Items**

- a. The minutes for December 2024 were presented for approval. Mary motioned the minutes be approved, Paige seconded the motion. Motion passed.
- b. Correspondence – The foundation received a \$500 donation from Blackbaud Giving Fund and we received notice that the estate of Virginia Gomer has bequeathed her estate to the foundation. When we have some final numbers, it will be shared with the board members.
- c. **Circulation Report** – (compared to the same time period as last year) *Traffic:* down 4.5%; *circulation:* all items circulated totaled 4,313 (including 609 eBooks), book circulation was up 2.8%, media circulation was up 142%, eBook checkouts for this month was 16.2% of total book circulation, we circulated 796 items to partners and 280 items from other libraries; *computers:* internet use was up 1.37%, children's use was up 67%, wi-fi use up 12.42%; *patron cards:* city patrons make up 62.4% of our registered users, county is 26.7% and state/out of county has 9% of our registered users. There were 61 tech assists in December.

3. **Old Business**

- a. The final activity with the elves was a pajama/cocoa party. Paige and Ada provided the cocoa with marshmallows and candy canes. Kate made candy cane popcorn to share during the movie. We had 5 children and 5 adults attend to watch ELF with us. We were hoping to see more patrons attend but we realize that maybe next year we should have our activity at a different time rather than on the Friday just before Christmas when everyone is already in vacation mode. Since this month-long activity was such a great success we welcome any ideas for Easter.
- b. The soffit & fascia work is almost completed. The workers were here on December 20th and 21st trying to get the work done before the holidays. Hopefully any unfinished work will be done early in January.

- c. Board members have been reviewing our Collection Development Policy for the library. Nancy suggested that we divide the policy into 3 smaller policies: the Freedom to Read Policy, ALA Bill of Rights, and Collection Development Policy. Copies of the two smaller policies were passed out to board members for review. It was motioned by Arthur that the Freedom to Read Policy and the ALA Library Bill of Rights be adopted as presented. Katie seconded the motion to adopt the policies. Motion passed. The final copy of the Collection Development Policy will be presented at the next meeting.

4. New Business

- a. The board members were sent links to two MSL Learn YouTube videos as part of their training. The videos [Budgeting Responsibilities for Public Library Trustees\(2024\)](#) and [Strategic Planning: An Overview for Public Library Trustees](#) were discussed. One question that was asked concerned the development of a Library Depreciation Fund. Kate was questioning how we would go about creating this fund for the library. It is something that the council would have to vote to create using the monies left over from the library's annual budget. Katie asked if this is something that could be done soon. Nancy stated that this would have to be an official request to the council by the board members.
- b. Board members discussed the idea of making changes to our library card application. We've had a parent ask us to limit the items their child checks out to just one or two. We don't have the ability to put those kinds of limits on cards. After a significant amount of discussion, it was decided that we don't have the authority to legally limit the number of items someone checks out on their card. It was the consensus of all board members that it is up to the parent to monitor her child's card use.

5. Other Items

- a. Upcoming Items: None
- b. Board Concerns: The idea of asking for a mill levy was briefly discussed. Nancy will talk to the city mayor and attorney to see what they think about moving it forward this year.

6. Announcements

- a. The next regular meeting is February 11th, 2025 at 6:00 pm in the library community room. A Zoom link will be added to the next agenda.

Meeting adjourned at 7:28 pm.

Respectfully submitted,



Nancy L Schmidt
Library Director
Secretary for the Board

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

File Attachments for Item:

11. Library Board Minutes of February 11, 2025.

MINUTES
CITY OF LAUREL
02/11/2025 06:07 PM
Laurel Public Library

COMMITTEE MEMBERS PRESENT:

X Katie Fjelstad	X Arthur Vogeles - online
X Kate Manley – Board Chair	Paige Farmer
X Nancy Schmidt, Secretary	X Mary Nelson
Clair Killebrew – Foundation Liaison	

OTHERS PRESENT: None

1. Public Input

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

- a. Addressing the Board – None

2. General Items

- a. The minutes for January 2025 were presented for approval. Katie motioned the minutes be approved, Kate seconded the motion. Motion passed.
- b. Correspondence – We've received a \$120 donation from our Tuesday sewing group, \$25 donation from Kathryn Carmin and a \$60 donation from the 3rd Tuesday bunco group.
- c. Circulation Report – (compared to the same time period as last year) *Traffic*: up 12.1%; *circulation*: all items circulated totaled 5,167 (including 709 eBooks), book circulation was up 14.5%, media circulation was up 51.6%, eBook checkouts for this month was 15.5% of total book circulation, we circulated 1,089 items to partners and 252 items from other libraries; *computers*: internet use was up 27.4%, children's use was up 200%, wi-fi use down 56.2%; *patron cards*: city patrons make up 62.2% of our registered users, county is 28.9% and state/out of county has 8.86% of our registered users. There were 57 tech assists in January.

3. Old Business

- a. The Collection Management Policy was reviewed briefly. We need to make a couple of small changes to the final document before it is sent out to board members to vote on. The final draft of the collection management will be sent out for the next meeting along with the next policy we are looking at updating.
- b. The soffit and fascia are completed. The board members are pretty happy with the way the brushed copper looks with the cedar shakes. When the library reaches a point that we have funding to add on to the library we will have to think about how the soffit and fascia may need to be changed since the thin cedar shakes are no longer available.

4. New Business

- a. The board members were sent a fresh link the MSL Learn YouTube video Let's Talk About It! Library Safety and Security. It was quite a bit longer than the last two videos sent for viewing but well worth the information included in them. It was recommended that it be view in 15-

minute segments. We will discuss each video at the next meeting. Katie stated that it was formatted like a round-table discussion. She felt the best part was the talk about security cameras in the library. One thing that Katie suggested was the use of signage that states (like in hospitals or doctor offices) that 'a, b, c' behavior will not be allowed in the library.

- b. We once again have an open position at the library. Brenda has resigned her position because of medical reasons. She stated that she experiences significant pain in her hands and feet. She has wanted to just to 6 hours per week but we need to have someone that can work more hours and have a bit of flexibility in their schedule. We have spent the last few weeks trying to find alternative work for her to do but she is still experiencing the same discomfort. We will repost the position to the union employees first, then to the public. Hopefully, we will have some good candidates apply. The job posting closes on Saturday, February 22nd at 3:00 pm.
- c. The mill levy has once again come up for discussion. The question is whether we want to move forward with a mill levy or not in today's political climate. After some discussion, it was decided that we should wait at least another year because of some of the bills before the state legislature that could affect our funding. The board members feel that with the number of lay-offs that are occurring, some of our patrons may not want to pass a mill levy for the library at this time. They would like to postpone for a couple of years until the economy seems more stable.

5. Other Items

- a. Upcoming Items: MLA Annual conference will be held March 26th through 29th in Bozeman. Anyone that wants to attend, please let Nancy know so she can make arrangements for you.
- b. Board Concerns: Board members discussed the library wages as they compare to other departments in the City. Katie stated that we may need to be thinking about raising wages to be comparable to the rest of the city employees.

6. Announcements

- a. The next regular meeting is March 11th, 2025 at 6:00 pm in the library community room. A Zoom link will be added to the next agenda.

Meeting adjourned at 7:02 pm.

Respectfully submitted,

Nancy L Schmidt

Nancy L Schmidt
Library Director
Secretary for the Board

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

File Attachments for Item:

12. Library Board Minutes of March 11, 2025.

MINUTES
CITY OF LAUREL
03/11/2025 06:08 PM
Laurel Public Library

COMMITTEE MEMBERS PRESENT:

X Katie Fjelstad	Arthur Vogeles
X Kate Manley – Board Chair	X Paige Farmer
X Nancy Schmidt, Secretary	X Mary Nelson
X Clair Killebrew – Foundation Liaison	

OTHERS PRESENT: None

1. **Public Input**

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

- a. Addressing the Board – None

2. **General Items**

- a. The minutes for February 2025 were presented for approval. Katie motioned the minutes be approved, Kate seconded the motion. Motion passed.
- b. Correspondence – None.
- c. **Circulation Report** – (compared to the same time period as last year) *Traffic:* down 11.5%; *circulation:* all items circulated totaled 4,433 (including 589 eBooks), book circulation was down 4.5%, media circulation was down 7.16%, eBook checkouts for this month was 14.8% of total book circulation, we circulated 902 items to partners and 276 items from other libraries; *computers:* internet use was down 34.7%, children's use was up 7.7%, wi-fi use 11%; *patron cards:* city patrons make up 62.1% of our registered users, county is 28.76% and state/out of county has 8.89% of our registered users. There were 36 tech assists in February.

