



**Agenda
City of Laurel
City Council Meeting
Tuesday, August 11, 2026
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 from April 28, 2026.

Correspondence

2. Fire Monthly Report - July 2026
3. Public Correspondence received before 8.7.2026

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 August 7, 2026.
5. Approval of Payroll Register for PPE 8/2/2026 totaling \$285,037.14.

Ceremonial Calendar

Reports of Boards and Commissions

6. Budget/Finance Committee Minutes of July 28, 2026.

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

7. Motion to allow Council Member Banks to be Absent From the City of Laurel For More Than 10 Days.
8. A Resolution Of The City Council Authorizing The Mayor To Reschedule City Council Meeting Set On Election Day.
9. A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Susan B. Swimley And Tara Depuy, Attorneys And Counselors At Law For The Provision Of Legal Services For The City Of Laurel.

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.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

April 28, 2026

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Council President Tom Canape at 6:30 p.m. on April 28, 2026.

COUNCIL MEMBERS PRESENT: Thomas Canape Sara Naylor
Brent Edgmond Jessica Banks
Richard Klose Irv Wilke
Jodi Mackay

COUNCIL MEMBERS ABSENT: Casey Wheeler

OTHER STAFF PRESENT: Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
Kelly Gauslow, Accounts Payable
Forrest Sanderson, Contract Planner
Matt Wheeler, Public Works Director
Jared Anglin, Police Chief
Bill Brew, Police Captain
Michelle Mize, City Judge

Council President Canape led the Pledge of Allegiance to the American flag.

MINUTES:

Motion by Council Member Naylor to approve the minutes of the regular meeting of April 24, 2026, 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.

CORRESPONDENCE:

- Public Comments Received

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through April 24, 2026.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 4/12/2026 totaling \$254,868.74.**

The Council President 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: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of April 14, 2026.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):

Jennifer Lorenz, 916 Fifth Avenue, addressed concerns regarding the mayoral recall petition, clarifying that she and Shawna Hopper submitted the petition as private citizens and not on behalf of Laurel CARE. She asked that questions regarding the recall be directed to her or Hopper. She reported that 872 signatures had been submitted, with 70 determined to be illegible and requiring replacement, and stated that 134 additional valid signatures were needed. She also noted that the petition effort had resulted in increased voter registration and address updates within the community.

Kris Vogele, 306 East 4th Street, thanked Council members who attended the recent state hearing regarding the proposed mental health facility. He disputed statements that he had provided false information, explaining that differences in legal interpretation should not be characterized as false information. He also expressed concerns regarding the state's notice and document-distribution procedures and stated that Laurel CARE would continue reviewing the information.

Jeremy Lavold, 1035 9th Avenue, clarified previous comments regarding CAO Kurt's workload, explaining that his remarks were intended as concerns about City staffing and whether sufficient personnel are available to handle the CAO's other responsibilities while he performs additional duties. He expressed concern that the City is behind on certain projects and encouraged the Mayor and Council to ensure adequate staffing.

Shawna Hopper, 504 Roundhouse, responded to comments regarding the CAO's workload, noting that Kurt had been in his current position for approximately 16–17 months and that the LUPA backlog existed before he assumed the position.

Steve Krum, 249 24th Avenue West, asked whether ex parte communication requirements apply only to City Council members or also to the Mayor, CAO, administrative staff, and others who may receive information regarding matters before the Council. He specifically questioned whether communications with state officials or other parties should be disclosed.

Elizabeth Gilg, 1200 Cedar Crest Circle, stated that comments directed toward her did not concern her and explained that her goal as a Laurel resident and Laurel CARE member is to promote transparent, accountable, ethical, and effective local government. She expressed optimism about Laurel's future and the City's ability to move forward with proactive systems.

Shad Wadell, 1241 Elkhorn Drive, thanked Council members who participated in recent state-related activities and encouraged all Council members to visit the proposed facility sites. He also urged the City to ensure that Laurel receives funding and resources promised by the state, particularly for infrastructure and equipment, and encouraged the City to advocate for the community in its dealings with the state.

Shelly White, 512 Wyoming Avenue, expressed concerns about the public-comment process used by the state during the recent hearing concerning the proposed mental health facility. She stated that the process did not provide an adequate opportunity for the City or residents to obtain answers from state officials and encouraged the Council to ensure that established public processes are followed and that the City and its residents are treated respectfully.

Elizabeth Gilg, 1200 Cedar Crest Circle, further discussed the State Board of Investments' public-comment process, stating that she had been told in-person public comment was unavailable because of room capacity, although she observed that the meeting room appeared to have sufficient space. She described difficulty participating through Zoom and asked the Council to examine the state's public-comment procedures. She also expressed concerns about the treatment of Laurel residents during the process.

Richard Holstein, 712 9th Avenue #4, expressed opposition to locating the proposed mental health facility in Laurel, particularly in an area identified for community growth. He stated that residents of Spruce Grove Apartments, including seniors and individuals with disabilities, shared concerns about the proposal. He encouraged the Council to consider the concerns of those residents and argued that alternative locations should be considered elsewhere in Montana.

SCHEDULED MATTERS:

- **Appointment of Bill Brew as the Police Captain for the Laurel Police Department.**

The Council received a recommendation to appoint Detective Bill Brew as Police Captain. The recommendation noted Brew's nearly 20 years of service with the Laurel Police Department, including

experience as a patrol officer, detective, and member of a task force. His knowledge and experience with the department were cited in support of the appointment.

Motion by Council Member Edmond to approve the Mayor's appointment of Bill Brew as the Police Captain for the Laurel Police Department, 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. R26-12: A Resolution Of The City Council Of The City Of Laurel, Montana Authorizing Correspondence To The Federal Energy Regulatory Commission.**

Motion by Council Member Wilke to approve Resolution No. R26-12, seconded by Council Member Edmond.

There was no public comment.

Council Members expressed concerns that they did not fully understand the scope and technical content of the proposed correspondence and stated that they were not comfortable approving the resolution without a better understanding of the matter.

A roll call vote was taken on the motion. Council Members Naylor, Banks, Wilke, Mackay, Klose, Edmond, and Canape voted no. Motion failed 0-7.

- **Resolution No. R26-13: A Resolution Of The City Council Of The City Of Laurel, Montana Authorizing The Mayor To Enter Into Negotiations For A Professional Services Agreement With Interstate Engineering Related To Limited-Scope Planning Services.**

City/County Planning Board has recommended Interstate Engineering for the limited-scope planning services related to bringing the City into compliance with the Montana Land Use Planning Act (MLUPA).

Motion by Council Member Banks to approve Resolution No. R26-13, 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. R26-14: A Resolution Of The City Council Of The City Of Laurel, Montana Authorizing The Mayor To Enter Into Negotiations For A Master Services Agreement With Morrison Maierle Related To Engineering Services.**

Jill Cook of Morrison-Maierle addressed the Council regarding the firm's experience with water storage projects, water and wastewater engineering, hydraulic modeling, and state and federal infrastructure funding.

