



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JUNE 02, 2026
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.

General Items

Executive Review

- 1. Planning:** Resolution - 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 Laurel Urban Renewal Agency Sidewalk And Lighting Improvements Project.
- 2. Planning:** Resolution - A Resolution Of The City Council Of The City Of Laurel Changing A Portion Of Great Northern Road To "North Great Northern Road" Within The Iron Horse Station Subdivision To Facilitate Proper Address Assignment, Emergency Response Identification, And Consistency With Yellowstone County GIS Addressing Protocols.
- 3. Public Works:** Resolution - A Resolution Of The City Council Approving The 2026-2029 Collective Bargaining Agreement Between The City Of Laurel And Local Union 316, American Federation Of State, County, And Municipal Employees, AFSCME.
- 4. Administration:** Resolution - A Resolution Of The City Council Authorizing The Removal Of Former Mayor, David Waggoner, From All City Accounts.
- 5. Administration:** Resolution No. R26-25: A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Taylor Nicastro Browne LLC. For The Provision Of Civil City Attorney Legal Services For The City Of Laurel.
6. Appointment of Ryan Addis for City Civil Attorney for a 2-Year Term.
- 7. Administration:** Resolution - A Resolution Of The City Council Of The City Of Montana, Approving A Transitional And Special Counsel Legal Services Agreement With Meridian Law, PLLC, Authorizing The Mayor To Execute The Agreement, And Authorizing Continued Legal Representation Of The City In Certain Pending Litigation Matters.

Council Issues

8. Mayor Vacancy Discussion

Other Items

Attendance at Upcoming Council Meeting

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

1. Planning: Resolution - 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 Laurel Urban Renewal Agency Sidewalk And Lighting Improvements Project.

RESOLUTION NO. R26-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL,
MONTANA AWARDED THE BID AND AUTHORIZING THE MAYOR TO
EXECUTE ALL CONTRACT AND RELATED DOCUMENTS FOR THE LAUREL
URBAN RENEWAL AGENCY SIDEWALK AND LIGHTING IMPROVEMENTS
PROJECT.**

WHEREAS, the City of Laurel (hereinafter “the City”) is in need of improvements to Laurel Urban Renewal Agency Sidewalk and Lighting Improvements Project (hereinafter “the Project”);

WHEREAS, the City has complied with its procurement policy and Montana law by utilizing a competitive bid process to ensure the Project Cost and company selected is in the best interests of the City in both quality and price;

WHEREAS, the City sought bids from qualified companies from whom to engaged with on the Project by publicly advertising the bid pursuant to Montana law;

WHEREAS, the City received a responsive bid from Knife River-Billings for the Project;

WHEREAS, Knife River - Billings bid for the Project is for the total cost of two million two hundred nineteen thousand nine hundred six dollars and fifty cents (\$2,219,906.50);

WHEREAS, Knife River - Billings was the lowest qualified bidder, and such bid is attached hereto and incorporated by reference herein; and

WHEREAS, the City currently possesses adequate funds for the Project and/or can make appropriate and reasonable lending arrangements, and it is in the City’s best interests to proceed with engagement on the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council accepts the bid with Knife River - Billings, and the Mayor is authorized to execute all contract and related documents with Knife River - Billings for the Project, pursuant to the terms and conditions contained in the attached bid for the total cost of two hundred nineteen thousand nine hundred six dollars and fifty cents (\$2,219,906.50).

Introduced at a regular meeting of the City Council on the 9th day of June, 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 9th day of June, 2026.

APPROVED by the Mayor the 9th day of June 2026.

CITY OF LAUREL

Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



May 22, 2026

City of Laurel
 115 W 1st Street,
 Laurel, MT 59044

RE: LURA Sidewalk and Lighting Improvements – Bid Recommendation

Dear Mayor and City Council:

Bids for the LURA Sidewalk and Lighting Improvements Project were opened and read aloud at 1:00 PM local time on May 19, 2026, at Laurel City Hall. Six contractors submitted bids for the project. Based on our review of the bid packages, all bidders appear to meet the requirements to be considered responsive and qualified. All qualified bidders acknowledged the addenda and included a 10% bid bond as required in the contract documents. Following is a summary of the contractor bids.

