



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, MAY 27, 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 May 13, 2025.

**Correspondence**

2. Reappointment of Ron Benner to the City/County Planning Board.
3. Montana Leagues of Cities and Towns Annual Conference Correspondence

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

**Consent Items**

**NOTICE TO THE PUBLIC**

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

4. Claims entered through May 23, 2025.
5. Approval of Payroll Register for the PPE 5/16/2025 totaling \$250,726.52.
6. Clerk/Treasurer Financial Statements for April 2025.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

7. Budget/Finance Committee Minutes of May 13, 2025.
8. Emergency Services Committee Minutes of April 28, 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**

- [9.](#) Appointment of Kristofer Schaff to the Laurel Police Department.
- [10.](#) Resolution No. R25-31: A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order No. 2 With Triple Tree Engineering, Inc.
- [11.](#) Resolution No. R25-32: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 8.
- [12.](#) Resolution No. R25-33: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Independent Inspection Service.

### **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 May 13, 2025.

DRAFT

# MINUTES OF THE CITY COUNCIL OF LAUREL

May 13, 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 May 13, 2025.

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

COUNCIL MEMBERS ABSENT: Jessica Banks

OTHER STAFF PRESENT: Kelly Strecker, Clerk/Treasurer  
Kurt Markegard, CAO  
Brittney Harakal, Administrative Assistant

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 April 22, 2025, as presented, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

## CORRESPONDENCE:

- Police Monthly Report - April 2025.
- Burwell Thank You Card
- Fire Monthly Report - April 2025
- Floodplain Permit Correspondence
- Beartooth RC&D Correspondence May 2025

COUNCIL DISCLOSURE OF EX-PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

## CONSENT ITEMS:

- **Claims entered through May 9, 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 4/27/2025 totaling \$262,821.61.**

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 seven Council Members present voted aye. Motion carried 7-0.

## CEREMONIAL CALENDAR:

- Poppy Day Proclamation

May 23, 2025, was declared as Poppy Day.

## REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of April 22, 2025.
- Public Works Committee Minutes of April 21, 2025.
- Laurel Airport Authority Minutes of December 3, 2024.

DRAFT

- Emergency Services Committee Minutes of March 24, 2025.

**AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):**

Bea Ann Melchar and Lori Pool with ARA of YC noted a few notable entries in the Prime Connections circulation, see attached.

Council noted that the City partners with ARA of YC to provide transportation for Seniors in Laurel.

**SCHEDULED MATTERS:**

- **Resolution No. R25-29: A Resolution Of The City Council To Accept Studies Of The City's Existing Water And Wastewater Rate Structures And Recommendations For Any Necessary Modifications To The Existing Rate Structures Prepared By Raffelis Financial Consultants, Inc., And Amending Previous Resolution No. R25-25.**

Motion by Council Member Sparks to approve Resolution No. R25-29, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-30: A Resolution Of Intent To Increase The City Of Laurel's Water And Wastewater Rates And Charges To Become Effective On July 10, 2025, And Setting A Date And Time For A Public Rate Hearing.**

Motion by Council Member Canape to approve Resolution No. R25-30, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

**ITEMS REMOVED FROM THE CONSENT AGENDA:** None.

**COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):** None.

**COUNCIL DISCUSSION:**

The next Public Works Committee meeting is Monday at 6:00 p.m. in the Council Chambers.

The next Emergency Services Committee meeting is Monday, directly after the Public Works Committee meeting in Council Chambers.

The next Cemetery Commission meeting will be on Tuesday at 5:00 p.m. in the Council Conference Room.

The Community Clean Up had a very good turnout. The next one will be around the 4 of July.

**MAYOR UPDATES:** None.

**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

Motion by Council Member Mize to adjourn the Council meeting, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 6:47 p.m.

  
Brittney Haraka, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 27<sup>th</sup> day of May 2025.

DRAFT

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

Attest:

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

# Celebrating 40 Years of Preparing Meals for Seniors



In May of 1985, Mary Sickle was hired as a part time assistant cook for the Laurel Senior Dinner Program which is located in the Laurel Senior Citizens Center. Little did she realize what a positive

impact she would have on the lives of thousands of Yellowstone County Seniors. Mary's dedication in the Laurel kitchen paid off. As Earl retired and Diana became the cook, Mary was promoted to full-time assistant cook. This exciting new chapter began just as she celebrated her son turning one. She remembers that during her early days, she would always find a stack of pans waiting to be washed when she started her shift.

One of the things that attracted her to this job was having most of the afternoon and weekends to be with her kids. They have been central to her life. Her daughter says that Mary is a great mom and she taught all of her kids how to be excellent parents.

Mary truly valued the people she cooked for, whether at the meal sites or through Meals on Wheels. Her connection with them was evident in her knack for remembering nearly everyone's name and even those little details, like exactly which vegetable would be left untouched on their plate. Over the course of her 40 years of preparing meals, she estimates that she has prepared well over 1 million meals. What an amazing accomplishment!

