



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JANUARY 03, 2023
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

1. Appointment of Abbigail Nagel to the Laurel Fire Department.
2. Appointment of Judy Goldsby to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2026.

Executive Review

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

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

4. Years of Service

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.

DATES TO REMEMBER

File Attachments for Item:

1. Appointment of Abbigail Nagel to the Laurel Fire Department.



LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044
OFFICE 406.628.4911 • FAX 406.628.2185

City of Laurel
PO Box 10
Laurel, Mt. 59044

December 23, 2022

Mayor and Laurel City Council,

The following have been selected by the members of the Laurel Volunteer Fire Department/ Association to become volunteers.

Firefighter
Abigail Nagel

Miss Nagel has been selected unanimously by the Department, approved by the Chief of the Department, and are seeking your appointment

Brent Peters
Fire Chief
Laurel Volunteer Fire Department

File Attachments for Item:

2. Appointment of Judy Goldsby to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2026.

December 22, 2022

City of Laurel
115 West 1st Avenue
Laurel, Montana 59044

Attention: Office of the Mayor

Re: Board position opening for LURA

Mayor Wagner:

I would like to request an opportunity to fill the open position on the Laurel Urban Renewal Agency (LURA) board.

My qualifications are as follows:

I owned and operated an auto mechanical business on Main Street in Laurel since 1995. Having sold the business to my mechanic, I maintain first title to the property which he is purchasing on contract.

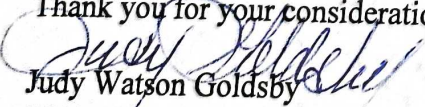
I have been involved with LURA since its inception, and have been on the board through all the previous administrations. My request for reassignment was turned down in 2021 by the acting mayor.

The LURA program has in the past funded some very worthwhile projects. I feel as though the projects have improved and enhanced our TIF District including our downtown and the South Fourth Street corridor.

LURA operated under the guidance of several City Planners and Administrators. If there were faults with the applications for funding, I feel that it was that the board was not sufficiently involved in the approvals and applications themselves. I feel that needs to change.

The grant program needs to continue, and I think I can assist in rewriting, revising, and making it a success.

Thank you for your consideration.


Judy Watson Goldsby
2741 Alpine View Drive
Laurel, Montana 59044
(406) 855-0053

File Attachments for Item:

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

RESOLUTION NO. R22-_____

**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 and True North Contracting, a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the _____ day of December, 2022, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of December, 2022.

APPROVED by the Mayor the _____ day of December, 2022.

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 ___ day of January 2023, 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 Contracting, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way Billings, MT 59101, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated December 14, 2022, 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 five thousand one hundred and twenty two dollars and no cents (\$5,122.00) 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 __ DAY OF DECEMBER 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

True North Contracting

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

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



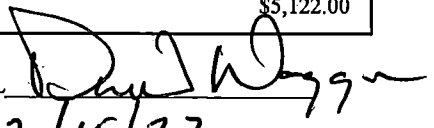
TRUE NORTH CONTRACTING

PROPOSAL

Date Estimate #
12/14/2022 9-181

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

East Main Lift Station

Description	Total
Remove 550 sq ft of 6" thick asphalt and gravel and patch back with 6" thick new asphalt	5,122.00
1. Bid does not include price for bond or traffic control. 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	
Total \$5,122.00 ACCEPTANCE OF PROPOSAL  DATE OF ACCEPTANCE <u>12/15/22</u>	

File Attachments for Item:

4. Years of Service

Employee/Volunteer Recognition 2023 (January to June)

Name	Years of Service	Department
Stan Langve	23	Police
Kurt Markegard	18	Public Works
Kyle Bryant	18	Police
Kelly Strecker	18	City Clerk
Brenda Sell	17	Police
Brian Kline	18	City Shop
William Brew III	17	Police
Christopher Erb	14	Library
Jarred Anglin	8	Police
Cynthia Caswell	8	WWTP
Jodi Kinn	6	Police
Wade Spalinger	4	City Shop
Daniel Nauman	4	WTP
Ryan Sedgwick	4	Police
Wendy Wong	3	Ambulance
Thomas White	3	Ambulance
Haley Swan	3	Police
Michelle Foley	2	City Clerk

Name	Years of Service	Department
Doug Fox	27	Fire
Kent Kulesa	26	Fire
Corey McIlvain	19	Fire
Brent Peters	16	Fire
Tammy Harpster	15	Reserves
Sean McCleary	14	Fire
Travis Nagel	14	Fire
Bruce McGee	13	Reserves
Tom Becker	12	Reserves
Henry Fox	12	Fire
Darcy Sauter	9	Reserves
Dustin Riveland	9	Reserves
Shane Willis	7	Fire
Levi Vandersloot	7	Ambulance
Jennifer Winchell	6	Fire
Jacob Haan	6	Ambulance
John Beck	5	Fire
Jayson Nicholson	5	Fire
Armondo Hernandez	4	Fire
Levi Klamert	4	Fire
Steven Hiller	4	Fire

Employee/Volunteer Recognition 2023 (January to June)

Bridger Fournier	4	Fire
Ryan Robertus	4	Fire
Boady Harper	4	Ambulance
Kently Kuntz	3	Fire
Colton McCleary	3	Fire
Amber Beck	3	Ambulance
Justin Walton	3	Ambulance
Thomas Scott	3	Reserves
Sonja Jones	3	Reserves
Dylan Benton	3	Reserves
Dixie Childers	3	Reserves
Jacob Worden	2	Fire
Tyrel Mraz	2	Ambulance
Kathy Brown	2	Ambulance
Amanda Hemmen	2	Ambulance
Mariel Riley	2	Ambulance
Andrew Zimmermann	2	Ambulance
Joshua Anderson	2	Reserves
Lorenzo Olvera	1	Fire
Jonathan Gotchall	1	Fire
Rebecca Weaver	1	Ambulance
Troy Charbonneau	1	Ambulance
Lynn Galavotti	1	Ambulance