Council asked about the firm's relationship with Systems Technology Consultants. Cook explained that Systems Technology Consultants had previously been a wholly owned subsidiary but became a separate company on December 31, 2025, with no continuing corporate affiliation other than renting space from Morrison-Maierle.

Motion by Council Member Mackay to approve Resolution No. R26-14, 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. R26-15: A Resolution Of The City Council Of The City Of Laurel, Montana Authorizing Property Owner Darrell Dyer To Apply For Annexation Of Property Less Than 2.06 Acres.**

Forrest Sanderson, Contract Planner, clarified that the deeded portion of the property is 1.125 acres, while inclusion of adjacent rights-of-way would result in a larger total area. He emphasized that the resolution only authorizes Dyer to proceed with the application process and does not approve the proposed variance. Any annexation, zoning, or variance would still require the applicable public hearings, notice, and public process.

Motion by Council Member Naylor to approve Resolution No. R26-15, 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. R26-16: A Resolution Of The City Council Of The City Of Laurel, Montana Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Purchase Of A Garbage Truck From Billings Peterbilt, Inc.**

Motion by Council Member Edmond to approve Resolution No. R26-16, 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. R26-17: A Resolution Establishing An Interim Planning Commission To Implement The Montana Land Use Planning Act**

Forrest Sanderson, Contract Planner, explained that the existing Planning Board had recommended serving as the interim planning commission because its members are familiar with the community and current planning jurisdiction. He stated that the interim commission would assist the city and its contracted MLUPA planner during the compliance process. A permanent planning commission would be established by ordinance after the City's growth policy, subdivision regulations, and zoning regulations are completed.

Motion by Council Member Klose to approve Resolution No. R26-17, 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. R26-18: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Your Own Asphalt, LLC.**

Matt Wheeler, Public Works Director, explained that the contract would provide assistance with repairs resulting from water and sewer breaks and other issues that occurred during the winter, with additional repair work anticipated.

Motion by Council Member Banks to approve Resolution No. R26-18, seconded by Council Member Klose. 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.

- **Ordinance No. O26-02: An Emergency Ordinance Of The City Of Laurel Temporarily Imposing A Moratorium On Annexation Applications In Order To Evaluate Municipal Infrastructure Capacity, Water System Demands, The Impacts Of Recent Changes In State Law, Compliance With The Montana Land Use Planning Act, And The Proper Future Growth Plans For The City Of Laurel.**

The Council discussed the proposed temporary moratorium on annexation applications and the need to evaluate municipal infrastructure capacity, water system demands, recent changes in state law, MLUPA compliance, and future growth. Contract Planner Forrest Sanderson explained the purpose and anticipated 90-day duration of the moratorium and noted the requirement for six affirmative votes for adoption as an emergency ordinance. Council discussed the application of the exemption for developers holding existing valid, unexpired City Council approvals. Council Member Mackay stated that, after consulting with City staff and the City Attorney, the two matters currently holding such approvals were the Cherry Hills Fourth Filing and the Dyer property approved earlier in the meeting. Council also asked whether any other annexation applications were pending but had not yet been presented to Council. Staff reported that an electronic application for residential development in East Laurel had been submitted earlier that day but did not have City Council approval and would therefore be subject to the moratorium. The Council also discussed whether the term "developer" in the exemption could create a loophole for property owners. Council Member Mackay read the City Attorney's response into the record that an annexation request would be made by a developer whether or not the developer was the property owner. Contract Planner Sanderson clarified that applications without prior City Council approval would be subject to the moratorium.

Motion by Council Member Mackay to adopt Ordinance No. O26-02, seconded by Council Member Klose. There was no public comment or Council discussion. A roll call vote was taken on the motion. Council Members Naylor, Banks, Wilke, Mackay, Klose, Edmond, and Canape voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

Laurel CARE has formally incorporated and adopted its bylaws. The organization plans to raise funds and obtain legal assistance on behalf of the Laurel community.

The Laurel Library is holding a fundraiser and book sale, and residents were encouraged to attend.

Steve's donated \$30,000 toward the City's ambulance.

COUNCIL DISCUSSION: None.

MAYOR UPDATES: None.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Wilke to adjourn the Council meeting, seconded by Council Member Naylor. 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 7:41 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 11th day of August 2026.

Kris R. Vogele, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

Address!

Address

Print Name

Marte Sorkness

501 W 14th

David Bare

1113 W 4th Street Laurel

Shelley White

512 Wyoming Ave Laurel

Kris Vogel

306 E 4th St.

CRAIG WATZOG

2247 May 10th CAROL

Amber Zahn

1224 W 4th St

Jennifer Lorentz

914 5th Ave

Rich Holstern

712 8th Ave #4

Jacob Schreiner

201 15th Ave

Print Name	Address
Miles & Vicki Wacton	419 8th Ave
Randall Sorokness	501 West 19th St,
Denise Kaupish	
Jeremy Lavold	1035 9th Ave
Shad Waddell	1241 Elkhorn Drive
Steve Kreum	249 24th Ave W Laurel
Tammy Coole	302 Forest Ave Laurel
Shauna Hopper	504 Round Shores

Print Name	Address
BYRNE MANLEY	1018 7th Ave Laurel, MT 59044

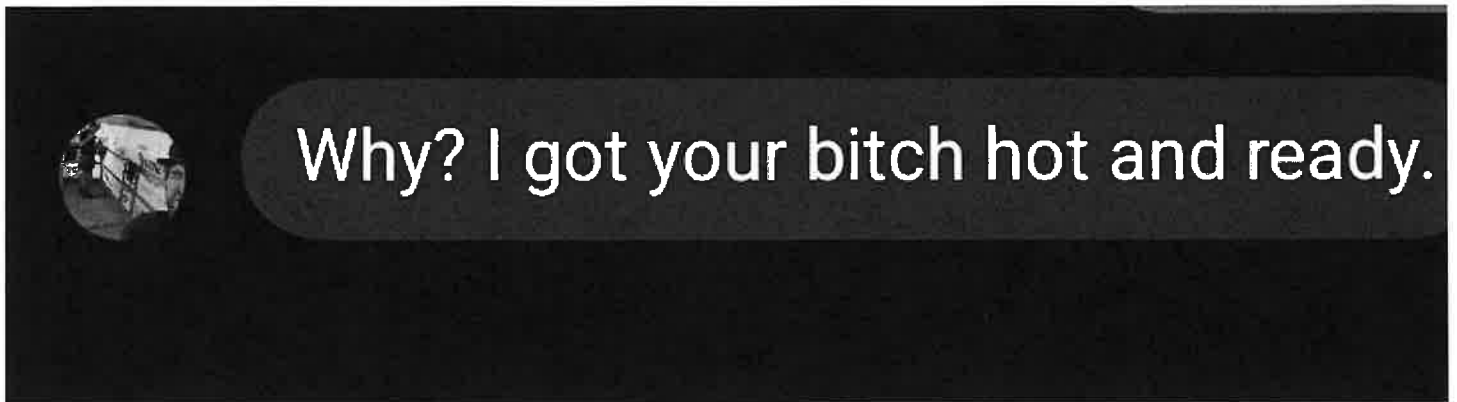
Brittney Harakal

From: Ward 4A
Sent: Wednesday, April 22, 2026 6:40 AM
To: Brittney Harakal
Subject: FW: Respect?