Contractors	Knife River-Billings	Askin Construction, LLC	COP Construction LLC	Weave Construction	Riverside Contracting, Inc.	JR Civil Montana LLC
Bid Price	\$2,219,906.50	\$2,556,992.00	\$2,629,091.00	\$2,695,557.90	\$2,727,330.50	\$3,541,672.00

A detailed certified bid tabulation is included in **Exhibit A** for reference. The City has the option to award or not award the project. We believe the bid prices are reasonable based on comparison to the other bids for the project and other recent bids on similar projects.

If the City of Laurel decides to award the project, we recommend awarding Knife River-Billings in the amount of \$2,219,906.50.

Due to the likelihood of minor changes during construction, we recommend that the City approve a construction contingency of \$280,093.50, which would allow the total authorized contract amount to increase up to \$2,500,000 without additional City Council approval. Any change orders using this contingency would still require review and approval by the Engineer, Public Works, and LURA, as applicable.

Attached are the following for consideration by the City:

- **Exhibit B** includes references for Knife River-Billings
 - Following the bid opening, the Contractor submitted qualifications for five comparable projects completed since 2021, each with owner information. Because the City has worked with Knife River in the past, Triple Tree Engineering did not contact the listed references. Based on prior experience and Knife River-Billings’ reputation, we believe they are a reputable and competent contractor for this type of work.
 - If the City chooses, the owner contact information for each project can be found in Exhibit B.



- **Exhibit C** includes the Notice of Award
 - Notice of Award date has been set for June 10, 2026.
 - If the City awards the project, we request that the Mayor sign the attached Notice of Award.
- **Exhibit D** includes the Owner/Contractor Agreement
 - The agreement has been prepared in standard EJCDC format and was included in the bidding documents.
 - The attached agreement is presented for reference and review.
 - The agreement will be executed after it is returned by the Contractor with Bonds and Insurance.
- **Exhibit E** includes the Notice to Proceed
 - The Notice to Proceed date has not been set.
 - The Notice to Proceed will be executed with the Agreement.

In summary, the bids received are favorable, and the apparent low bidder, Knife River-Billings, is a reputable contractor with significant experience in this type of work. Please call me anytime at (406) 461-7856 if you have any questions or need additional information.

Sincerely,

Triple Tree Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Douglas C. Tamcke". The signature is fluid and cursive.

Douglas C. Tamcke, P.E.

Encl: Exhibit A: Tabulation of Bids
Exhibit B: Contractor Comparable Experience & References
Exhibit C: Notice of Award
Exhibit D: Owner/Contractor Agreement
Exhibit E: Notice to Proceed



EXHIBIT A

Certified Bid Tabulation



Tabulation of Bids
LURA Sidewalks & Lighting Improvements
Bid Letting: 5/19/2026 @ 1:00 PM