Mary took on the position of Assistant Cook in Billings when the kitchen was opened at the Billings Community Center where she worked with Margaret and Joyce learning the secrets of making delicious meals for large numbers of people. This isn't as easy as doubling your recipe for a home holiday meal. In 1995, she moved back to Laurel, but in the position of head cook, site coordinator, and MOW coordinator.

During this time, the kitchen in Billings was closed and the meals were prepared by ARAMARK. At Mary's suggestion the Laurel kitchen did a 3-month trial of preparing the meals for the South Park Senior Center and after a successful run, Mary and two other ladies began preparing the meals for all the meal sites in Billings and Billings Meals on Wheels which were transported from Laurel. Holiday meals were a blur of activity at that small kitchen as the staff would prepare over 1000 meals for those special dinners.

When the new kitchen was completed at 1505 Ave D, Mary returned to Billings to help there, including making special entrees for a monthly fundraiser. In April of 2015, Mary returned to Laurel to complete her 40 years of preparing meals.

Beyond the kitchen, Mary's kindness extended into the lives of those who lacked support. On her own time, she'd go the extra mile, whether it was helping someone secure a place to live, track down furniture, or simply checking in to offer a friendly face and ensure they were settling in. She also gave her time to help out both the Laurel Senior Center and Alliance with fundraising efforts.

When COVID-19 changed everything, Mary didn't miss a beat. She kept the Meals on Wheels service running in Laurel and quickly adapted to serve the regulars from the Laurel Center, organizing a curbside pickup system so they could still get their meals safely. As life resumed its normal rhythm, she found immense joy in watching her family grow and enjoyed her role as grandma as much as she cherished being a mother.

You have made history as being the longest-serving staff member at Alliance!

Thank you Mary for serving the seniors of Yellowstone County for 40 years!!



[www.alliancecyc.org](http://www.alliancecyc.org) // Adult Resource Alliance 9



# Executive Directors through the Years

**George Sheckleton MD**

*appointed by the County Commissioners*

**Norma Fagen.....1987**

**Bea Ann Melichar.....1988**

**Earl Welty.....1984**

**Mike Larson.....2019**

**Ray Linder.....1985**

**Erika Purington.....2024**

# Board Members through the Years

\* indicates served as chairman

***Since 1975 the County Commissioners have appointed the following people to serve on the Board of Directors for The Yellowstone County Council on Aging. Thank you to these individuals who gave their time, knowledge and commitment to the organization as it has evolved over 50 years of service to the Yellowstone County residents.***

Robert (Bob) Hamilton \* • John Laitinen • Sue Carter • Al Howell • Evelyn Lucero • Martin Oleson • Hattie Martin  
Joe Allard • Robert (Bob) Giddings \* • JL McArthur • Lois Shorey • Agnes Crow • Lou Hagerman • Stan Rogers \*  
Frank Sindelar • Robin Grinsteiner • Dorothy Rosselot • Water Timonen • Jim Wallman • Francis Dewing • Ed Batt  
Charles DeGroat • Vera Gerke \* • Bev McBride • Barry Nolan\* • Maurice (Maury)Colberg • Everett Devoir  
Artie Markegard\* • Vic Miller • Ken Jacobson • Patricia (Pat) McAllister • Paulette Grubbs Sprvill • Jack Dempsey  
Ben Gum • Fay Marsh\* • Ed Gillig\* • Jean Jaques • Cheryl Carter Bass \* • Ken Chase • Jack Johnson\*  
Marion Coleman\* • Linda Lam • Ralph Brewington • Bill Bradford\* • Joanne Dodd • Jan Siems • Mary Lou Croff  
Gladys Stahl • Marvin Carter • Sherill Frickle • Michelle Reed \* • Rev Jay Wallace • Sharon Ille \* • Jim Gaasterland\*  
Jim Ronquillo • Terry Naccoreato • Sharon Pearson • Shirley Phillips • Diane Boyett\* • Jaydee Wilken • Keith Wallace\*  
Pat Clark • Marilyn Tapia • Carol Muessig • Audrey Earhart • Joan Grauman • Kathy Bracko • Nibs Moessmer \*  
Rae Ann Mall\* • Brent Cromley \* • Rod Ostermiller \* • Wanda Grinde • Richard Klose Sr • Zach Winkelman  
Sandra Loendorf • Sue DeVries • Ben McKee • Kelli Skaggs • Brian Macy • Duane Loken\* • Mike Testa  
Kalyn Briggs • Heather Hirsch • Pam Hofferber • Linda Roers • Brian McHugh • Cole Catlin  
Jon Stepanek • Kevin Sider • Scooter Gates • Becky Rosenleaf



ADULT RESOURCE

**Alliance**  
of Yellowstone County



# ***Stronger Together: A Merger for Mission***

Two rivers flowing side by side serve their purpose well, but when they come together, they create a stronger, deeper current—one that carries more, reaches farther, and sustains life in even greater ways. That is the vision behind an exciting new chapter for Big Sky Senior Services and the Adult Resource Alliance.

For nearly 50 years, both organizations have been dedicated to supporting older adults in living well, independently, and with dignity. Recognizing that the needs of seniors in our community are growing, we have been working closely together to explore how we can have a greater impact. Over the past several months, alongside our boards and leadership teams, we have been laying the groundwork to merge our organizations—combining our strengths to enhance services, streamline resources, and better advocate for the seniors who work with us and depend on us.