From: Matt <gilgm12@gmail.com>
Sent: Tuesday, April 21, 2026 7:31 PM
To: Ward 1A <ward1a@laurel.mt.gov>; Ward 1B <ward1b@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>; Ward 4A <ward4a@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>; City Mayor <citymayor@laurel.mt.gov>; City Clerk <cityclerk@laurel.mt.gov>; Civil Attorney <civilattorney@laurel.mt.gov>
Subject: Respect?

I noticed that the mayor decided to deem my wife "disrespectful".

I received this from the mayor's son Ben about my wife:



Thought I'd share.

Unrelated -

Morrison-mairle and STC should be a hell no for you and I cannot understand how any of the council would choose a firm with so much disregard for public trust.

--

Matt Gilg

mattgilg.dev

Cell: 860.771.3511

Brittney Harakal

From: Ward 4A
Sent: Wednesday, April 22, 2026 6:40 AM
To: Brittney Harakal
Subject: FW: The rest of my public comment on LUPA

From: Elizabeth Gilg <elizabeth@laurelcared.com>

Sent: Tuesday, April 21, 2026 7:57 PM

To: Civil Attorney <civilattorney@laurel.mt.gov>; City Mayor <citymayor@laurel.mt.gov>; Kurt Markegard <kmarkegard@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>; Ward 1B <ward1b@laurel.mt.gov>; Ward 1A <ward1a@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 4A <ward4a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>

Subject: The rest of my public comment on LUPA

Not doing your job while you wait to see what the outcome is - is gambling
Laurel deserves better than a city planner that gambles with our future

This was Kurt's job - he didn't do it. What are the repercussions FOR HIM? Why do we keep paying for his failures?

We will pay now, considerably more than we would have three years ago to conduct these studies.

Kurt failed to mention that some funds were released to communities without needing to apply. Laurel received some. How much? When? Where is it now?

We will be fined 500 dollars per day for non compliance. How much will that be?

Why are we paying a planner who takes his salary and then spends even more of Laurel's money to defer his responsibilities.

Do the digging yourself - how many times has Kurt contracted out his duties just before a deadline?

He draws a portion of his salary from LURA, yet he attends a fraction of the meetings and now we pay Forrest to do that part of his job too?

Do we believe for a minute that Kurt will submit for reimbursements in time? I honestly would hope that Kurt isn't the one in charge of doing so when the time comes.

Why is he still employed?

How does this city intend to recoup what Kurt has cost us?

Talking about disrespect - Reading aloud emails instead of supplying them to be included in the packet is a waste of everyone's time.

Why not just include/provide records of all correspondence, proactively? Nobody believes a word that comes out of Kurt's mouth and we're sick of listening to him make excuses. Kurt. Dave.
You deserve less than zero respect.

You will continue to receive as much from me.

Looking forward to reading emails from the FOIA drop for my non-agenda public comment Every. Single. Tuesday. Looking forward to a Laurel with competent leadership.
- Elizabeth Gilg



Brittney Harakal

From: Ward 4A
Sent: Wednesday, April 22, 2026 6:40 AM
To: Brittney Harakal
Subject: FW: ICYMI BOI will move to approve construction contract for the prison TODAY
Attachments: ConstructionContract.pdf

From: Elizabeth Gilg <elizabeth@laurelcared.com>
Sent: Wednesday, April 22, 2026 5:09 AM
To: board@laurelcared.com; Civil Attorney <civilattorney@laurel.mt.gov>; Ward 1B <ward1b@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>; Ward 4A <ward4a@laurel.mt.gov>; Ward 1A <ward1a@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>; Jennifer Lorenz <montanahomesolutions@gmail.com>; Kurt Markegard <kmarkegard@laurel.mt.gov>; Brittney Harakal <bharakal@laurel.mt.gov>
Cc: matthew_torix@laurel.k12.mt.us; Matt <gilgm12@gmail.com>; monnarae@cbthebrokers.com; laurakirschenmann@gmail.com; Ricci, Vince <Vince.Ricci@legmt.gov>; Deming, Lee <lee.deming@legmt.gov>
Subject: ICYMI BOI will move to approve construction contract for the prison TODAY

TODAY

The Board of Investments is reviewing and voting on the approval of this construction contract for the psychiatric prison - - on land they do not own - - during a board meeting that will be in session the same time as the MEPA Public Hearing.. You know, that silly thing that they were required to do before site selection - and that they are required to weigh prior to making further concrete decisions.

Interesting.

Hey Kurt, if Dan is truly blackmailing you, send me the proof and I'll mention it to the Board during comment - and to Cort and the rest of the panel at the hearing.

Wednesdays have always been a great day to have a spine. I mean - I choose every day, but if you're a one day a week, or one day a quinquennium kid of guy, today wouldn't be a bad choice.

Wishing you all a meaningful day!!

- Elizabeth



Behavioral Health Facility Investment

Project Manager Contract

Contract BOI SH-DM-1-2026

THIS AGREEMENT is made and entered into as though it began January 1st, 2026, by and between D&M Development, LLC, "Independent Contractor", and the Montana Board of Investments, "BOI". In the collective, Independent Contractor and BOI are referred to as the "Parties." It replaces all parts of "Preliminary and other Architecture/Engineering for the Investment Project for Leasable Building - Manager Contract - BOI STATE HOSPITAL Phase I-2025" other than the already completed and paid for phase one portion.

BOI has optioned land in Laurel known to both parties as ("Subject Property").

Independent Contractor has agreed to design, manage, construct, sell, and supervise this investment by the management of the construction on the Subject Property under the terms of this contract and the current version of the building management contract as amended.

Section 1. Appointment of Independent Contractor

The BOI appoints and retains the Independent Contractor as its sole and exclusive manager and supervisor for oversight of the investment and construction of a behavioral health hospital to be built on the Subject Property, upon the conditions, for the term, and at the compensation set forth in this contract.

Section 2. Term of Contract

The term of this Project Management Agreement shall be for a period running from January 1, 2026, through December 31, 2029, unless terminated prior to by the mutual written agreement of the parties. At BOI's sole discretion, this agreement may be renewed for an additional one (1) year period. Notice of termination must be in writing at least 30 days prior to the end of the most current period.