3. **Old Business**

- a. The Collection Development Policy was completed with just one minor correction. We will add some verbiage about including books for all demographics including LGBTQ+ patrons. We will work on a new policy next month.
- b. The future of a mill levy was discussed by board members. The consensus is that waiting was the best for the library. They expressed concern over how the economy was going to affect taxes overall. Board members were concerned with the number of residents that have lost their jobs from the mine.
- c. The board members were sent a fresh link the MSL Learn YouTube video Let's Talk About It! Library Safety and Security. Kate asked if we had an Emergency Action Plan for the library. Nancy will ask City personnel if there is any type of emergency action plan available to place in the library and see if there is any training for the action plan. Lela Schlitz is working with Nancy to prepare a Disaster Preparedness Plan for big disasters.

4. New Business

- a. Montana Library Association is early this year. It is March 26th – 29th, 2025. Nancy will be attending the conference but it is open to anyone that wants to attend the learning sessions. Early registration has passed but you can still register for the conference.
- b. We have rehired Stacie Stocks as our part-time library clerk. She scored highest on the interview scoring between her and two other candidates. She stated that she is glad to be back with the library.
- c. The spring South Central Federation meeting is being held Saturday, April 12th, 2025 in Big Timber. Anyone that wants to attend is welcome. Kris Goss will be giving training on open meeting, public comment, and public record laws in the afternoon.
- d. The Book Buzz is being planned to go forward as it has for the last few years. Nancy has applied for a Town Pump grant to help with expenses. There is some question as to whether the school librarians will be paid through the district. Once we have more information, we will pass it along.
- e. We're not sure what is going to happen with the Easter program this year. The Laurel Women in Business group has disbanded so they won't be doing a program this year. If we are able to get something together, we will do so the week before Easter. Kate and Paige offered some suggestions for activities for that week.

5. Other Items

- a. Upcoming Items: Book sale – April 21st through May 3rd. Sign up will be available early next month.
- b. Board Concerns: The future of the foundation was discussed. It might be time to think about what we want to do with our funds. New shelves were discussed as well as fundraising to add on to the library to create meeting rooms and more space overall.

6. Announcements

- a. The next regular meeting is April 8th, 2025 at 6:00 pm in the library community room. A Zoom link will be added to the next agenda.

Meeting adjourned at 7:34 pm.

Respectfully submitted,

Nancy L Schmidt

Nancy L Schmidt
Library Director
Secretary for the Board

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

File Attachments for Item:

13. Emergency Services Committee Minutes of May 19, 2025.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, MAY 19, 2025**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, May 19, 2025 by Vice Chair- Jodi Mackay

Members Present: Jodi Mackay- Vice Chair, Irv Wilke, Richard Klose, Bruce McGee, Jamie Swecker, Jim Irwin

Others Present: Ambulance Chief Lyndy Gurchiek, Fire Chief JW Hopper, Police Captain Anglin

Public Input:

General Items:

- Approval of Emergency Services Committee minutes of April 28, 2025. Irv moved to approve the minutes; Richard seconded- Motion carried 7-0.
- Update from Emergency Departments
 - . Ambulance Chief Gurchiek- Report attached
 - Staff continue to complete certifications. Recent fundraiser at Carlton Depot for EMS education.
 - Ambulance maintenance issues continue to plague department. Since December, \$15000 has been spent on repairs. Lyndy has turned in new budget without officially requesting a new ambulance, but would like to see if there's a way to get one purchased in the coming year. They broke down at the hospital twice in the last month and had to be towed back.
 - 5/19-5/25 EMS week – give them a shout out if you see staff
 - LEMS competed in a fundraising soccer event with the junior high girls. No report on a score.
 - Lyndy and JW attended a joint training with BNSF on 5/16. There are some concerns about BNSF's ability to manage an incident.
 - . Fire Chief JW Hopper- Report attached
 - Edit to training hours on report – 182 training hours since last meeting (not ytd)
 - Dept completed multiple trainings.
 - 7 firefighters in rookie school – several close to graduation. Will be changing to January and June hiring months to keep rookie school a smoother process.
 - JW attended a training in Gallatin County discussing urban interface. This will aid in case something breaks loose in Clapper Flats.

- Montana Firefighter Memorial Run on Friday 6/13. Ceremony on Saturday 6/14 at noon. Assistance is needed with serving lunch.
- Continuing to combine fire districts. District 5 is hesitant and wants to see financial impact.
- Also met with Molt to take on canyon and Homewood Park area for car and structure fires. Molt is hesitant to let go due to long tradition. LVFD will answer calls if available, but currently not a mutual aid situation.

c. Police Captain Anglin- Report Attached

- Officers have been busy with 203 crimes reported for the period. Also made 208 traffic stops.
- There's currently a string of thefts occurring in town. Vehicles are being gone through with misc. items, cash and 3 firearms have been stolen. Police have a good idea who it is, but needs to continue to gather evidence.
- A newer officers was recently released from the Department. However, a new officer will be presented to council on 5/27. However, with Chief Langve retiring, it will create a vacancy in that position. All officer positions will be filled when new officer sworn in.
- Retirement party for Chief Langve on Thursday, 5/22/25 at 530 pm in the ambulance bay at the FAP complex.

New Business:

- Discussion on Committee Guidelines creation
The committee discussed what the function and make up the committee is and should be.
These are the ideas the committee discussed:
- Prefer to keep membership at 7 - odd number creates less potential for tie votes. No more than 4 of the members should be council members.
- Every 2 years, Council Members will be reappointed to their committees. Elections within the committee will be held for a Chair and Vice Chair.
- Committee should consider recommendations from Emergency Services Chiefs and / or other members. If a committee member feels the item should be further discussed by the full council or presented to the mayor, a motion will be made, require a second and be voted on. If passed with a majority vote, Chair or Acting Chair of the committee will submit an email to the Mayor requesting the item be placed on the agenda. It is understood that this motion is not a directive to city staff, but a request that a topic / project be presented to the council and / or mayor for further consideration and discussion.
- Members of the committee should NOT be required to be City of Laurel residents. Committee feels it's important to have members with vested interest in safety in Laurel and surrounding communities regardless of residency or business interest.

Old Business:

Other Items:

Announcements:

- Next Meeting will be Monday, June 23, 2025, at 6:30pm in Council Chambers

Meeting adjourned at 7:06 pm



LAUREL POLICE DEPARTMENT

215 West 1st Street, Laurel, MT 59044 Phone: 406-628-8737 Email: slangve@laurel.mt.gov

Chief of Police Stanley J Langve

Emergency Services Report May 19, 2025

For the reporting period of March 24th through May 19th, 2025 the FAP had 1,525 calls for service, year to date the FAP has 3,566 calls for service, 203 crimes reported, 93 charges have been filed, and 14 arrests have been made along with 13 warrant requests submitted. Officers have been busy with traffic enforcement making 208 traffic stops.

Starting on May 16th to today, there have been 31 vehicle break in reports, miscellaneous items, cash and 3 firearms were stolen, multiple vehicles had nothing missing. Officers are working diligently to solve the cases; citizens have been asked to check their surveillance footage to help and identify the suspects. *Word of mouth - powerful too!*

All LPD officers recently re certified in defensive tactics, taught by Officer Seibert.

Sergeant Swan is in Helena at the Montana Law Enforcement Academy completing her final week at the Montana Educational Leadership Institute. She then has the opportunity to travel to Kissimmee FL for Steer Court to attend the ALLRISE conference, dealing with addiction, mental health and justice reform. Steer Court stands for Sobriety, Treatment, Education, Excellence, and Rehabilitation Court.

K9 Sergeant Booth will be participating in the annual statewide K9 certifications in the beginning of June held in Billings and Laurel.

Our new Officer candidate, Kristofer Schaff will be getting sworn in on May 27th, his first day will be June 2nd, he will start with an admin week and straight into FTO. A date at the police academy will be determined.

And of course Chief Langve is retiring after 25 years, with his last day being May 22nd, we will be having a retirement party for him at 1730 hours, in the Laurel Ambulance bay.