This merger for mission is about ensuring that older adults have access to the essential care, nutritious meals, and

social connections they need to thrive. By uniting our programs, staff, and expertise, we can expand services, improve accessibility for those seeking help, and create a sustainable foundation for the future.

While change requires adaptation, it also brings opportunity. We honor the histories of both organizations and the dedicated individuals who built them of the past 50 years, while shaping a stronger and more resilient future for our work. By embracing new ways of working and listening to the voices of those we serve, we ensure that our impact continues to grow, making a lasting difference for seniors in our community.

We are grateful for your trust, your support, and your partnership as we take this important step forward. Together, we will continue to ensure that every older adult in our community has the opportunity to live well, independently, and with dignity.

With Deep Gratitude,



*Erika Purington*

Executive Director  
Adult Resource Alliance

*and*



*Tyler Amundson*

Executive Director  
Big Sky Senior Services

**File Attachments for Item:**

2. Reappointment of Ron Benner to the City/County Planning Board.

# Yellowstone County



COMMISSIONERS  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
bocc@yellowstonecountymt.gov

May 13, 2025

Mr. Ron Benner  
1408 East Maryland Ln.  
Laurel, MT 59044

RE: Re-appointment to Laurel City/County Planning

Dear Mr. Benner,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above-named board. Your term by this appointment will be to June 30, 2027.

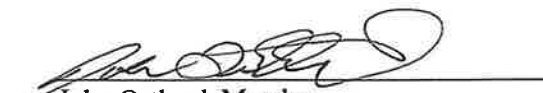
We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

  
\_\_\_\_\_  
Mark Morse, Chair

  
\_\_\_\_\_  
Michael J. Waters, Member

  
\_\_\_\_\_  
John Ostlund, Member

BOCC/eg

c: Board File - Clerk & Recorder  
Ms. Brittney Harakal, Po Box 10, Laurel, MT 59044

**File Attachments for Item:**

3. Montana Leagues of Cities and Towns Annual Conference Correspondence



**SAVE  
THE  
DATE**  
**OCTOBER 15 - 17**



**BILLINGS, MONTANA**

STRONG COMMUNITIES DON'T STAND STILL - JOIN  
THE LEAGUE IN BILLINGS THIS OCTOBER TO FUEL  
LOCAL MOMENTUM!

Engage with over 400 municipal leaders, officials, and employees at the Montana League of Cities and Towns 94th Annual Conference, set in the heart of Billings, Montana, October 15th through the 17th.

From dynamic learning sessions to high-impact networking, this year's conference, LOCAL MOMENTUM, is all about propelling your community forward. Explore fresh strategies, connect with industry experts, and collaborate on innovative solutions.

Set against the backdrop of Billings' iconic Rimrocks and thriving downtown, this year's event will energize, inspire, and equip you with the tools to drive ingenuity in your municipality.

Mark your calendar for October 15 – 17.

Three days of growth, connection, and momentum await!

See you in Billings!

To reserve your accommodations,  
visit [mtleague.org/events/conference](http://mtleague.org/events/conference).



Montana League of Cities and Towns  
700 W. Custer Ave  
Helena, MT 59601

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**PAID**  
Helena, MT 59601  
Permit No. 243

1 61

Laurel Council Members  
PO Box 10  
Laurel, MT 59044-0010



**File Attachments for Item:**

7. Budget/Finance Committee Minutes of May 13, 2025.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, May 13, 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 April 22, 2025, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of April 22, 2025. Michelle Mize seconded the motion. With no objection, the minutes of April 22, 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 May 9, 2025. Richard Klose moved to approve the claims and check register for claims entered through May 9, 2025. Heidi Sparks seconded the motion. With no objection, the claims and check register of May 9, 2025, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending April 27, 2025, totaling \$262,821.61. Michelle Mize motioned to approve the payroll register for the pay period ending April 27, 2025, totaling \$262,821.61. Richard Klose seconded the motion. With no objection, the payroll register for April 27, 2025, was approved. There was no public comment.
5. Review and approve the 2025 April Utility Billing Adjustments, Heidi Sparks moved to approve the 2025 April Utility Billing Adjustments. Casey Wheeler seconded the motion. With no objection, the 2025 April Utility Billing Adjustments were approved. There was no public comment or Committee discussion.

**New Business** –There was a brief discussion regarding obtaining a loan through Yellowstone Bank in Laurel for the purchase of the new fire truck.