Section 3. Acceptance of Responsibilities and Duties of an Independent Contractor

Independent Contractor hereby accepts project management and supervision of construction on the Subject Property and agrees to perform the following:

- a. Ensure that the General Contractor ("GC") and, through them, all subcontractors and suppliers comply with all necessary federal, state, and local laws for securing all governmental permits, authorizations, approvals, inspections, construction of, and certifications for the Subject Property.
- b. Oversee the purchase of supplies to ensure those purchases comply with Exhibit A (Plans) and Exhibit B (Budget).
- c. To the extent that Independent Contractor and the GC enter a contract(s) (General

Contract), it will not override or modify this contract, but copies of such will be provided to BOI.

- d. Ensure that the GC is following all laws related to the GC's management of employees and subcontractors, as agreed to in the GC Contract.
- e. At the time of acceptance of the completion of a unit or pad, as defined in the GC Contract, work with the GC to ensure the completion of the portion of the build, including any inspections and completions of punch lists. This includes all reasonable insurances required to protect the investment property during construction.
- f. Communicate regularly with the BOI representative regarding construction progress, issues, discussions with the GC, and completions.
- g. If the Independent Contractor has employees, fully comply with all applicable laws and regulations having to do with Workers' Compensation, Social Security, Unemployment Insurance, hours of labor, prevailing wages, working conditions, and other employer-employee related subjects.
- h. This agreement is not one of agency by the Independent Contractor for BOI, but one with the Independent Contractor engaged independently in the business of managing projects on his own behalf as an independent contractor.
- i. Independent Contractor shall, at its own expense, install and maintain for the benefit of the BOI, proper and suitable records and books of account in which Independent Contractor shall properly record documents connected with the project management of the Subject Property. All records shall always be open to the inspection and audit of any officer or duly accredited and authorized representative of BOI, during reasonable business hours. Upon termination of this Agreement, all such records shall be delivered to BOI by the Independent Contractor.
- j. Independent Contractor acknowledges that they will negotiate and implement the GC Contract for the Subject Property to ensure compliance with the project management of the construction for the Subject Property.
- k. Once structures become available for occupancy, the Independent Contractor will notify the BOI so that proper insurance can be placed on the structure by the BOI prior to the construction insurance lapsing.
- l. This project will have substantial completion, not to include commissioning or regulatory approval, 26 months after foundations are in place, which is currently scheduled for April 1, 2027. For each month or part of a month after the allotted 26 months that it is not at substantial completion, BOI will reduce the total amount paid to the Independent Contractor by \$124,051.20 per month.
- m. The finished project must be consistent with the Exhibit A Plans, including conformity with all approved specifications, applicable building codes, permit requirements, and manufacturer installation instructions. Independent Contractor owes a fiduciary duty to the BOI when supervising this project to ensure the quality of the workmanship of the General Contractor.

Section 4. Compensation

Compensation will be paid to the Independent Contractor who will be responsible for all payments to other parties for this project, including the GC.

This includes payments to Cushing Terrell for all remaining engineering, architecture, support documents, geo, and other services, up to \$4,028,940. These services include, but are not limited to, those under the original contracts phase II, III, and IV, summarized as:

- a. Phase II: initially builds designs, engineering, and approvals to meet the requirements and drawings provided by DPHHS, including estimating the cost of the finished project, so that it is ready to be put out for bid.
- b. Phase III: any additional design, engineering, and approvals needed after the exact site of the proposed building is known that will impact building and landscaping on the site, and that are required before construction begins.
- c. Phase IV: other architecture and engineering work needed to have the building ready for tenants to move in.

No Management Fees will be charged on this amount. Independent Contractor will forward the bills for this portion of the contract to BOI. They will be paid by BOI to the Independent Contractor 30 days after we receive the invoice.

The remainder is for construction and the management fee. The Construction cost may not exceed \$42,565,260. The Management fee is based on 4% of the Construction Cost and is a flat fee of \$1,702,610.40. Prior to the start of construction, the Independent Contractor has the right to terminate the contract and will not be entitled to any management fee.

Quarterly payments starting on December 31, 2026, as follows:

December 31, 2026	\$ 4,426,787.04
March 31, 2027	\$ 4,426,787.04
June 30, 2027	\$ 4,426,787.04
September 30, 2027	\$ 4,426,787.04
December 31, 2027	\$ 4,426,787.04
March 31, 2028	\$ 4,426,787.04
June 30, 2028	\$ 4,426,787.04
September 30, 2028	\$ 4,426,787.04
December 31, 2028	\$ 4,426,787.04
March 31, 2029	\$ 4,426,787.04
Total for Construction and Management	\$44,267,870.40
Passthrough Payments to Cushing Terrell	\$ 4,028,940.00

Under no circumstances will the BOI under this contract owe more than the \$48,296,810.40 minus any late charges.

Section 5. Insurance

Independent Contractor will be responsible for making sure all commercially reasonable insurances are maintained on the property during construction and until such time as the BOI

has proper notice to place insurance on units that are available for occupancy.

Section 6. Indemnification

Independent Contractor agrees to indemnify the BOI, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action, including the cost of defense, arising in favor of the Independent Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of negligent maintenance, or acts/omissions of the Independent Contractor and/or its agents, employees, subcontractors, or its representatives under this agreement.

Section 7. Contractor Insurance

The Independent Contractor shall maintain for the duration of the Contract, at its cost, insurance coverage against claims for injuries to persons or damages to property, including contractual liability which may arise from work performed by the Independent Contractor, his agents, representatives, employees, or assigns under the contract.

The Independent Contractor's insurance coverage shall be primary coverage with respect to the BOI. Any insurance maintained by the BOI shall be in excess of the Independent Contractor's insurance and shall not contribute with it. The Independent Contractor's insurance shall cover such claims as may be caused by any act, omission, or negligence of the Independent Contractor or its officers, agents, representatives, assigns, or servants.

Independent Contractor shall maintain Workers' compensation insurance as required by the State of Montana. The Independent Contractor will always comply with applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. All certificates, indicating compliance with the required coverage, must be filed with the BOI within ten (10) working days after execution of this Agreement. The certificates and/or endorsements shall evidence that coverage is provided for the duration of the Contract.

Section 8. Termination

Notwithstanding other provisions of the Project Management Agreement, the Agreements herein contained shall be terminated, and the obligations of the parties hereto shall thereupon cease, except as to any obligations or liabilities arising or occurring prior to termination, and an accounting to be made by Independent Contractor to BOI upon the occurrence of any of the following circumstances or events:

- a. Destruction or condemnation of the Subject Property.
- b. Upon the agreement of BOI and Independent Contractor expressed in writing
- c. For cause after thirty (30) days' notice and failure of Independent Contractor to cure a default within 30-day period or to diligently commence to cure such default if it reasonably shall take longer than 30-days to cure such default; or
- d. Notice to not proceed is provided by BOI prior to July 17, 2026.

Section 9. Limitation of Liability

BOI's liability shall be limited to its interest in the Subject Property and shall not exceed the compensation agreed to in Section 4.

Section 10. Consents and Approvals

In any instance under this Project Management Agreement in which the consent or approval of BOI to any proposed action is required, Independent Contractor must secure BOI's consent or approval.