Respectfully,

Captain Anglin



Laurel Police Department

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

Total Calls

Printed on May 19, 2025

[CFS Date/Time] is between '2025-03-24 11:54' and '2025-05-19 13:15' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	70	70
: Agency Assist	100	100
: Alarm - Burglary	23	23
: Alarm - Fire	8	8
AMB : Ambulance	175	175
: Animal Complaint	10	10
: Area Check	1	1
: Assault	7	7
: Bad Checks	0	0
: Barking Dog	8	8
: Bomb Threat	0	0
: Burglary	1	1
: Child Abuse/Neglect	7	7
: Civil Complaint	20	20
: Code Enforcment Violation	18	18
: Community Integrated Health	7	7

Code : Description	Totals	
: Counterfeiting	0	0
: Criminal Mischief	14	14
: Criminal Trespass	28	28
: Cruelty to Animals	2	2
: Curfew Violation	16	16
: Discharge Firearm	1	1
: Disorderly Conduct	18	18
: Dog at Large	42	42
: Dog Bite	5	5
DUI : DUI Driver	12	12
: Duplicate Call	9	9
: Escape	0	0
: Family Disturbance	28	28
: Fight	4	4
FIRE : Fire or Smoke	27	27
: Fireworks	1	1
: Forgery	0	0
: Found Property	10	10
: Fraud	8	8
: Harassment	3	3
: Hit & Run	7	7

Code : Description	Totals	
: ICAC	1	1
: Identity Theft	3	3
: Indecent Exposure	2	2
: Insecure Premises	8	8
: Intoxicated Pedestrian	2	2
: Kidnapping	0	0
: Littering	2	2
: Loitering	3	3
: Lost or Stray Animal	24	24
: Lost Property	4	4
: Mental Health	8	8
: Missing Person	10	10
: Noise Complaint	5	5
: Open Container	0	0
: Order of Protection Violation	1	1
: Parking Complaint	32	32
: Possession of Alcohol	0	0
: Possession of Drugs	3	3
: Possession of Tobacco	1	1
: Privacy in Communications	2	2
: Prowler	0	0

Code : Description	Totals	
: Public Assist	85	85
: Public Safety Complaint	24	24
: Public Works Call	14	14
: Report Not Needed	11	11
: Robbery	0	0
: Runaway Juvenile	8	8
: Sexual Assault	3	3
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	5	5
: Suspicious Activity	94	94
: Suspicious Person	13	13
: Theft	61	61
: Threats	15	15
: Tow Call	7	7
: Traffic Accident	41	41
: Traffic Hazard	21	21
: Traffic Incident	50	50
: TRO Violation	1	1
: Truancy	2	2
T/S : Traffic Stop	208	208

Code : Description		Totals	
:	Unattended Death	0	0
:	Unknown - Converted	0	0
:	Unlawful Transactions w/Minors	0	0
:	Unlawful Use of Motor Vehicle	1	1
:	Vicious Dog	7	7
:	Warrant	19	19
:	Welfare Check	33	33
Totals		1525	1525



LAUREL FIRE DEPARTMENT

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

Emergency Services Meeting 4/28/2025– 5/19/2025

Calls-

- Responded to 30 **Total** Calls for 4/28/2025– 5/19/2025. - *We're early this month*
- Total Hours on Calls-
 - Firefighters – 291
 - Officers – **208**
 - Combined Hours – 499
 - Training Hours - 182 **HRS YTD** *Since last meeting*

Training-

- Joint Training with PD/EMS/Fire
 - K9 CPR
- Wildland Investigation W/Park City Fire and BLM.
- Doll House Burn (house fire simulation)
- DNRC Training finished 5/17/2025.
- Wildland Pack Test
- Cody Fire School

Rookie School Training-

- Wildland Tactics
- Testing
- Tender Operations

Department News-

- Current Numbers
 - 31 Members
 - One member resigned for personal and work reasons.
 - 7 firefighters currently in various stages of rookie school.
- Misc.-
 - Gallatin County Emergency Management Exercise
 - Montana State Fire Fighter Memorial
 - 6/13 Run
 - Food Trucks 5PM – 10PM
 - Hot Pants Dash 5PM
 - 5k Run 6PM
 - Fire Hose Pull @ 7PM
 - Live Music 7:30 to 10PM
 - 6/14 Memorial
 - Memorial Service @ Noon.
 - Working to fill fire districts.
 - Shaping up to be busy wildland season.

Laurel Emergency Services Report created 5/19/25:

2021

1228 requests for service
135 times LEMS was unavailable
34 times AMR was unavailable
318 responses in Ward 5=26% of calls outside of the city of Laurel

2022

1238 requests for service
177 times LEMS was unavailable
48 times AMR was unavailable
351 responses in Ward 5=29% of calls outside of the city of Laurel

2023

1300 requests for service
171 times LEMS was unavailable
23 times AMR was unavailable
351 responses in Ward 5=27% of calls outside of the city of Laurel

2024

1363 requests for service
73 times LEMS was unavailable
14 times AMR was unavailable
373 responses in Ward 5=27% of calls outside of the city of Laurel

Recent Month Summary:

April 2025:

Requests	124
Missed Calls	4 = 3%
Shortest Delay	26 minutes
Longest Delay	38 minutes
Average Delay	33 minutes
Fire Driver Available	1 time
City Driver Available	0 times
QRU Response With 1 Provider	0 times **
On A Previous Call	4 times *
2 Units On A Call	7 times
No Crew / Provider Available	0 time
AMR Transported or Responded	3 times*
Red Lodge Transported	0 times
HELP Flight Transported	0 times
HELP Amb Transported or Responded	1 time
Columbus Transported or Responded	0 times
Joliet Transported	0 time
Park City Transported	0 times
PD Assisted Pt or Transported	0 time
FD Assisted Pt no transport	0 times
POV Transport	0 times
Refusal or no transport	0 time
YCSO Transported	0 times
MHP Transported	0 times



**0 times the QRU responded to begin patient care – Care 2 returning from Billings for previous call. 0 times the QRU responded and the patient refused / no transport to hospital or no patient found.

33 responses in Ward 5 = 27% of calls outside of the city of Laurel
0 LEMS response for mutual aid. None of these responses resulted in LEMS not being available for another call.

Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Requests	124	123	99	124									4
Missed Calls	1	7	5	4									17
Shortest Delay (minutes)	38	12	18	26									12
Longest Delay (minutes)	38	40	38	38									40
Average Delay (minutes)	38	29	27	33									32
Fire Driver Available	2	6	1	1									10
City Driver Available	1	0	0	0									1
QRU Response w 1 Provider	2	0	1	0									3
On A Previous Call	1	7	5	4									17
2 Units On A Call	8	6	5	7									26
No Crew / Provider Available	0	0	0	0									0
AMR Transported or Responded	0	2	3	3									8
Columbus Transported or Responded	0	1	0	0									1
Joliet Transported	1	1	0	0									2
Park City Transported	0	0	0	0									0
Red Lodge Transported	0	0	0	0									0
HELP Flight Transported	0	0	0	0									0
HELP Amb Transported or Responded	0	1	1	1									3
POV Transport	0	0	0	0									0
PD Assisted Pt or transported	0	1	0	0									1
FD Assisted Pt no transport	0	0	0	0									0
YCSO Transported	0	0	0	0									0
MHP Transported	0	0	0	0									0
QRU/AMR, Refusal or No Patient	0	1	1	0									2
Responses in Ward 5	28	36	29	33									126
LEMS response for mutual aid	1	3	1	0									5

*correction made after report given

Other Reporting Information

- staffing – Wendy has completed her paramedic course and is officially licensed as a paramedic. Mandi has completed the didactic portion of paramedic school and is currently in the ambulance clinical portion with an anticipated completion in September
- we continue to have had several ambulance maintenance issues, working on keeping things rotated to try and ensure we have 2 trucks to respond at a time.
- Tony attended the high school career fair on April 16th
- EMS week is May 19-25, please give the crews a shout out if you see them. ●
- Carlton Depot and Mr and Mrs Gotchall sponsored a fund raiser on 5/18 for EMS education
- LEMS crew participated in a soccer game against the girls Jr High soccer team to help raise funds. They donated to the LPD vest as well as the EMS education fund
- Chief Hopper and I attended a BNSF Railway emergency response plan table top simulation on May 16th to review what our response will be in case of any incidents involving the railway
- completed our budget, no significant asks other than discussing if there is any way possible to start looking at replacing one of our old ambulances

File Attachments for Item:

14. Public Works Committee Minutes of May 19, 2025.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS
MONDAY, MAY 19, 2025**

The Public Works Committee meeting was called to order at 6:00pm on Monday, May 19, 2025, by Vice Chair Jodi Mackay.

Members Present: Jodi Mackay - Vice Chair, Irv Wilke, Jessica Banks, Shawn Mullaney, Richard Herr

Others Present: Matt Wheeler- Public Works Director

Public Input: None

General Items

1. Approval of the Minutes from April 21, 2025
Irv Wilke made a motion to approve the minutes of 4/21/25. Richard Herr seconded the motion. The motion passed 4-0.
2. Emergency Call Out Report – report attached
Overall a quiet month: 2 water shut offs and a lift station fail
3. KLJ Report – report attached
No new news with KLJ and grant process.
5Th - 7th Sewer Line Replacement – project complete. Recent post from homeowner on Facebook regarding basement and yard flooding from all the rain we've received due to the work in the alley. This property was known for flooding before the alley work. City has worked on past occasions since the alley work to mitigate issues at this property. Ryan, Jason and Matt recently visited the property. In their assessment, a majority of water is running off the house and garage roofs into the yard and has nowhere to go from there. Matt said the City will again attempt to help the situation.
Love's project is ongoing. They are currently in talks with City Attorney regarding recouping costs if someone connects to the end of the City water / sewer line being installed this summer. There is not precedence for this, however, the attorney is looking into it. Love's hopes begin digging in June.
Cherry Hills project is going through. There will be a bridge over the ditch. Cherry Hills contracting would like the City to assist financially with this cost.