**Old Business** – None

**Other Items –**

1. Review Comp/OT reports for the pay period ending April 27, 2025.
2. Mayor Update – The mayor stated that the splash park is open for the season. He said that he has noticed several kids there already, since the weather has been so nice. He did say that there has been a little trouble with the older kids riding scooters, skateboards and bikes through it. The public works department will be posting signs regarding this issue. The mayor briefly spoke about the Facebook post regarding the 4<sup>th</sup> of July fireworks.
3. Clerk/Treasurer Financial Update-Kelly stated she has been working on Public Hearing for the rate increases that will affect water and wastewater. When the first increase was proposed in November, it was only February through June, which was the test year. This Public Hearing will be for the next four years which finishes the rate study that we did with Raftallis. Kelly stated that budget proposals from department heads were due on May 12, 2025, at 5p.m. Most everyone turned them in on time. The city is also looking to change their cell phone service to FirstNet, which is through AT&T, Kelly stated that she has been working with the department heads, as to what equipment they have so she can it the information over to FirstNet, so they can complete a quote for the city. Kelly explained that FirstNet is for first responders and has a larger

broadband. Kelly is hoping this will save the city money verses what the city is being charged through Verizon with less coverage.

**Announcements –**

1. The next Budget and Finance Committee meeting will be held on May 27, 2025, at 5:30 pm.
2. Heidi Sparks is scheduled to review the claims for the next meeting.

Meeting Adjourned at 6:20 p.m.

Respectfully submitted,



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:**

8. Emergency Services Committee Minutes of April 28, 2025.



**MINUTES  
CITY OF LAUREL  
EMERGENCY SERVICES COMMITTEE  
MONDAY, APRIL 28, 2025**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, April 28, 2025 by Chair- Heidi Sparks

**Members Present:** Heidi Sparks- Chair, Jodi Mackay- Vice Chair, Irv Wilke, Bruce McGee, Jamie Swecker

**Others Present:** Ambulance Chief Lyndy Gurchiek, Fire Chief JW Hopper

**Public Input:**

**General Items:**

1. Approval of Emergency Services Committee minutes of March 24, 2025. Bruce moved to approve the minutes; Irv seconded- Motion carried 5-0.
2. Update from Emergency Departments
  - a. Ambulance Chief Gurchiek- Report attached
    - i. Chief Gurchiek noticed an error on the report provided. This report is for 4/28/25, not 1/17/25
    - ii. Staffing- looking at recruiting more volunteers. Going to try to do ride-alongs to gain interest
    - iii. High school career fair was a successful event, and kids seemed very excited and engaged
    - iv. Irv asked about the car seats- can they take used car seats? Chief Gurchiek stated most likely not since they can't be certified. Might be able to take them to use for demonstration. Will check into that and get back to Irv.
    - v. Jamie thanked Chief Gurchiek
    - vi. Heidi asked about creating districts. This was mentioned during the discussions on the mill levy that passed previously. Chief Gurchiek stated there has not been any progress on an emergency service district yet. Chief Hopper stated he has been working on combining the fire districts and that is nearing completion. Goal is to combine all the individual fire districts into one district. Once the fire district restructure has been completed, then focus can move to the emergency service district(s). Chief Gurchiek stated they are charging a \$150 fee each time they respond to Ward 5, which is the out of area calls.
  - b. Fire Chief JW Hopper- Report attached
    - i. DNRC class took place over this past weekend. Those hours are not included in the training hours YTD.
    - ii. Moving to a Minute Man lay with hoses. This is to improve efficiency and allows for only one individual to pull the hose in fire response.



- iii. Doll House burn- this is a house fire simulation. Floors, windows, etc. are movable to train on fire patterns and how a fire moves through a structure.
- iv. Dave Powers' funeral is Wednesday, April 30 at 11:00am
- v. House Fire on Long Meadow Drive- This is the first Tesla fire in Laurel, second Tesla fire in the state. Fire department is adopting a "let it burn" policy for Tesla vehicles and other EVs. There is an EV fire hotline to contact for guidance. Undetermined cause of the fire, but it looks like something with the car as the cause.
- vi. Wildfire season is right around the corner. Very concerned about this season as there has been a lot of growth. DNRC is also predicting this to be a bad fire season. Will be partnering with Lockwood around staffing.

**New Business:**

- 3. Next meeting falls on Memorial Day.
  - a. Irv made a motion to move meeting to Monday, May 19, 2025 at 6:30pm after Public Works meeting. Bruce seconded the motion. Motion carried 5-0.

**Old Business:**

**Other Items:**

**Announcements:**

- 4. Next Meeting will be Monday, May 19, 2025, at 6:30pm in Council Chambers

Meeting adjourned at 6:35pm





# LAUREL FIRE DEPARTMENT

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

## *Emergency Services Meeting 3/24/2025– 4/28/2025*

### Calls-

- Responded to 62 **Total** Calls for 3/24/2025 – 4/28/2025.
- Total Hours on Calls-
  - Firefighters – **435**
  - Officers – **356**
  - Combined Hours – **791**
  - Training Hours - **1669 HRS YTD**

### Training-

- Joint Training with PD/EMS/Fire
  - Active Shooter
- Minute Man lay (hose cross lays)
- Doll House Burn (house fire simulation)
- DNRC Training will continue over the next three months.
  - Chiefs Certification is complete.