Section 11. Waiver of Subrogation

BOI and Independent Contractor hereby waive their respective rights of recovery against each other for any loss insured or insurable against under fire, extended coverage, or all risk insurance policies, and shall cause their respective insurers to waive their rights of subrogation.

Section 12. Notices

Notices to Designate Persons hereunder shall be valid if mailed by registered or certified mail, postage prepaid, or by overnight express mail, addressed as follows:

If to BOI:

Peg MacEwen
Montana Board of Investments
2401 Colonial Drive, 3rd Floor
Helena, MT 59601

If to Independent Contractor:

Mark Esponda
D&M Development, LLC 3424 E
U.S. Highway 12
Helena, MT 59601

or to such other address, with respect to either party, as such party shall notify the other party hereto in writing, as above provided.

Section 13. Assignment

Independent Contractor shall be prohibited from assigning its interest in this Project Management Agreement without the written consent of BOI. BOI may assign its interest in this Project Management Agreement to any purchaser of the building(s) or real estate.

Section 14. Venue

In the event of litigation concerning this contract, venue shall be the First Judicial District in the County of Lewis and Clark, Montana, and the Contract shall be interpreted according to the laws of the State of Montana.

Section 15. Entire Agreement and Modification

This contract, consisting of this document, constitutes the entire agreement between the parties and may be modified only by a written document signed by both parties. Exhibits A and B are illustrative and are not part of the agreement between the parties. If new versions that more reflect the project are updated, they should be numbered sequentially (A.1, A 2, A 3...). For them to have any material effect on the contract, a separate signed agreement by both parties specifying the exact change(s) is required.

Section 16. Signatures

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

Independent Contractor: D&M, LLC

By: _____
Mark Esponda, Vice President

Date: _____

BOI: MONTANA BOARD OF INVESTMENTS

By: _____
DAN VILLA, Executive Director

Date: _____

Approved as to Legal Content:

By: _____
Cort Jensen, Chief Legal Counsel

Date: _____

Exhibit A

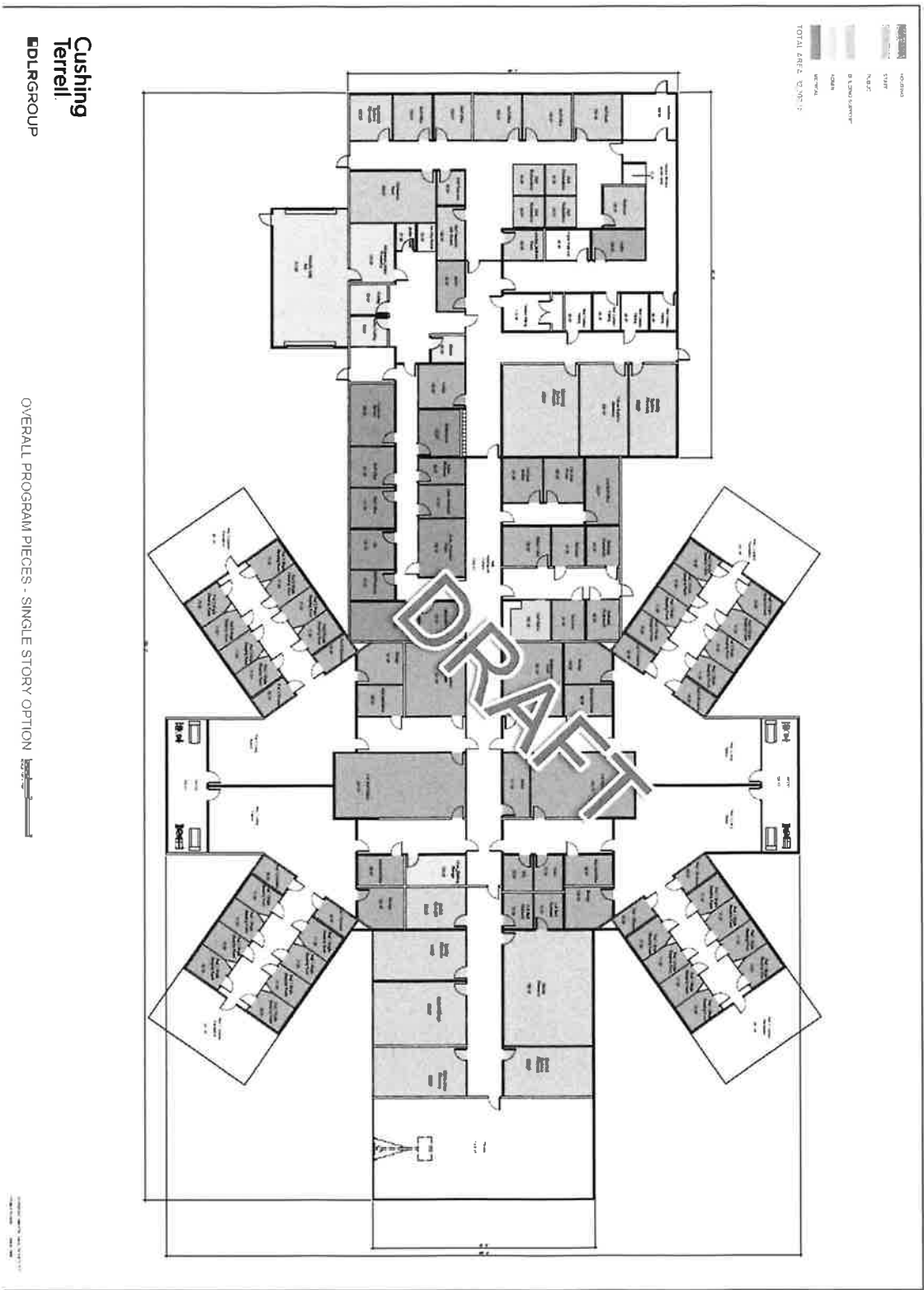


Exhibit B

	Expense
Building	\$ 42,565,260.00
Construction/Site Prep	
DM	\$ 1,702,610.40
CT	\$ 4,028,940.00
TOTAL	\$ 48,296,810.40

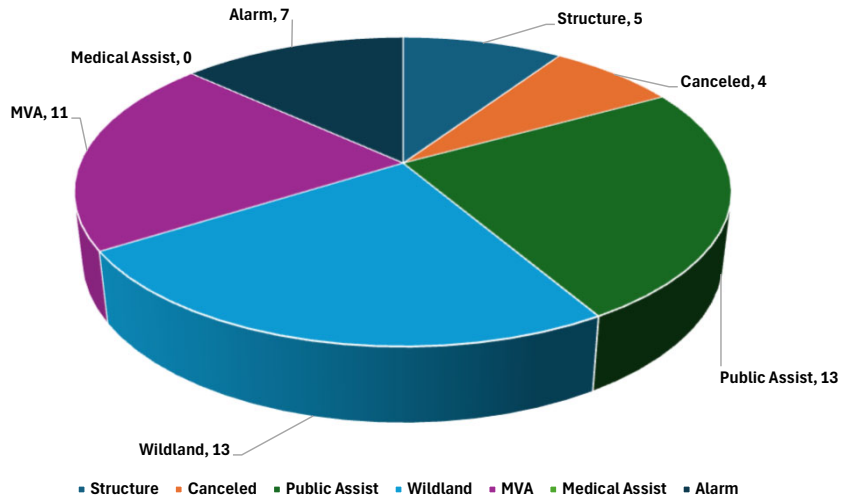


Laurel Fire Rescue

For the Month of:

Jul-26

Call Type Breakdown



	CALLS *	MAN HOURS **
Total	53	905
Other Activities	Training	160
Total Hours for the Month		1065

Announcements:

Staffing DNRC trucks 10AM to 8PM.