New Business

4. Discussion on Committee Guidelines creation
The committee discussed what the function and make up the committee is and should be. These are the ideas the committee discussed:
 - Prefer to keep membership at 7 - odd number creates less potential for tie votes. Also, committee has a seat open and it has been vacant for a while. Don't want to increase number of members if we're having trouble filling existing seats. No more than 4 of the members should be council members.

- Every 2 years, Council Members will be reappointed to their committees. Elections within the committee will be held for a Chair and Vice Chair.
- Committee should consider recommendations from Public Works Director and / or other members. If a committee member feels the item should be further discussed by the full council or presented to the mayor, a motion will be made, require a second and be voted on. If passed with a majority vote, Chair or Acting Chair of the committee will submit an email to the Mayor requesting the item be placed on the agenda. It is understood that this motion is not a directive to city staff, but a request that a topic / project be presented to the council and / or mayor for further consideration and discussion.
- Members of the committee should be City of Laurel residents or an active owner of a business within Laurel city limits.

Old Business

Other Items

Matt reported that the State has a plan for the runoff on West Railroad – thinking boulder pits on railroad property with excessive runoff going into South Pond. Will need to get permission from rail road. The State and RR are in talks.

Shawn asked about a contact with rail road to discuss maintenance of their properties. Matt will supply contact info.

Matt will be posting open full time positions in the Public Works department. Positions do require a CDL. Send anyone interested to Matt.

Announcements

5. Next Meeting will be Monday, June 16, 2025 at 6:00pm in Council Chambers

Meeting adjourned at 6:24 pm.

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.



City of Laurel Project Status Update May 19th, 2025



Laurel Water Tank Funding Project

(KLJ # 2304-01608)

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

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

Current Status:

- Task Order Signed by City on 12/13/23
- Met with EDA to discuss Funding on 1/9/24
- Letter of Support from CHS Received
- Letter of Support from Wood's Powergrip
- Submittal uploaded to EDA on 7.11.24.
- Multiple calls back/forth with EDA to clarify information including need for the project, priority for the city, provision of procurement documents, and verification of budget.
- EDA reviewed mid October and are waiting for notice of award - All grants must be awarded (or declined) and contracted/obligated by 12/31/2024.
- As of 12/13/24, EDA is still telling us they don't have an update.
- Notified of EDA denial of funding on 1/7/2025
- KLJ reviewing other opportunities for funding
- Meeting between City and KLJ reviewing denial and other funding sources on 1/16/2025
- As of January 2025 City has spent \$16,917.76 of the \$56,000 budget for funding applications.
- WWC has submitted this project for a BRIC grant
- KLJ has submitted an Application for consideration of Congressionally Directed Spending on behalf of the City on 3/26/25
- Public Disclosure Form completed and sent onto Senator Sheehy's office on 5/5/25.
Awaiting response.

5th to 7th Sewer Line Replacement

(KLJ # 2304-01231)

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



City of Laurel Project Status Update May 19th, 2025



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

Current Status:

- Work Order Signed by City in September 2023
- Survey scheduled for week of October 16th, 2023
- Base Drawing created and Working on preliminary design
- Preliminary Plans and EEOC sent to City on 12.14.23
- DEQ Approval received on 2.20.24
- Project began advertising on 3/14/24 and bid open will be 3.28.24
- Project awarded to Western Municipal Construction
- Construction started on June 10th 2024
- Sewer Line fully installed and accepted on 7/10/24
- Change Order Requested by City personal put together with cost estimate and submitted to City on 7/10/24
- City reviewed CO#1 cost and elected not to pursue
- Contractor achieved Substantial Completion on 8/1/24
- Contractor achieved Final Completion on 8/20/24
- Release of Retainage request submitted along with reconciliation Change Order
- Warranty walkthrough to occur in August of 2025
- Responded to a call from resident at 15 6th Ave. about storm water in their yard. Review and interview with property owner revealed that storm water is a historic issue at this location 10+ years of documented issues. A small amount of runoff is entering their yard from the alley way but majority is coming from the house and garage. City will install an asphalt berm adjacent to where the water appears to be running off the asphalt into their property.

Laurel Planning Services (KLJ #1804-00554)

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

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

Current Status:

- **Zoning Regulations Update.**
 - Draft regulations sent to City April 11th, 2023
 - Zoning Map approved by Commission on August 16th, 2023
 - Staff Recommendation to Zoning Commission to occur on December 20th, 2023
 - Back to Planning Board Meeting on 1/17/23
 - City to publish advertisement for Public Hearing
 - To be presented at Workshop on 5/7/24



City of Laurel Project Status Update **May 19th, 2025**



- Adoption occurred at Council on 5/14/24
- 2nd Reading and Public Hearing on 5/28/24.
- Regulations adopted by Council. Minor wording and numbering corrections needed.
- Wording and numbering corrections made and submitted to Kurt 7/3/24
- Waiting on final comments from Kurt
- Love's Annexation
 - Annexation Application received 3/25/24
 - Revised Package received by City on 5/2/24
 - City requested KLJ to review on 7/12/24
 - KLJ's review sent back to City on 7/18/24
 - Loves's submitted design for review on 12.10.2024
 - Engineering review and comments sent back on 1.10.25
 - Love's addressing comments
 - Love's 2nd package received 2.10.25 (still awaiting updated reports)
 - Love's 2nd package reviewed and sent back on 2/21/25
 - Love's has been approved by the City on 3/20/25
 - Love's Water & Sewer Extensions were approved by DEQ on 4/10/25
- Cherry Hills 4th Filing
 - City has received notice that Cherry Hills 4th Filing is requesting a Pre-Application Meeting
 - Pre-Application meeting was held on April 16th at City Hall.

Other Notes and Information

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

Anticipated FY24 Projects

- Bulk Water Sales Station
 - Project task order to be started in early 2025
- West 7th Street Water and Valve Replacement
 - Pushed back until Town Pump renovations are completed.

Emergency Overtime Callout List

1-1-25

TO

7-1-25

Maintenance Shop 406-628-4773

City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime /NA = Not Available /Y = Responding /B=Phone Busy									
Employee Name	Telephone									
Shop Callout		1-18	2-2	2-15	2-16	2-17	3-2	3-31		
Kevin Budge	406-████████	NA1	Y7	Y10	9	Y10	9	8		
Jay Hatton	406-████████	NA2	NA1	NA1	NA1	NA1	NA1	NA1		
Keith Guy	406-████████	NA3	NA2	NA2	Y10	6	5	4		
Wade Spalinger	406-████████	NA4	NA3	NA3	2	Y7	6	5		
Brandon Gonzales	406-████████	NA5	Y8	7	6	NA4	Y10	9		
Aaron Fox	406-████████	NA6	NA4	NA4	3	Y8	7	6		
Troy Clifton	406-████████	NA7	NA5	NA5	4	NA2	NA2	NA2		
Joel Barnhardt	406-████████	Y10	Y9	8	7	Y9	8	7		
KENT KUNTZ	406-████████	8	Y10	9	8	NA5	4	3		
Water and Sewer Callout		5-12	5-16							
Justin Baker	406-████████	na1	y3							
Kevin Hoffman	406-████████	na2	1							
Daniel Nauman	406-████████	y3	2							

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

Wastewater Treatment Plant-628-6474

Autodailer- 628-4866

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding									
Employee	Telephone									
Thomas Henry	406-████████									
Cindy Caswell	406-████████									
Corey Nicholson	406-████████									
Norman Stamper	406-████████									

Water Treatment Plant 628-4410

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding									
Employee	Telephone									
HP Nuernberger	406-████████									
Dylan Ceaser	406-████████									
Josh Sawyer	406-████████									
Sam Waggoner	406-████████									
Joe Waggoner	406-████████									
TJ Worbel	406-████████									
Daniel Waggoner	406-████████									