### Rookie School Training-

- Wildland Tactics
- Shelter Deployment
- 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.-
  - Dave Powers Funeral
    - 4/3/2025 – Procession from Smith's Funeral Chapel 10:30AM & Funeral @ 11 AM.
  - House Fire on Long Meadow Drive (Hidden Lakes Subdivision)
  - 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
  - Working to fill fire districts.
  - Wildland Season



# Laurel Emergency Services Report created 1/17/25:

| 2021                                                               | 2022                                                               | 2023                                                               | 2024                                                               |
|--------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| 1228 requests for service                                          | 1238 requests for service                                          | 1300 requests for service                                          | 1363 requests for service                                          |
| 135 times LEMS was unavailable                                     | 177 times LEMS was unavailable                                     | 171 times LEMS was unavailable                                     | 73 times LEMS was unavailable                                      |
| 34 times AMR was unavailable                                       | 48 times AMR was unavailable                                       | 23 times AMR was unavailable                                       | 14 times AMR was unavailable                                       |
| 318 responses in Ward 5=26% of calls outside of the city of Laurel | 351 responses in Ward 5=29% of calls outside of the city of Laurel | 351 responses in Ward 5=27% of calls outside of the city of Laurel | 373 responses in Ward 5=27% of calls outside of the city of Laurel |

## Recent Month Summary:

### February 2025:

|                                   |            |
|-----------------------------------|------------|
| Requests                          | 99         |
| Missed Calls                      | 5 = 5%     |
| Shortest Delay                    | 18 minutes |
| Longest Delay                     | 38 minutes |
| Average Delay                     | 27 minutes |
| Fire Driver Available             | 1 time     |
| City Driver Available             | 0 times    |
| QRU Response With 1 Provider      | 1 time **  |
| On A Previous Call                | 5 times    |
| 2 Units On A Call                 | 5 times    |
| No Crew / Provider Available      | 0 time     |
| AMR Transported or Responded      | 4 times*   |
| Red Lodge Transported             | 0 times    |
| HELP Flight Transported           | 0 times    |
| HELP Amb Transported or Responded | 1 time     |
| Columbus Transported or Responded | 0 times    |
| Joliet Transported                | 0 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    |

\*\*1 time 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. \*1 time AMR responded and they were cancelled enroute – FD/PD provided lift assist

29 responses in Ward 5 = 29% of calls outside of the city of Laurel

1 time response for mutual aid. None of these responses resulted in LEMS not being available for another call.



2025 Running Totals

|                                   | January | February | March | April | May | June | July | August | September | October | November | December | Total 2024 |
|-----------------------------------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|------------|
| Requests                          | 124     | 123      | 99    |       |     |      |      |        |           |         |          |          | 346        |
| Missed Calls                      | 1       | 7        | 5     |       |     |      |      |        |           |         |          |          | 13         |
| Shortest Delay (minutes)          | 38      | 12       | 18    |       |     |      |      |        |           |         |          |          | 12         |
| Longest Delay (minutes)           | 38      | 40       | 38    |       |     |      |      |        |           |         |          |          | 40         |
| Average Delay (minutes)           | 38      | 29       | 27    |       |     |      |      |        |           |         |          |          | 31         |
| Fire Driver Available             | 2       | 6        | 1     |       |     |      |      |        |           |         |          |          | 9          |
| City Driver Available             | 1       | 0        | 0     |       |     |      |      |        |           |         |          |          | 1          |
| QRU Response w 1 Provider         | 2       | 0        | 1     |       |     |      |      |        |           |         |          |          | 3          |
| On A Previous Call                | 1       | 7        | 5     |       |     |      |      |        |           |         |          |          | 13         |
| 2 Units On A Call                 | 8       | 6        | 5     |       |     |      |      |        |           |         |          |          | 19         |
| No Crew / Provider Available      | 0       | 0        | 0     |       |     |      |      |        |           |         |          |          | 0          |
| AMR Transported or Responded      | 0       | 2        | 3     |       |     |      |      |        |           |         |          |          | 5          |
| Columbus Transported or Responded | 0       | 1        | 0     |       |     |      |      |        |           |         |          |          | 1          |
| Joliet Transported                | 1       | 1        | 0     |       |     |      |      |        |           |         |          |          | 2          |
| Park City Transported             | 0       | 0        | 0     |       |     |      |      |        |           |         |          |          | 0          |
| Red Lodge Transported             | 0       | 0        | 0     |       |     |      |      |        |           |         |          |          | 0          |
| HELP Flight Transported           | 0       | 0        | 0     |       |     |      |      |        |           |         |          |          | 0          |
| HELP Amb Transported or Responded | 0       | 1        | 1     |       |     |      |      |        |           |         |          |          | 2          |
| POV Transport                     | 0       | 0        | 0     |       |     |      |      |        |           |         |          |          | 0          |
| PD Assisted Pt or transported     | 0       | 1        | 0     |       |     |      |      |        |           |         |          |          | 1          |
| FD Assisted Pt no transport       | 0       | 0        | 0     |       |     |      |      |        |           |         |          |          | 0          |
| YCSCO Transported                 | 0       | 0        | 0     |       |     |      |      |        |           |         |          |          | 0          |
| MHP Transported                   | 0       | 0        | 0     |       |     |      |      |        |           |         |          |          | 0          |
| QRU/AMR, Refusal or No Patient    | 0       | 1        | 1     |       |     |      |      |        |           |         |          |          | 2          |
| Responses in Ward 5               | 28      | 36       | 29    |       |     |      |      |        |           |         |          |          | 93         |
| LEMS response for mutual aid      | 1       | 3        | 1     |       |     |      |      |        |           |         |          |          | 5          |

**Other Reporting Information** \*correction made after report given

-staffing – We will start working on recruitment for possibly bringing on a couple more volunteer.