Fourth of July went well no major issues.

Interviews for firefighter to hire in August.

Calls * The total number of fire calls we received and responded to for the month

Man Hours ** The total number of man hours put in by the personnel for the number of calls responded to for the month

Definitions

Structure	Fire calls relating to structures (civil or otherwise)
MVA	Fire calls relating to Motor Vehicle Accidents (MVA), and other calls that relate to modes of transportation (extrications, rescues, traffic control, etc..)
Medical Assist	Calls for Lift Assist and any assistance provided to EMS
Wildland	Fire calls relating to grass, brush, crops, or vegetation. Also include outdoor trash fire
Public Assist	Calls relating to any public safety (power lines, downed trees, hazmat, gas/water/oil line breaks, etc..)
Canceled	Calls that got canceled while enroute to the scene of call
Alarm	Calls in response to fire alarms, whether false or real

Brittney Harakal

From: City Mayor
Sent: Tuesday, August 4, 2026 10:02 AM
To: Brittney Harakal
Subject: Fw: Legal Intervention on behalf of Laurel

Public correspondence on agenda item



Kris R. Vogele

Mayor
City of Laurel, Montana
(406) 628-8456 extension 5501

From: Jennifer Lorenz <jennifer@laurelcared.com>
Sent: Monday, August 3, 2026 7:05 PM
To: City Mayor <citymayor@laurel.mt.gov>; cityattorney@laurel.mt.gov <cityattorney@laurel.mt.gov>; Ward 1A <ward1a@laurel.mt.gov>; Ward 1B <ward1b@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>; Ward 4A <ward4a@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>
Subject: Legal Intervention on behalf of Laurel

Dear Mayor Vogele and Members of the Laurel City Council,

Over the past several months, I have spent hundreds of hours researching the proposed Montana Forensic Mental Health Facility and the process that brought it to Laurel. Like many others, I attended meetings, reviewed thousands of pages of public records, studied Montana law, asked questions, and listened to the concerns of our community.

Through all of that work, one thing became increasingly clear to me: this lawsuit has never been about whether someone supports or opposes a forensic mental health facility.

It is about whether the State of Montana followed the law.

As Vice President of Laurel CARED, I joined this lawsuit because I believe every Montanan deserves a government that follows the same laws it expects its citizens to follow. When legitimate questions arise about compliance with the Montana Environmental Policy Act, the constitutional rights of the public to know and participate, or whether local governments and residents were given meaningful opportunities to be heard, those questions deserve to be answered—not through political debate, but through the judicial system.

That is exactly what this lawsuit seeks to accomplish.

I respectfully ask the City of Laurel to become involved in this action—not because I expect every member of this Council to agree with me about the project itself, but because I hope we can all agree that due process matters.

Throughout this process, I have watched our community become divided over a project that will undoubtedly affect Laurel. Regardless of where someone stands on the facility, every resident deserves confidence that the process was transparent, thorough, and consistent with Montana law. When that

confidence is called into question, seeking judicial review is not an act of obstruction—it is an act of accountability.

I understand there are concerns about the financial cost of litigation, and I respect the Council's responsibility to be good stewards of taxpayer dollars. However, joining this case does not have to mean making an unlimited financial commitment. The City has legal options that would allow it to protect its interests while carefully managing costs, including seeking a limited intervention to represent the City's unique governmental interests. By intervening, the City can preserve its ability to participate and advocate for Laurel without necessarily assuming the same role or financial obligations as the existing parties. I encourage the Council to discuss those options with the City Attorney before deciding that cost alone should prevent the City from having a voice.

The City has responsibilities that extend beyond its corporate boundaries. Laurel's emergency services, infrastructure, transportation network, businesses, schools, future development, and residents all have the potential to be affected by decisions surrounding this project. Those are municipal interests that no private citizen or organization can fully represent.

By participating in this lawsuit, the City would not be taking a position against the State or even against the proposed facility. Rather, it would be affirming that transparency, meaningful public participation, and lawful governmental processes matter. It would ensure that Laurel's unique interests are represented as these important legal questions are resolved.

This case is bigger than one project.

The court's decision may influence how state agencies engage with local governments and communities across Montana for years to come. It may shape expectations for environmental review, public participation, transparency, and communication on future state projects. Those issues affect every Montana community—not just Laurel.

I have never expected everyone to agree with Laurel CARED. Healthy disagreement is part of democracy. What I do hope we can all agree on is that government functions best when it is transparent, accountable, and willing to have its actions reviewed when legitimate legal questions arise.

I have invested countless hours in this effort because I care deeply about Laurel. I know each of you accepted public office because you care deeply about Laurel as well.

Today, I ask you to authorize the City Attorney to evaluate and pursue the most appropriate form of intervention in this lawsuit. Whether that involves a limited intervention or a broader level of participation, I believe the City should preserve its ability to represent Laurel's interests before the court and ensure its voice is heard.

The rule of law is strongest when it applies equally to everyone.

Thank you for your service, your dedication to our community, and your thoughtful consideration of this request.

Respectfully,

Jennifer Lorenz

Vice President, Laurel CARED



Brittney Harakal

From: Ward 4A
Sent: Thursday, July 30, 2026 2:26 PM
To: Brittney Harakal
Subject: FW: Lawsuit

From: Laura Kirschenmann <laurakirschenmann@gmail.com>
Sent: Thursday, July 30, 2026 10:03 AM
To: Ward 1A <ward1a@laurel.mt.gov>; Ward 1B <ward1b@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>; Ward 4A <ward4a@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>; City Mayor <citymayor@laurel.mt.gov>; Civil Attorney <civilattorney@laurel.mt.gov>
Subject: Lawsuit

Dear Mayor Vogeles and Members of the Laurel City Council,

I respectfully urge you to join the Laurel CARED lawsuit against the State of Montana. I am in no way asking anyone to take a position for or against the proposed forensic mental health facility. Rather, I am asking you to stand up for the rule of law, protect Laurel's interests, and ensure the voices and rights of your residents are represented.

The decision before you is not whether the facility should ultimately be built. The question is whether the City believes that when a project has the potential to significantly affect Laurel, the legal process should be reviewed to ensure it complied with Montana law.