CABLE TV down Tim Johnson 698-6254

Matt Wheeler	Cell# 208-1885	8	One Call Locate - 1-800-424-5555 (City Job # 25663)
Kurt Markegard	Cell# 860-5785	Hm 208-2356	SCHessler 628-4221 HESTON 281-0811
			NW ENERGY 1-800-896-7862 LUMPY 406-860-7890
Advanced Pump	406-586-1700	Century Link 1-800-573-1311 Shop 628-7707 Jeff 694-9097	
GORDAN ACE ELECTRIC	406-860-5464	NorthwestPipe 252-0142 - Larry E. 656-2856	
MDU	1-800-638-3278 / MDT 252-4138	Pace Construction 252-5559 (sewer backups)	
MDT Supervisor Tom	655-7903/Kyle 446-2622	SanitarySystemOverflows call DEQ withing 24 hours at406-444-3080	

Call Out - Date and Incident Location

1-7-25 h2o leak Washington ave	2-3 PLOWING SANDING	3-20 h2o break
1-12-25 H2O LEAK Topeka under trailer	2-6 EMERGENCY LOCATE	4-6 ELM LIFT FAIL
1-18 Sanding streets	2-15 SANDING	4-22 H2O SHUTOFF E MARYLAND
1-20 Sewer Call out	2-16 SANDING	5-12 h2o shutoff forrest
1-20 Frozen Service Line	2-17 PLOWING	5-16 village lift fail
1-22 Leak Atchison under trailer	2-20 H2O SHUTOFF EMERGENCY	
2-1-25 H2O SHUTOFF	3-2 RUN CONTAINER SITE SICK	
2-2 SANDING	3-9 H2O TURN ON	

File Attachments for Item:

17. Appointment of Gary Blaine to the Laurel Airport Authority for a five-year term ending June 30, 2030.

Gary Blain

6309 Jellison Road
Billings, MT 59101
cchuey@hotmail.com
406-671-2789

May 28, 2025

Laurel Airport Board
c/o Laurel City Council
115 W 1st Street
Laurel, MT 59044

Dear Members of the Laurel Airport Board,

I am writing to express my interest in continuing to serve on the Laurel Airport Board beyond my initial term. It has been a privilege to contribute to the oversight and development of the airport, and I would be honored to remain involved as we work toward its continued success and growth.

As a lifelong aviator and longtime member of the Montana aviation community, I bring decades of experience and a deep personal connection to the Laurel Airport, where I first learned to fly nearly 50 years ago. My background as the former owner of Billings Flying Service has given me a broad perspective on aviation operations, safety, and community engagement, all of which I continue to bring to my role on the board.

I sincerely apologize for the delay in submitting this letter and appreciate your understanding. I remain enthusiastic about the opportunity to continue supporting the airport and its mission.

Thank you for your consideration.

Sincerely,
Gary Blain

File Attachments for Item:

18. Appointment of Richard Klose to the Cemetery Commission for a two-year term ending June 30, 2027.

Brittney Harakal

From: Ward 4B
Sent: Tuesday, May 6, 2025 5:51 PM
To: City Mayor
Cc: Brittney Harakal
Subject: cemetery commission

It has been a honor to serve on the city cemetery commission and i would to be reappointed to that commission.

thanks

C C Richard A Klose SR

File Attachments for Item:

19. Appointment of Ken Olson to the Cemetery Commission for a two-year term ending June 30, 2027.

Brittney Harakal

From: Ken Olson <kenolson816@yahoo.com>
Sent: Thursday, June 19, 2025 12:29 PM
To: Brittney Harakal
Subject: Cemetery Commission

I would like to continue my position on the Laurel Cemetery Commission.
Ken Olson

File Attachments for Item:

20. Appointment of Tom Canape to the City/County Planning Board for a two-year term ending June 30, 2027.

Tom Canape

102 6th Ave

Laurel, MT 59044

Dear Mayor,

It has been my pleasure to serve on the City/County Planning Board. As my time serving on the board is expiring, please consider reappointing me to this position.

Respectfully,

A handwritten signature in black ink that reads "Tom Canape". The signature is fluid and cursive, with the first name "Tom" and last name "Canape" clearly legible.

Tom Canape

Ward 1B

File Attachments for Item:

21. Appointment of Richard Herr to the City/County Planning Board for a two-year term ending June 30, 2027.

April 23, 2025

Council Administrative Assistant

City of Laurel

PO Box 10

Laurel, MT 59044

Dear Mr. Waggoner, Mayor

I am interested in being reappointed to serve on the City/County Planning Board.

Thank you for your reconsideration,

Respectfully submitted,



Richard Herr

501 7th Avenue

Laurel, MT 59044

File Attachments for Item:

22. Resolution No. R25-40: A Resolution Of The City Council Authorizing The Mayor To Execute A Memorandum Of Agreement By And Between The City Of Laurel And Yellowstone City-County Health Department, D/B/A Riverstone Health.

RESOLUTION NO. R25-40

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY
OF LAUREL AND YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT,
D/B/A RIVERSTONE HEALTH.**

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

Section 1: Approval. The Memorandum of Agreement by and between the City of Laurel and Yellowstone City-County Health Department, d/b/a RiverStone Health, related to Disaster and Emergency Response Services (hereinafter “Memorandum of Agreement”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Memorandum of Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on the 24th day of June 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 24th day of June 2025.

APPROVED by the Mayor the 24th day of June 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF AGREEMENT

Between

The City of Laurel, by and through its Police Department,

and

Yellowstone City-County Health Department, dba RiverStone Health

1. AUTHORITY

The parties to this agreement are:

A. The City of Laurel, by and through its **City of Laurel Police Department (hereinafter “City of Laurel Police Department”)**, located at 215 West 1st Street, Laurel, Montana 59044 and represented by Captain Jarred Anglin (406 628 8737)

B. RiverStone Health, located at 123 South 27th Street, Billings, Montana 59101 and represented by Jonathan Forte, President & CEO / Health Officer (406 247 3200)

2. PURPOSE

In the interest of community safety, if an event occurs after which it becomes medically necessary to provide medications to the population in Yellowstone County, RiverStone Health will collaborate with Yellowstone County Disaster and Emergency Services to utilize various community assets. In such an event, RiverStone Health will request the assistance of any available staff and resources to accomplish medication dispensing.

It will be necessary to provide security for these medical resources, collectively referred to as Strategic National Stockpile (SNS) assets, from their arrival in Laurel, Montana, until they are distributed to their Points of Dispensing (PODs), dispensed, and/or withdrawn.

3. RESPONSIBILITIES

A. City of Laurel Police Department: agrees in the event of an emergency during which medication distribution to the population of Yellowstone County becomes necessary, we will, to the best of our ability, provide the following:

- 1) Transportation security and continued security for SNS assets upon their arrival, dispensing, and/or demobilization at designated PODs within the limits of the City of Laurel, Montana.
- 2) The City of Laurel Police Department shall be responsible for equipping, recruiting, training, payment, and supervision for their personnel so as to prepare and enable them to complete their duties.
- 3) The City of Laurel Police Department will participate as needed and to the best of their ability in required Call Down, Distribution, and Dispensing exercises.

B. RiverStone Health agrees:

- 1) To provide notice of the impending delivery of the SNS assets as soon as possible to the City of Laurel Police Department.
- 2) To make arrangements to provide City of Laurel Police Department employees and their immediate families with the required prophylaxis medication before their participation in the transport, storage, and dispensing to the public begins.

- 3) To provide SNS training to the City of Laurel Police Department initially and as needed or requested.
- 4) To the best of their ability, will assist with the reimbursement assistance process through the Stafford Act.

4. TERM OF AGREEMENT

This agreement is in force as of the date indicated below, and shall remain in effect unless terminated by written notification from either party to the other; or, until replaced by an updated version mutually agreed to by both parties. This agreement will be reviewed and updated as needed.

SIGNED this _____ day of _____, 2025

Jonathan Forte
President & CEO / Health Officer
Yellowstone City-County Health Department dba RiverStone
Health

City of Laurel
Mayor

Michele Braukmann
Civil Attorney
City of Laurel

File Attachments for Item:

23. Resolution No. R25-41: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

RESOLUTION NO. R25-41

**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 24th day of June 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 24th day of June 2025.

APPROVED by the Mayor the 24th day of June 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 24th day of June, 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 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 June 4, 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 eight thousand eight hundred two dollars and fifty cents (\$8,802.50) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the

results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third-party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 24th DAY OF JUNE 2025.

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 #
6/4/2025 12-93

TRUE NORTH CONTRACTING

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

6th ave and Main

Description		Total
Pave 1,500 sq ft of 3" thick asphalt		5,766.50
1.Bid does not include price for bond or traffic control.		<div>Total\$5,766.50</div>
2.The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party.		
3.Thank you for the opportunity to earn your business		
ACCEPTANCE OF PROPOSAL_____		
DATE OF ACCEPTANCE_____		

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



PROPOSAL

Date Estimate #
6/4/2025 12-92

TRUE NORTH
CONTRACTING

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

Alder and Main

Description		Total
Prep and patch 640 sq ft of 3" thick asphalt		3,036.00
<div>1.Bid does not include price for bond or traffic control.</div> <div>2.The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party.</div> <div>3.Thank you for the opportunity to earn your business</div>		<div>Total3,036.00</div> <div>ACCEPTANCE OF PROPOSAL_____</div> <div>DATE OF ACCEPTANCE_____</div>

File Attachments for Item:

24. Resolution No. R25-42: A Resolution Approving An Increase To The City Of Laurel's Water And Wastewater Rates And Charges To Become Effective On July 10, 2025.