-we have had several ambulance maintenance issues, working on keeping things rotated to try and ensure we have 2 trucks to respond at a time.

-taught stop the bleed to the CHS refinery rescue squads. ~50 or so individuals total in those classes.

-April 16<sup>th</sup> we participated in the high school career fair.

-Mandi participated in 2 car seat events and handed out 6 car seats. She did a great job promoting Safe Kids of Yellowstone County on the news recently and reminded everyone of the car donation program to help buy car seats.

-will begin working on budget

**File Attachments for Item:**

9. Appointment of Kristofer Schaff to the Laurel Police Department.



# LAUREL POLICE DEPARTMENT

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

**Chief of Police Stanley J Langve**

May 19, 2025

To: Mayor Dave Waggoner

Re: Patrol Officer Hiring

Dear Mr. Mayor,

I am writing to recommend the hiring of Kristofer Schaff for the position of Police Officer with the Laurel Police Department. He was selected from a hiring pool as part of the recruitment process that began in August 2024.

Kristofer brings a strong academic foundation to the role. He holds a bachelor's degree in Justice Administration and is currently pursuing a master's degree in Criminal Justice. His educational background demonstrates both commitment and a long-term investment in a career dedicated to public safety and service.

Throughout the recruitment process, Kristofer demonstrated professionalism, strong communication skills, and a sincere interest in community service. These qualities, combined with his educational background, position him well for success in the role of a police officer.

I believe that Kristofer has the potential to grow into a valuable asset to the department and the community. With the appropriate training and mentorship, he will be well-equipped to uphold the standards and responsibilities expected of our officers.

Given the above considerations, it is my recommendation and request that Kristofer Schaff be appointed as a Laurel Police Officer.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Anglin", is written over a horizontal line.

Captain Jarred Anglin

**File Attachments for Item:**

10. Resolution No. R25-31: A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order No. 2 With Triple Tree Engineering, Inc.

**RESOLUTION NO. R25-31**

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

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

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

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

Introduced at a regular meeting of the City Council on the 27<sup>th</sup> day of May, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 27<sup>th</sup> day of May, 2025.

APPROVED by the Mayor the 27<sup>th</sup> day of May, 2025.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**Amendment To Task Order No. 2**

---

**1. Background Data:**

- a. Effective Date of Task Order: January 14, 2025
- b. Owner: City of Laurel
- c. Engineer: Triple Tree Engineering Inc.
- d. Specific Project: LURA Surveys and Project 1 Design, Permitting, Bidding, and Construction Administration

**2. Description of Modifications**

**The original project scope has been increased**

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

of existing deteriorating concrete, ADA compliance, etc. If surface flowing stormwater is found not to be feasible, design of underground stormwater connecting to the City's existing system will be completed. Design will include coordination with the Montana Department of Transportation where necessary.

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

c. The schedule for rendering services under this Task Order is modified as follows:

i. Modify Section 4.B of the Task Order #2 as follows:

- 1) Complete additional topographic and boundary surveying – June 15, 2025
- 2) Updated 50% Design Plans – October 15, 2025
- 3) 95% Design Plans – December 15, 2025
- 4) Bids Advertised – January 15, 2026
- 5) Begin Construction – March, 2026

### 3. Task Order Summary (Reference only)

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

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

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

OWNER:

By: Dave Waggoner

Title: Mayor

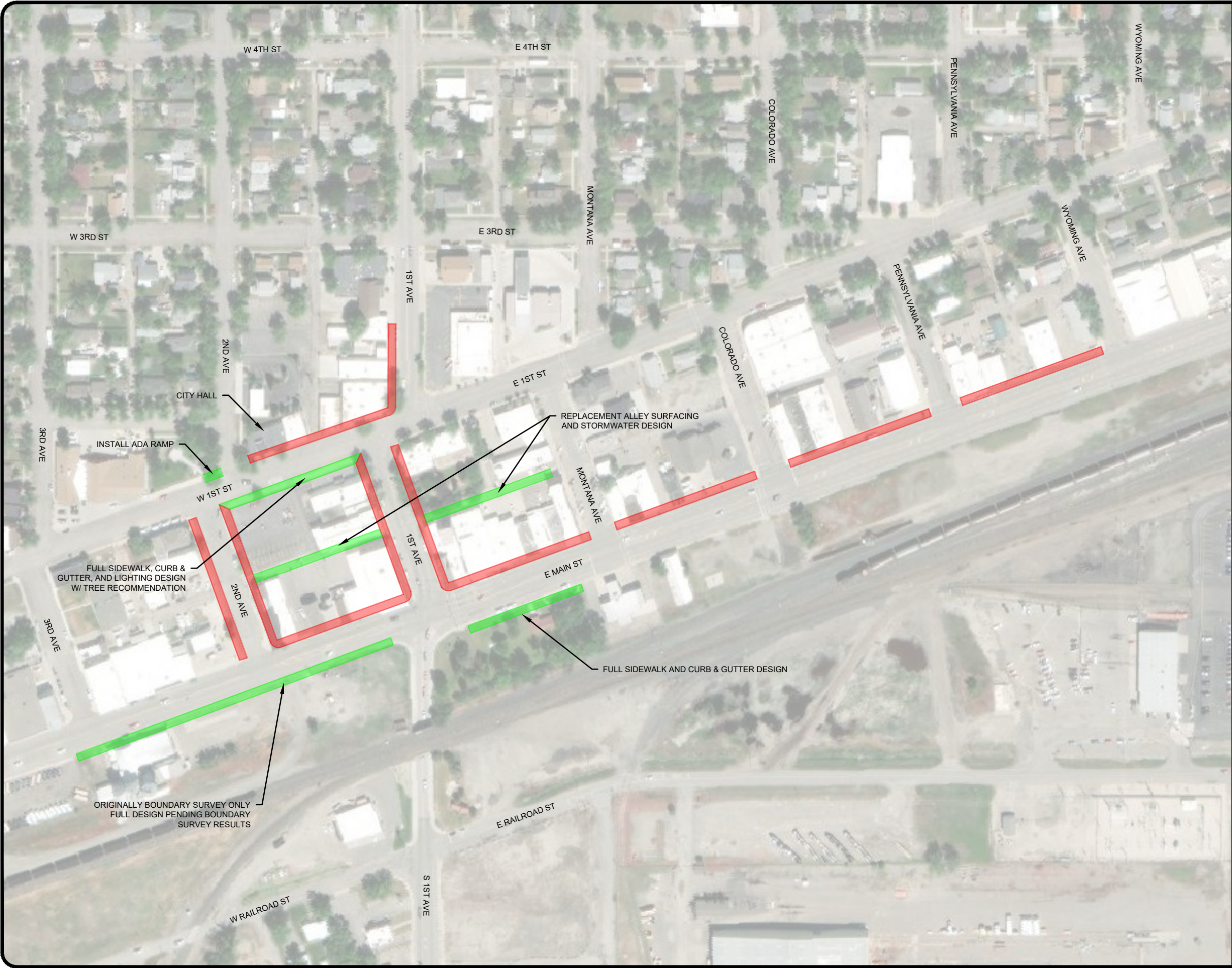
Date  
Signed: \_\_\_\_\_

ENGINEER:

By: Brad Koon

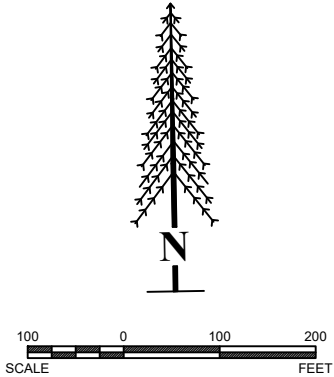
Title: President

Date 04/22/2025  
Signed: \_\_\_\_\_



**LEGEND**

- EXISTING TO #2 SCOPE
- AMENDMENT #1 ADDITIONAL SCOPE



| REVISIONS |             |
|-----------|-------------|
| DATE      | DESCRIPTION |
|           |             |
|           |             |
|           |             |

LAUREL SIDEWALK IMPROVEMENTS

CITY OF LAUREL  
LAUREL, MONTANA

TASK ORDER #2 AMENDMENT #1 EXTENTS

|             |         |
|-------------|---------|
| PROJECT #:  | LURA    |
| DRAFTED BY: | DCT     |
| CHECKED BY: | BJK     |
| DATE:       | 04/2025 |
| EXHIBIT     |         |
| A           |         |

**File Attachments for Item:**

11. Resolution No. R25-32: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 8.

**RESOLUTION NO. R25-32**

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

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

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

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with Fire District 8 on behalf of the City.

Introduced at a regular meeting of the City Council on the 27<sup>th</sup> day of May 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel on the 27<sup>th</sup> day of May 2025.

APPROVED by the Mayor on the 27<sup>th</sup> day of May 2025.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