The Montana Environmental Policy Act (MEPA) exists to ensure that state agencies evaluate the environmental, economic, and social impacts of major state actions before making decisions. It also requires meaningful opportunities for public participation so affected communities have a chance to be informed and heard before important decisions are made. The Laurel CARED lawsuit raises questions about whether those requirements were fully met. Those are questions for the courts to decide, but they deserve a full and fair review.

The Montana Constitution reinforces these protections. Article II, Section 8 guarantees the public's right to participate in governmental operations, and Article II, Section 9 guarantees the public's right to know. These are not simply guiding principles—they are constitutional rights intended to ensure transparency, accountability, and public confidence in government.

Some have questioned whether the City should become involved because the proposed facility is located just outside the Laurel city limits. However, the City's interests are not defined solely by its boundaries. If the project has the potential to affect Laurel's residents, emergency services, infrastructure, schools, future planning, businesses, or economic development, then the City has a legitimate interest in ensuring those impacts were properly considered. Community impacts do not stop at the city limits.

Joining this lawsuit is also about ensuring Laurel has a voice. If the City chooses not to participate, it gives up the opportunity to directly advocate for its interests in a case that could influence how state agencies engage with local communities in the future. Regardless of the outcome, this case may help shape how environmental review, public participation, and communication with local governments are handled on future state projects. Laurel deserves a seat at the table.

I also recognize that some may be concerned about the cost of litigation. Fiscal responsibility is important, and every taxpayer dollar should be spent wisely. But fiscal responsibility also means protecting the City's long-term interests.

The question is not simply whether joining the lawsuit has a cost. The question is whether the City can afford not to participate when decisions with potentially lasting impacts on Laurel are being reviewed. The financial cost of participating can be measured. The cost of losing the opportunity to protect Laurel's interests, defend the public's right to participate, and ensure government accountability may be far greater.

Joining this lawsuit does not mean the City is opposing the facility, nor does it mean the City is asking the court to stop the project. It means the City is asking for something much more fundamental: that the State of Montana be held to the same laws, constitutional protections, and public participation requirements that every Montanan is expected to follow.

The City has a responsibility to protect the interests of the people it serves. That responsibility includes standing up for transparency, accountability, and lawful decision-making whenever those principles are called into question.

Laurel is a community that values integrity, civic engagement, and looking out for one another. This is an opportunity to demonstrate those values by ensuring our community has a voice in a legal process that could have lasting effects on our future.

I respectfully ask you to join the Laurel CARED lawsuit—not as a statement for or against the proposed facility, but as a statement that the rule of law matters, constitutional rights matter, and the people of Laurel deserve a government that follows the same laws it asks its citizens to follow.

Please stand up for Laurel. Stand up for transparency. Stand up for public participation. And stand up for the principle that no one—including the State of Montana—is above the law.

Thank you for your service to our community and for your thoughtful consideration.

Respectfully,
Laura Kirschenmann

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, July 28, 2026**

Members' Present: Tom Canape, Richard Klose, Casey Wheeler

Others Present: Kelly Strecker, Kelly Gauslow, Matt Wheeler, Kris Vogeles

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 July 14, 2026, Budget and Finance Committee meeting minutes. Tom Canape moved to approve the minutes of July 14, 2026. Casey Wheeler seconded the motion. With no objection, the minutes of July 14, 2026, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. Matt presented a purchase requisition for repairs on the backhoe. Matt stated that this backhoe is used for digging large water breaks. The backhoe only has 2,000 hours and it is a 2010. RDO Equipment gave a quote to completely go through everything on the backhoe so it will be up and running at full capacity. The cost to repair the backhoe from RDO Equipment is \$12,201.55. Tom Canape moved to approve the purchase requisition to have the backhoe repaired. Casey Wheeler seconded the motion. With no objection, the purchase requisition was approved. Matt presented a purchase requisition for the repair charges of one of the S.E 4th Street crosswalks. Matt stated that these crosswalks get damaged a couple of times a year. This time they were able to use leftover parts they had from fixing the other crosswalks, and Ace Electric would need to fix the electricity. The cost of Ace Electric to repair is \$7,283.47. There was brief discussion. Tom Canape made a motion to hold off on the purchase requisition and take to LURA to see if they would pay for the repairs this time. Jessica Banks seconded the motion. With no objection, the purchase requisition was put on hold until the LURA board was contacted. The next LURA meeting will be held on July 27, 2026. Matt updated the committee on this item and stated that LURA is going to pay for the repairs this time. Matt presented a requisition for Brown's Automotive. Matt stated that they received a one-ton Dulley pickup from the Fire Department with only 28,000 miles that was burnt in a fire. The pickup needed a new transmission and wiring. Matt stated that with the repair from Brown's Automotive there is a 3-year/36,000-mile warranty. Matt stated that the water and street departments would be using this truck and, in the wintertime, they will install a sander to help with the slick roads. The total cost of the repairs is \$6,669.93 Tom Canape made a motion to approve the purchase requisition for the transmission and wiring repair. Richard Klose seconded the motion. With no objection, the purchase requisition was approved. The mayor presented two quotes for repairs of the Fire Department garage door openers. He stated that the doors are starting to drop when they are opening due to the door openers wearing out. His is a huge hazard not only for our employees and volunteers but also for our trucks, that are coming and going. Both quotes for 8 openers are the same. His recommendation would be Billings Overhead Door since their quote is less for the exact same door openers. The cost for 8-door openers is \$12,189.40. Tom Canape made a motion to approve the purchase requisition for new door openers. Casey Wheeler seconded the motion. With no objection, the requisition was approved.
3. Review and recommend approval to Council; claims entered through July 24, 2026. Tom Canape moved to approve the claims and check register for claims entered through July 24, 2026. Richard Klose seconded the motion. With no objection, the claims and check register of July 24, 2026, were approved. There was no public comment.

4. Review and approve Payroll Register for the pay period ending July 19, 2026, totaling \$273,312.25. Tom Canape motioned to approve the payroll register for the pay period ending July 19, 2026, totaling \$273,312.25. Casey Wheeler seconded the motion. With no objection, the payroll register was approved. There was no public comment.
5. Review and approve June 2026 Monthly Financial Statement. Tom Canape moved to approve June 2026 Monthly Financial Statement. Richard Klose seconded the motion. With no objection, the June 2026 Monthly Financial Statement was approved. There was no public comment.

New Business -None

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending July 19, 2026.
2. Mayor Update – The mayor stated that we have been actively working on the budget. He is finishing up meeting with each department head and that should be finished in the next couple of weeks. Said we have just about finalized a transportation program with Allis in Aging, and we should be able to move forward for at least one more year.
3. Clerk/Treasurer Financial Update-Kelly said that she and the mayor have met several times over the last few weeks regarding the budget. She stated that she ditto's the mayor's update.

Announcements –

1. The next Budget and Finance Committee meeting will be held on August 11, 2026, at 5:30 pm.
2. Casey Wheeler is scheduled to review the claims for the next meeting.