RESOLUTION NO. R25-42

A RESOLUTION APPROVING AN INCREASE TO THE CITY OF LAUREL'S WATER AND WASTEWATER RATES AND CHARGES TO BECOME EFFECTIVE ON JULY 10, 2025.

WHEREAS, the current water and wastewater rates and charges in effect at the present time are not adequate to provide revenues with which to defray the increased costs of operation, maintenance, and capital of the City's water and wastewater distribution facilities and systems;

WHEREAS, the provision of the water and wastewater systems and facilities is essential to the preservation of the public's health and welfare;

WHEREAS, the new rates, must before taking effect, be approved by the City Council after advertising and conducting a public rate hearing pursuant to the City's Charter at Article I, Section 1.03(2) and MCA Section 69-7-111;

WHEREAS, current budgetary requirements with respect to the operation of said facilities in addition to on-going and future projects require the proposed rates to become effective on or about July 10, 2025, to enable the City to proceed as expeditiously as possible to accomplish the objectives herein above recited;

WHEREAS, pursuant to its Charter and Montana law, the City Council has determined that a public rate hearing must be advertised and held to gather documents, testimony, and other evidence regarding the proposed increases in water and wastewater rates and charges;

WHEREAS, a notice of public hearing was mailed to all users of the City's water and wastewater system notifying them that, pursuant to Resolution No. R25-30, adopted on May 13, 2025, it was the intent of the City to increase the rates and charges for water and wastewater services and Notice of the Public Hearing was published as required by Mont. Code Ann. § 69-7-111;

WHEREAS, a public hearing was held on the 24th day of June, 2025, at 6:30 p.m. in the City Council Chambers, at City Hall, Laurel, Montana, for the purpose of gathering public comments and evidence regarding the proposed rate and charge increase;

WHEREAS, every individual who attended the public hearing was given the opportunity to speak, present argument and/or to submit written comment into the hearing record; and

WHEREAS, based upon the record created, the City Council is prepared to issue its decision pursuant to Mont. Code Ann. § 69-7-112.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAUREL, MONTANA:

1. That the City Council considers it both advisable and necessary to increase the municipal water and wastewater services rates and charges for all users in accordance with the rates and charges as specifically contained on the rate and charge schedule marked "Exhibit A" that is attached hereto and hereby incorporated into this Resolution by reference.
2. That the proposed increase in the rates and charges for the users of the municipal water and wastewater system is hereby approved and attached hereto and fully incorporated herein as "Exhibit A," and
3. That this Resolution shall be immediately filed with the City Clerk/Treasurer and shall become final and effective not less than ten (10) days after such filing.

Introduced at a regular meeting of the City Council on the 24th day of June 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 24th day of June 2025.

APPROVED by the Mayor on the 24th day of June 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

City of Laurel’s Proposed Water and Wastewater Utility Service
Rates and Charges and
Notice of Public Rate Hearing

OFFICIAL NOTICE IS HEREBY GIVEN that the Laurel City Council will hold a public hearing on June 24, 2025, at 6:30 p.m. in the Council Chambers at City Hall regarding proposed municipal water and wastewater rate increases. The Clerk/Treasurer will receive protests or objections, if any, in writing before the Council meeting up to and including the City Council meeting of June 24, 2025.

The City of Laurel is proposing an increase in water and wastewater rates to ensure the long-term reliability, safety, and sustainability of its utility services. Prior to last year’s increase in the consumption of water and sewer volumetric usage rates, the city had not had rate increases since 2015. The cost of maintaining and operating the city’s water and wastewater systems has significantly increased. Rising energy prices, labor costs, and the need for upgraded equipment have strained the current revenue levels.

Additionally, much of Laurel’s water infrastructure is aging and in need of critical repairs and replacements. This includes water lines, sewer mains, and the city’s only water reservoir which was installed in 1968. To continue delivering potable water to our citizens, a new water reservoir is urgently needed. It is essential for the City of Laurel to deliver clean water and manage wastewater effectively. Without increased funding, the city is restricted to taking care of infrastructure needs or plan for future growth.

The City is proposing to modify the existing water rates as follows:

Based upon the average monthly usage by user from 2022 to 2024, the rate structure is estimated to increase the monthly water charge by the following amounts, based upon water meter size.

Water Rate Structure

Water Meter Size	Existing Rate	Existing Capital Surcharge	FY 26-27 Proposed Base Rate	FY 26-27 Proposed Capital Surcharge	FY 27-28 Proposed Base Rate	FY 27-28 Proposed Capital Surcharge	FY 28-29 Proposed Base Rate	FY 28-29 Proposed Capital Surcharge	FY 29-30 Proposed Base Rate	FY 29-30 Proposed Capital Surcharge
			16%	16%	16%	16%	4%	4%	4%	4%
3/4"	\$24.61	\$8.00	\$28.55	\$9.28	\$33.12	\$10.76	\$34.44	\$11.19	\$35.82	\$11.64
1"	\$41.79	\$14.32	\$48.48	\$16.61	\$56.24	\$19.27	\$58.49	\$20.04	\$60.83	\$20.84
1.25"	\$63.33	\$22.24	\$73.46	\$25.80	\$85.21	\$29.93	\$88.62	\$31.13	\$92.16	\$32.38
1.5"	\$89.86	\$32.00	\$104.24	\$37.12	\$120.92	\$43.06	\$125.76	\$44.78	\$130.79	\$46.57
2"	\$158.16	\$57.12	\$183.47	\$66.26	\$212.83	\$76.86	\$221.34	\$79.93	\$230.19	\$83.13
3"	\$350.86	\$128.00	\$407.00	\$148.48	\$472.12	\$172.24	\$491.00	\$179.13	\$510.64	\$186.30
4"	\$624.26	\$228.56	\$724.14	\$265.13	\$840.00	\$307.55	\$873.60	\$319.85	\$908.54	\$332.64
6"	\$1,401.17	\$514.32	\$1,625.36	\$596.61	\$1,885.42	\$692.07	\$1,960.84	\$719.75	\$2,039.27	\$748.54
10"	\$3,869.58	\$1,422.24	\$4,488.71	\$1,649.80	\$5,206.90	\$1,913.77	\$5,415.18	\$1,190.32	\$5,631.79	\$2,069.93

Volume Rate, \$ per 1,000 gallons

Threshold	Existing Rate	FY 26-27	FY 27-28	FY 28-29	FY 29-30
Residential		16%	16%	4%	4%
0-1,000 gal	\$2.17	\$2.52	\$2.92	\$3.04	\$3.16
1.001-5,000 gal	\$2.17	\$2.52	\$2.92	\$3.04	\$3.16
5,001-10,000 gal	\$2.71	\$3.14	\$3.64	\$3.79	\$3.94
10,001-20,000 gal	\$3.26	\$3.78	\$4.38	\$4.56	\$4.74
Over 20,000 gal	\$4.34	\$5.03	\$5.83	\$6.06	\$6.30
Commercial					
First 1,000 gal	\$3.27	\$3.79	\$4.40	\$4.58	\$4.76
Over 1,000 gal	\$3.27	\$3.79	\$4.40	\$4.58	\$4.76
Industrial					
First 1,000 gal	\$4.02	\$4.66	\$5.41	\$5.63	\$5.86
Over 1,000 gal	\$4.02	\$4.66	\$5.41	\$5.63	\$5.86

The City is proposing to modify the existing wastewater rates as follows:

Based upon the average monthly usage by user from 2022 to 2024, the rate structure is estimated to increase the monthly water charge by the following amounts, based upon water meter size.