**W I T N E S S E T H**

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

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

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

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

1. SERVICES

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

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

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

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

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

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

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

2. SERVICE AREA

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

3. EFFECTIVE

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

4. RENEWAL AND EXTENSION

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

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

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

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

6. ANNUAL REPORT

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

7. MODIFICATION

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

8. TERMINATION

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

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

CITY OF LAUREL

FIRE DISTRICT

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

By  \_\_\_\_\_

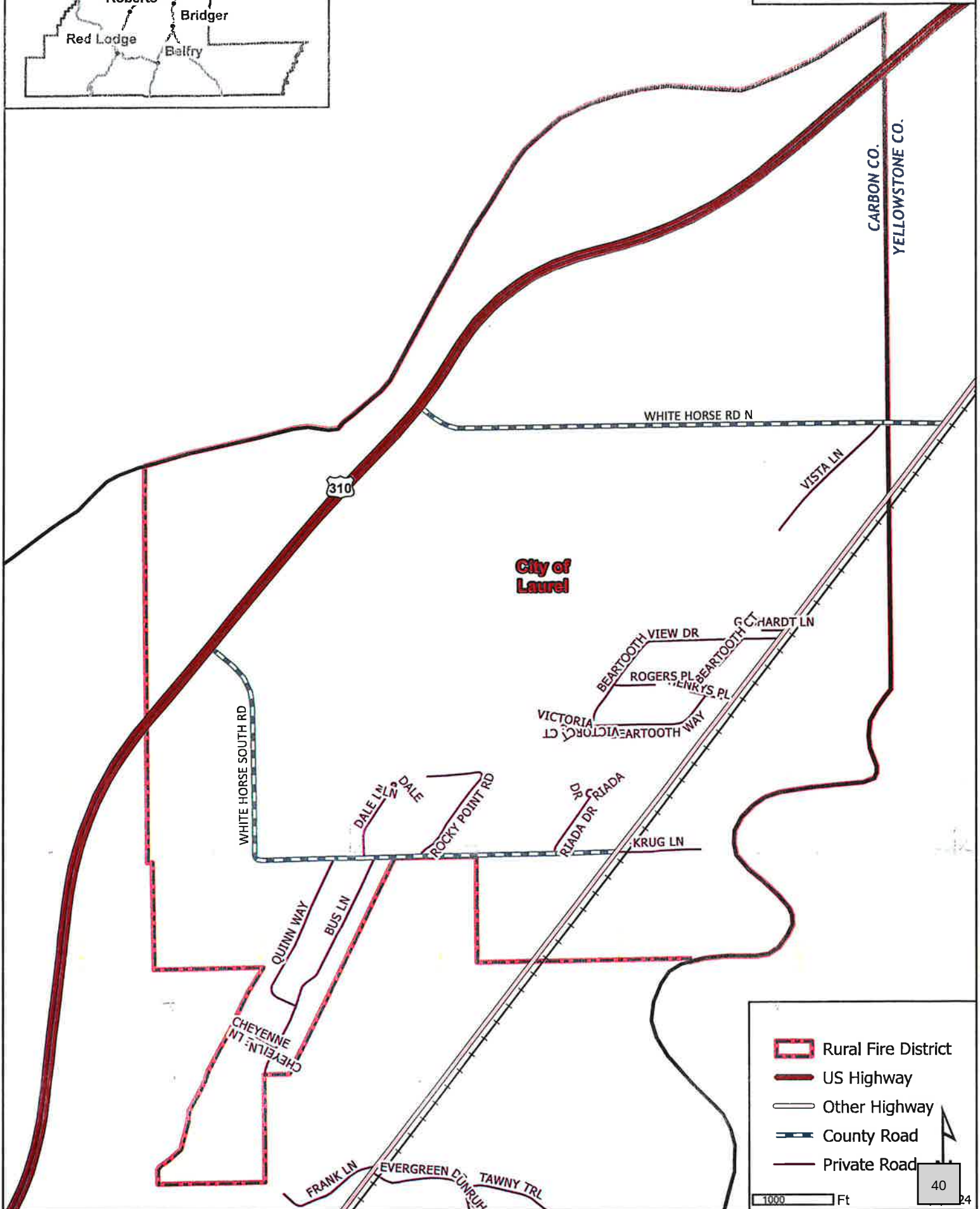
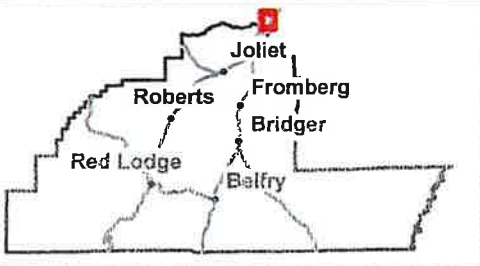
ATTEST:

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

# CARBON COUNTY

MT

GIS & Addressing Department



**File Attachments for Item:**

12. Resolution No. R25-33: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Independent Inspection Service.

**RESOLUTION NO. R25-33**

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

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

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

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Independent Inspection Service on behalf of the City.

Introduced at a regular meeting of the City Council on the 27<sup>th</sup> day of May 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel on the 27<sup>th</sup> day of May 2025.

APPROVED by the Mayor on the 27<sup>th</sup> day of May 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 4<sup>th</sup> day of March, 2025, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Independent Inspection Service, a contractor licensed to conduct business in the State of Montana, whose address is 1063 Sunny Vista Rd., Helena, MT 59602, hereinafter referred to as “Contractor”.

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated May 6, 2025, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor an initial sum of nine thousand six hundred fifty dollars and no cents (\$9,650.00), and in addition to the initial sum, three hundred fifty dollars and no cents (\$350.00) per hour with an undetermined number of hours for the work described in Exhibit A. Any alteration or deviation 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 27<sup>th</sup> DAY OF MAY 2025.

CITY OF LAUREL

CONTRACTOR

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Dave Waggoner, Mayor

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Independent Inspection Service

ATTEST:

Employer Identification Number

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Kelly Strecker, Clerk/Treasurer

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