Meeting Adjourned at 6:06 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.

Meeting

Item: 7.

ITEM REPORT

To: City Council

From:

Meeting Date: August 11, 2026

Department/Office: Clerks

Item Name: Motion to allow Council Member Banks to be Absent From the City of Laurel For More Than 10 Days.

Summary:

Motion at next City Council Meeting allowing Council Member Banks to be absent from the City for more than 10 days.

Recommended Action:

Budget:

Attachments:

None

ITEM REPORT

To: City Council
From: Brittney Harakal, Administrative Assistant
Meeting Date: August 11, 2026
Department/Office: Clerks
Item Name: A Resolution Of The City Council Authorizing The Mayor To Reschedule City Council Meeting Set On Election Day.

Summary:

This resolution proposes moving the regularly scheduled City Council meeting from Tuesday, November 3, 2026, to Monday, November 2, 2026, at 6:30 p.m. The meeting is being rescheduled due to November 3 being Election Day. Approval of the resolution will formally establish November 2, 2026, as the date and time for the meeting.

Recommended Action:

Staff recommends approval of the resolution to move the November 3, 2026, City Council meeting to November 2, 2026, at 6:30 p.m. due to Election Day.

Budget:

N/A

Attachments:

1. R26-49 Approve Reschedule of Council Meeting - Election Day

RESOLUTION NO. R26-49

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
RESCHEDULE CITY COUNCIL MEETING SET ON ELECTION DAY.**

WHEREAS, the City Council for the City of Laurel (hereinafter “the City”) has a regularly-scheduled City Council Meeting on November 3, 2026 at 6:30 p.m;

WHEREAS, November 3, 2026, is the recognized holiday of Election Day;

WHEREAS, the City Council desires to move the November 3, 2026 City Council Meeting to November 2, 2026, beginning at 6:30 p.m.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the November 3, 2026 City Council Meeting is hereby moved from November 3, 2026 at 6:30 p.m. to November 2, 2026 at 6:30 p.m.

Introduced at a regular meeting of the City Council on the 11th day of August, 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 11th day of August, 2026.

APPROVED by the Mayor the 11th day of March, 2026.

CITY OF LAUREL

Kris R. Vogeles, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Ryan C. Addis, Civil City Attorney

RESOLUTION NO. R26-50

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN AN AGREEMENT WITH SUSAN B. SWIMLEY AND TARA DEPUY,
ATTORNEYS AND COUNSELORS AT LAW FOR THE PROVISION OF LEGAL
SERVICES FOR THE CITY OF LAUREL.**

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

Section 1: Approval. The Agreement between the City of Laurel and Susan B. Swimley and Tara DePuy, Attorneys and Counselors at Law, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on the 11th day of August 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 11th day of August 2026.

APPROVED by the Mayor the 11th day of August 2026.

CITY OF LAUREL

Kris R. Vogeles, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

Approved as to form:



Ryan C. Addis, Civil City Attorney

R26-50 Approve Agreement with Susan B. Swimley and Tara Deputy, Attorneys and Counselors At Law

SUSAN B. SWIMLEY, ATTORNEY AND COUNSELOR AT LAW
ATTORNEY FEE AGREEMENT

SCOPE of REPRESENTATION: Assist as needed Laurel City Attorney with all aspects associated with the State of Montana proposed mental health facility in Yellowstone County including but not limited consideration of existing lawsuit over the environmental Assessment dated June 12, 2026

IT MAY BE NECESSARY TO MODIFY THIS AGREEMENT DURING THE COURSE OF YOUR REPRESENTATION, PARTICULARLY IF THE REPRESENTATION IS OVER A LONG PERIOD OF TIME. FURTHERMORE, A NEW ATTORNEY FEE AGREEMENT WILL NEED TO BE COMPLETED SHOULD YOU REQUIRE WORK OUTSIDE OF THE SCOPE OF REPRESENTATION SET FORTH ABOVE.

OUR ATTORNEY FEES FOR SERVICES ARE BASED UPON THE FOLLOWING FACTORS: 1) AMOUNT AND CHARACTER OF THE SERVICES RENDERED; (2) LABOR, TIME AND DIFFICULTY INVOLVED; (3) IMPORTANCE OF THE SERVICES; (4) PROFESSIONAL SKILL AND EXPERIENCE NECESSARY; (5) CHARACTER AND STANDING OF THE ATTORNEY IN HER PROFESSION; AND (6) RESULTS OBTAINED AS A RESULT OF THE SERVICES.

UNLESS OTHERWISE AGREED UPON, THE HOURLY RATES SET FORTH BELOW WILL BE USED BY US IN YOUR CASE OR MATTER AS A GUIDELINE IN SETTING OUR ATTORNEY FEES IN ACCORDANCE WITH THE ABOVE FACTORS.

Susan B. Swimley	\$225.00
Tara DePuy	\$225.00
Paralegal/ office assistant	\$ 65.00

IN ADDITION TO FEES FOR SERVICES, YOU WILL BE REQUIRED TO PAY ALL COSTS ADVANCED AND EXPENSES INCURRED THAT ARE DIRECTLY RELATED TO THE PERFORMANCE OF LEGAL SERVICES. THESE INCLUDE THE COSTS OF INVESTIGATION, SERVICE OF PROCESS, FILING FEES, DEPOSITIONS, TRAVEL, LONG DISTANCE TELEPHONE CHARGES, POSTAGE, PHOTOCOPYING, FAX CHARGES, TITLE WORK, COMPUTER RESEARCH CHARGES AND OTHER OUT-OF-POCKET EXPENSES, AS WELL AS A \$65.00 FILE-OPENING FEE.

YOU WILL BE BILLED MONTHLY FOR ATTORNEY FEES FOR LEGAL SERVICES AND OTHER CHARGEABLE EXPENSES ARE REQUIRED TO BE PAID WITHIN THIRTY (30) DAYS OF THE DATE OF THE MONTHLY STATEMENT. A FINANCE CHARGE OF 1.25% PER MONTH, WHICH IS AN ANNUAL RATE OF 15%, WILL BE IMPOSED ON ANY BALANCE NOT PAID WITHIN THIRTY (30) DAYS OF BILLING. IF PAYMENT IS NOT MADE WITHIN NINETY (90) DAYS OF THE DATE OF BILLING, SUSAN B. SWIMLEY MAY SUSPEND WORK ON YOUR BEHALF UNTIL YOUR ACCOUNT IS BROUGHT CURRENT.

IF ANY COLLECTION PROCEDURES ARE COMMENCED ON A PAST DUE ACCOUNT, YOU ARE OBLIGATED TO PAY COSTS INCURRED, REASONABLE ATTORNEY FEES AND COLLECTION FEES AND EXPENSES.

I HAVE READ AND AGREE TO THE FOREGOING.

DATED THIS ____ DAY OF _____, 2026.

CLIENT(S) SIGNATURE:

PRINTED NAME(S):