Wastewater Rate Structure

Water Meter Size	Existing Rate	Existing Capital Surcharge	FY 26-27 Proposed Base Rate	FY 26-27 Proposed Capital Surcharge	FY 27-28 Proposed Base Rate	FY 27-28 Proposed Capital Surcharge	FY 28-29 Proposed Base Rate	FY 28-29 Proposed Capital Surcharge	FY 29-30 Proposed Base Rate	FY 29-30 Proposed Capital Surcharge
			9%	9%	9%	9%	9%	9%	5%	5%
3/4"	\$19.24	\$10.00	\$20.97	\$10.90	\$22.86	\$11.88	\$24.92	\$12.95	\$26.17	\$13.60
1"	\$34.44	\$17.90	\$37.54	\$19.51	\$40.92	\$21.27	\$44.60	\$23.18	\$46.83	\$24.34
1.25"	\$53.49	\$27.80	\$58.30	\$30.30	\$63.55	\$33.03	\$69.27	\$36.00	\$72.73	\$37.80
1.5"	\$76.96	\$40.00	\$83.89	\$43.60	\$91.44	\$47.52	\$99.67	\$51.80	\$104.65	\$54.39
2"	\$137.37	\$71.40	\$149.79	\$77.83	\$163.21	\$84.83	\$177.90	\$92.46	\$186.80	\$97.08
3"	\$307.84	\$160.00	\$335.55	\$174.40	\$365.75	\$190.10	\$398.67	\$207.21	\$418.60	\$217.57
4"	\$549.69	\$285.70	\$599.16	\$311.41	\$653.08	\$339.44	\$711.86	\$369.99	\$747.45	\$388.49
6"	\$1236.94	\$642.90	\$1348.26	\$700.76	\$1469.60	\$763.83	\$1601.86	\$832.57	\$1681.95	\$874.20

Volume Rate, \$ per 1,000 gallons

Billable Water Volume	Existing Rate	FY 26-27	FY 27-28	FY 28-29	FY 29-30
		9%	9%	9%	5%
(1)	\$8.45	\$9.21	\$10.04	\$10.94	\$11.49

(1) Based on water use average from October through April.

The increase for the water and wastewater base rates, volume rates, and the capital improvement surcharge will be raised annually on July 10th of each year through FY 2029-2030.

File Attachments for Item:

25. Ordinance No. R25-01: An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code.

ORDINANCE NO. 025-01

**AN ORDINANCE AMENDING CHAPTER 12.28 (PARK RULES AND REGULATIONS)
AND REPEALING CHAPTER 12.32 (TREES AND BOULEVARDS) OF THE LAUREL
MUNICIPAL CODE.**

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

WHEREAS, City Staff prepared, reviewed, and approved the amendments to the existing LMC Chapter 12.28 (Park Rules and Regulations) as noted in the attached and hereby recommends the same to the City Council for their full approval; and

WHEREAS, since LMC Chapter 12.32 (Trees and Boulevards) is recommended to be combined with LMC Chapter 12.28 (Park Rules and Regulations), City Staff approves repealing of LMC Chapter 12.32 (Trees and Boulevards) in its entirety and hereby recommends the same to the City Council for their full approval.

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor. This Ordinance shall result in amendments to the existing LMC Chapter 12.28 (Park Rules and Regulations) and repealing of LMC Chapter 12.32 (Trees and Boulevards).

Introduced and passed on first reading at a regular meeting of the City Council on the 24th day of June 2025, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the 8th day of July 2025, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the 8th day of July 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Chapter 12.28 PARK RULES AND REGULATIONS AND TREES AND BOULEVARDS*

Sections:

12.28.010 Creation and establishment of a ~~city~~City park boardPark and Tree Board.

There is created and established an advisory board to the ~~city~~City councilCouncil that shall be known as the ~~park board~~Park and Tree Board for the ~~city~~City of Laurel ("Board") which shall consist of ~~seven~~four to six members who ~~shall constitute three sitting members of the city council and four members at large who~~ must reside in the ~~city~~City or who must live within two miles thereof. ~~These members shall consist of at least three sitting members of the City Council and the remainder of members at large.~~ The ~~mayor~~Mayor shall appoint all members with approval of the ~~council~~Council. The members shall come from diverse interest groups including, but not limited to, school teachers, club members, homeowners, business owners, park or tree professionals and/or representatives from the ~~city~~City government.

(Ord. 06-08 (part), 2006)

12.28.020 Term of office.

The term of office for the members shall be four years. ~~_except that the term of three of the members appointed to the first board shall be for two years and the term of four members of the first board shall be for four years.~~ In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the respective term.

(Ord. 06-08 (part), 2006)

12.28.030 Compensation.

Members of the board shall serve without compensation.

(Ord. 06-08 (part), 2006)

12.28.040 Operation.

The ~~B~~board shall select its own officers (if any), make its own operational rules and regulations to govern its meetings, schedule its own meetings¹ dates and times for the convenience of its members and shall keep a record of its proceedings. All meeting dates and times shall be posted at ~~City~~City Hall. A majority of the members shall be a quorum for the transaction of business.

(Ord. 06-08 (part), 2006)

12.28.050 ~~Park board~~Park and Tree Board authority.

A. The ~~park board~~Park and Tree Board of the ~~city~~City shall have the authority and discretion to:

1. Promulgate and develop proposed ordinances, rules and/or regulations that govern the general use of all ~~cityCity~~ parks with consideration of public input for presentation to the ~~cityCity councilCouncil~~ for consideration and adoption by the ~~cityCity councilCouncil~~;
 2. Establish a proposed permit system to provide for an advanced reservation system for the exclusive use of a ~~cityCity~~ park or ~~cityCity~~ park improvement by a person or group to be administered by ~~cityCity~~ staff upon approval by the ~~cityCity councilCouncil~~;
 3. Prepare and adopt proposed rules or regulations governing or limiting the possession or use of alcoholic beverages in ~~cityCity~~ parks by any person or group of people, including establishment of a proposed permit and registration procedure for the possession or use of alcoholic beverages by any group of people to be administered and enforced by ~~cityCity~~ staff and/or the ~~cityCity~~ police when applicable upon approval by the ~~cityCity councilCouncil~~;
 4. Negotiate terms for lease agreements for ~~cityCity~~ parks or other ~~cityCity~~ park related improvements with current or new users, groups or clubs on the ~~cityCity councilCouncil~~'s behalf. When completed, the ~~park boardPark and Tree Board~~ shall present each negotiated proposed lease agreement to the ~~cityCity councilCouncil~~ for approval and adoption by resolution of the ~~cityCity councilCouncil~~;
 5. Assist with the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public areas; and
 6. When requested by the City Council, consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.-
- B. All park ordinances, rules, and regulations promulgated by the ~~park boardPark and Tree Board~~ shall be adopted by the ~~cityCity councilCouncil~~ upon recommendation by the ~~park boardPark and Tree Board~~ pursuant to this section. All rules, regulations, and/or ordinances adopted hereunder shall be posted in a public place at each park affected thereby or be available at the office of the ~~cityCity~~ Clerk-Treasurer. The Park and Tree Board may conduct tree inventory analysis within its discretion.

(Ord. 06-08 (part), 2006)

12.28.060 Park hours.

- A. Except as otherwise provided herein, all ~~cityCity~~ parks shall be closed from ten p.m. until six a.m. each night.
- B. No person shall remain in or upon any ~~cityCity~~ park during closed hours.
- C. This section shall not apply to ~~the~~ overnight camping areas designated in Riverside Park by the City.
- D. The children's playground equipment commonly known as "Kids Kingdom" at Kiwanis Park shall close at ten p.m. and reopen at six a.m.
- E. Any person violating the terms of this section shall, upon conviction, be punished as set forth in Section 12.28.100 of this code.
- F. Applicants may seek an exemption to this section when applying for an event permit at ~~cityCity~~ Hall.

(Ord. 06-08 (part), 2006)

(Ord. No. 019-03, 12-10-19)

12.28.065 Fees and charges.

The ~~cityCity council~~Council shall establish reasonable fees and/or charges for the use of the pool, parks and/or recreation areas and facilities owned by the ~~cityCity~~ by annual resolution after a public hearing.

(Ord. 07-06 (part), 2007; Ord. 06-04 (part), 2006)

12.28.070 Use of tennis courts restricted.

- A. ~~CityCity~~ tennis courts shall be used only for the practice and playing of tennis. All other activities are prohibited on all ~~cityCity~~ tennis courts. No person shall use or occupy any ~~cityCity~~ tennis court or any part thereof for any purpose other than the playing or practicing of tennis.
- B. Any person violating the terms of this section shall, upon conviction, be punished by a fine not exceeding one hundred dollars.

(Ord. 06-08 (part), 2006)

12.28.080 Use of ~~South Pond~~ Laurel Lion's Family restricted.

- A. The following activities are prohibited at South Pond at all times:
 1. Swimming, ~~except for approved scuba diving and skin diving as set forth in this section; and~~
 2. Motorized or power boating of any kind.
- ~~B. Scuba diving and skin diving shall be permitted at South Pond by advance permit only, subject to the following restrictions:~~
 - ~~1. Any person, prior to skin or scuba diving in South Pond, shall first obtain from the city a permit;~~
 - ~~2. Permits granted hereunder are given pursuant to Montana Code Annotated § 70-16-302(1). The city shall not collect any fee for issuing a permit hereunder. The city shall not be liable for any accidents or injury to persons or property derived from skin or scuba diving or related activities. Every applicant must sign release and waiver of liability before receiving a permit hereunder;~~
 - ~~3. The city shall not issue a permit unless the applicant first displays to the city a current certification of diving qualification issued by a recognized diving training school affiliated with one of the below listed organizations. Student applicants must be accompanied by a certified instructor at all times and are subject to all other requirements of this section. The following organizations are recognized by the city as proper certifying authorities:~~
 - ~~a. N.A.U.I. National Association of Underwater Instructors;~~
 - ~~b. P.A.D.I. Professional Association of Diving Instructors;~~
 - ~~c. Y.M.C.A. Young Men's Christian Association;~~
 - ~~d. N.A.S.D.S. National Association of Skin Diving Schools;~~
 - ~~e. P.S.I.C. Professional Divers Instructional College;~~
 - ~~4. All permittees shall be subject to all federal and state laws, rules and regulations pertaining to scuba diving and skin diving;~~
 - ~~5. Any permit issued hereunder may be revoked at any time by city police officers, with or without cause. Divers shall immediately leave the pond upon demand of any police officer.~~

Created: 2024-09-18 09:00:09 [EST]

(Supp. No. 22)

BC. Any person who violates any of the terms or provisions of this section shall, upon conviction therefore, be punished in accordance with the provisions of Section 1.36.010 of this code.

(Ord. 06-08 (part), 2006)

12.28.090 Use of motor vehicles restricted.*

- A. No person shall drive or otherwise operate any motor vehicle in any ~~city~~City park except in or upon ~~gravelled~~graveled or paved parking areas.
- B. This chapter shall not apply to ~~city~~City vehicles in the regular operation and conduct of ~~city~~City business or to construction or maintenance vehicles belonging to any contractor performing any work for the ~~city~~City in any ~~city~~City park.
- C. Users of Riverside Park, however, may operate vehicles only upon designated, defined roadways therein.
- D. Any violation of this chapter shall, upon conviction thereof, be punishable as provided in Section 1.36.010 of this code.

(Ord. 06-08 (part), 2006)

* There were two sections numbered 16.02.020 added to the Laurel prior code.

12.28.100 Violation—Penalty.

- ~~A. Any person violating any provision of this chapter for which another penalty has not been specifically provided shall, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.~~
- ~~B. Any person violating any ordinance, rule or regulation adopted by the park committee pursuant to this chapter shall, upon conviction thereof, be punished by a fine not to be less than fifty dollars nor more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.~~

~~(Ord. 06-08 (part), 2006)~~

12.28.100 Tree species to be planted.

The City Park and Tree Board shall develop and maintain a list of desirable trees for planting along streets in three size classes, based on mature height: small (under twenty feet), medium (twenty to forty feet) and large (over forty feet). Efforts shall be made to ensure a sufficient diversity of tree species. Lists of prohibited trees or trees not suitable for planting will also be developed and maintained by the Board.

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

12.28.110 Spacing.

The spacing of street trees will be in accordance with the three size classes listed in Section 12.28.100 of this chapter, and no trees may be planted closer together than the following: small trees, fifteen feet; medium trees, twenty-five feet; and large trees, thirty-five feet; except in special plantings designed or approved by a landscape architect.

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

12.28.120 Distance from curb and sidewalk.

The distance trees may be planted from curbs or curb lines and sidewalks will be in accordance with the three size classes listed in Section 12.28.100 of this chapter, and no tree may be planted closer to any curb or sidewalk than the following: small trees, two feet; medium and large trees, three feet.

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

12.28.130 Distance from street corners and fireplugs.

No street tree shall be planted within thirty-five feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No street tree shall be planted within ten feet of any fireplug.

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

12.28.140 Utilities.

No street trees other than those species accepted as small trees by the City Park and Tree Board may be planted under, or within ten feet of any overhead utility wire.

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

12.28.150 Public tree care.

The City shall have the right to plant, prune, maintain, and remove trees, plants, and shrubs within the lines of all streets, alleys, avenues, lanes, squares, and public grounds as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

The City may remove or cause to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect, or other pest. This section does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of said trees is in accordance with Sections 12.28.100 and 12.28.110 of this chapter.

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

12.28.160 Pruning standards.

All tree pruning on public property shall conform to the ANSI A300 standards for tree care operations.

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

12.28.170 Tree topping.

It shall be unlawful as a normal practice for any person, firm, or City department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Crown reduction by a qualified arborist may be substituted, where appropriate. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this chapter at the determination of the City Park and Tree Board. The City

Park and Tree Board retains discretion to determine appropriate tree topping, and the Board is granted authority to seek the City's intervention to impose penalties for unlawful tree topping.

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

12.28.180 Pruning and corner clearance.

Every owner of any tree overhanging any street or right-of-way within the City shall prune the branches so that such branches shall not severely obstruct the light from any street lamp or obstruct the view of any street intersection, and so that there shall be a clear space of thirteen feet above street surface or eight feet above the sidewalk surface. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs, which constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign or sight triangle at intersections.

Tree limbs that grow near high voltage electrical conductors shall be maintained clear of such conductors by the electric utility company in compliance with any applicable franchise agreements.

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

12.28.190 Dead or diseased tree removal on private property.

The City shall have the right to cause the removal of any dead or diseased trees on private property within the City, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the City. The City will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty days after the date of service of notice. In the event of failure of owners to comply with such provisions, the City shall have the authority to remove such trees and charge the cost of removal on the owner's property tax notice.

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

12.28.200 Protection of trees.

In order to maintain the overall forest, reasonable efforts shall be made to replace trees that are removed and to protect quality trees that are endangered.

Trees of desirable species and good health shall be protected as much as possible from damage during construction, sidewalk repair, utilities work above and below ground, and other similar activities. The zone of protection shall include the ground beneath the canopy of the tree.

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

12.28.210 Interference with the City Park and Tree Board.

It shall be unlawful for any person to prevent, delay or interfere with the City of Laurel, its City Park and Tree Board, or any of its agents while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees, as authorized by this chapter.

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

Formatted: Space Before: 2 pt, After: 12 pt

12.28.220 Authority of adjoining property owner to plant or care for trees on boulevard or parkways.

Permission is given to the owners of real estate to improve their premises by planting trees and properly caring for trees in the boulevards adjoining their property consistent with the terms of this Section. Such trees shall in no case interfere with the full use of the streets for public purposes, and no person shall plant any tree within the limits of any parkway, street, or alley in the City without having first obtained a written permit from the City.

It shall be the duty of any property owner to make request in writing to the City, stating the variety and precise location of each tree proposed to be planted. The permit shall specify location and variety of each tree.

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

12.28.230 Removal, cutting and injury.

No person shall remove, destroy, cut, deface or in any way injure or interfere with any street or park tree without a permit from the City.

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

12.28.240 Interference with trees by house mover, permit required.

It shall be unlawful for any person to move any building along any street, avenue or alley in the City, in such a way as to interfere with or injure any tree or shrub in any street, avenue, alley or public place, including parks and parkways, without a written permit obtained from the City Park and Tree Board. The application for such permit, and the permit issued, shall specify the particular building and the particular route to be followed.

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

12.28.250 Procedure for temporary removal.

All moving of trees and shrubs made necessary by moving of buildings or any other purpose shall be done under supervision of the City, at the expense of the owners of the buildings, or the party requesting the same. Should such moving cause the death of the tree, the owner of the buildings or the party requesting the temporary removal, at his own expense, shall replace the same under the supervision of the City.

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

12.28.260 Insects and diseases—Declared nuisance.

All insect pests and diseases known to be injurious to fruit, shade, and ornamental trees and shrubs, and all trees, shrubs and vegetable growth infested or infected therewith constitute a menace, and are hereby declared to be a common nuisance.

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

12.28.270 Spraying.

Every person who is owner or in possession or control or management of any lot, block or parcel of land upon which there are any fruit, shade or ornamental trees or shrubs which are infested or infected with any insect pests or diseases known to be injurious to such fruit, shade or ornamental trees or shrubs, shall, within three days, upon written notice of the City, spray or cause the same to be sprayed in such manner and with some insecticide designated by the City. Any person failing to comply with any such notice shall be deemed guilty of maintaining a nuisance.

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

12.28.280 Review by the City Council.

The City Council shall have the right to review the conduct, acts, and decisions of the City Park and Tree Board.

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

12.28.290 Violation—Penalty.

- A. Any person violating any provision of this chapter for which another penalty has not been specifically provided shall, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.
- B. Any person violating any ordinance, rule, or regulation pursuant to this chapter shall, upon conviction thereof, be punished by a fine not to be less than fifty dollars nor more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.

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