				Askin Construction, LLC		Knife River-Billings		COP Construction LLC		JR Civil of Montana LLC		Riverside Contracting, Inc		Weave Construction	
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid															
100	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$46,400.00	\$46,400.00	\$176,000.00	\$176,000.00	\$55,000.00	\$55,000.00	\$150,000.00	\$150,000.00	\$181,460.00	\$181,460.00
101	TAXES, BONDS, AND INSURANCE	1	LS	\$80,000.00	\$80,000.00	\$38,120.00	\$38,120.00	\$55,600.00	\$55,600.00	\$51,000.00	\$51,000.00	\$20,000.00	\$20,000.00	\$24,478.00	\$24,478.00
102	GENERAL REQUIREMENTS	1	LS	\$130,000.00	\$130,000.00	\$79,240.00	\$79,240.00	\$200,000.00	\$200,000.00	\$112,000.00	\$112,000.00	\$100,000.00	\$100,000.00	\$7,627.00	\$7,627.00
103	TRAFFIC CONTROL	1	LS	\$50,000.00	\$50,000.00	\$41,730.00	\$41,730.00	\$47,000.00	\$47,000.00	\$82,000.00	\$82,000.00	\$65,000.00	\$65,000.00	\$56,910.00	\$56,910.00
200	REMOVAL	3700	SY	\$12.00	\$44,400.00	\$14.50	\$53,650.00	\$28.00	\$103,600.00	\$12.00	\$44,400.00	\$28.50	\$105,450.00	\$24.75	\$91,575.00
201	CONCRETE REMOVAL	5280	SY	\$7.00	\$36,960.00	\$26.00	\$137,280.00	\$16.00	\$84,480.00	\$14.00	\$73,920.00	\$21.00	\$110,880.00	\$43.30	\$228,624.00
202	STORM MANHOLE REMOVAL	15	EA	\$1,000.00	\$15,000.00	\$428.00	\$6,420.00	\$1,000.00	\$15,000.00	\$2,752.00	\$41,280.00	\$1,850.00	\$27,750.00	\$420.00	\$6,300.00
203	TREE REMOVAL	9	EA	\$2,400.00	\$21,600.00	\$2,193.00	\$19,737.00	\$2,300.00	\$20,700.00	\$3,058.00	\$27,522.00	\$675.00	\$6,075.00	\$3,125.00	\$28,125.00
204	PEDESTRIAN LIGHT POLE REMOVAL	18	EA	\$700.00	\$12,600.00	\$321.00	\$5,778.00	\$330.00	\$5,940.00	\$7,033.00	\$126,594.00	\$300.00	\$5,400.00	\$325.00	\$5,850.00
300	ASPHALT PATCH	815	TON	\$360.00	\$293,400.00	\$141.00	\$114,915.00	\$170.00	\$138,550.00	\$233.00	\$189,895.00	\$210.00	\$171,150.00	\$135.00	\$110,025.00
301	CONCRETE CURB & GUTTER	2908	LF	\$30.00	\$87,240.00	\$22.75	\$66,157.00	\$26.00	\$75,608.00	\$54.00	\$157,032.00	\$25.50	\$74,154.00	\$40.50	\$117,774.00
302	CONCRETE SIDEWALK (4")	24448	SF	\$11.00	\$268,928.00	\$7.75	\$189,472.00	\$8.50	\$207,808.00	\$16.00	\$391,168.00	\$9.00	\$220,032.00	\$10.70	\$261,593.60
303	CONCRETE DRIVEWAY APRON (6")	4137	SF	\$14.00	\$57,918.00	\$9.00	\$37,233.00	\$11.00	\$45,507.00	\$18.00	\$74,466.00	\$13.50	\$55,849.50	\$13.50	\$55,849.50
304	ALLEY CONCRETE PAVEMENT (6")	1309	SY	\$130.00	\$170,170.00	\$97.00	\$126,973.00	\$110.00	\$143,990.00	\$154.00	\$201,586.00	\$200.00	\$261,800.00	\$192.00	\$251,328.00
305	ADA RAMP	1944	SF	\$20.00	\$38,880.00	\$12.25	\$23,814.00	\$15.00	\$29,160.00	\$20.00	\$38,880.00	\$20.00	\$38,880.00	\$20.15	\$39,171.60
306	FLOWABLE FILL	84	CY	\$220.00	\$18,480.00	\$283.50	\$23,814.00	\$140.00	\$11,760.00	\$341.00	\$28,644.00	\$200.00	\$16,800.00	\$278.25	\$23,373.00
400	CURB INLET TYPE II	17	EA	\$3,800.00	\$64,600.00	\$2,890.00	\$49,130.00	\$3,000.00	\$51,000.00	\$7,495.00	\$127,415.00	\$6,500.00	\$110,500.00	\$2,677.50	\$45,517.50
401	CURB INLET TYPE IV	7	EA	\$2,800.00	\$19,600.00	\$2,890.00	\$20,230.00	\$2,600.00	\$18,200.00	\$7,056.00	\$49,392.00	\$7,000.00	\$49,000.00	\$2,677.50	\$18,742.50
402	CURB INLET TYPE B	1	EA	\$5,000.00	\$5,000.00	\$2,943.00	\$2,943.00	\$4,600.00	\$4,600.00	\$9,159.00	\$9,159.00	\$6,500.00	\$6,500.00	\$2,730.00	\$2,730.00
403	48" STORM MANHOLE	6	EA	\$5,000.00	\$30,000.00	\$4,230.00	\$25,380.00	\$3,800.00	\$22,800.00	\$9,486.00	\$56,916.00	\$7,500.00	\$45,000.00	\$3,832.50	\$22,995.00
404	10" PVC SDR-35	1004	LF	\$95.00	\$95,380.00	\$70.50	\$70,782.00	\$84.00	\$84,336.00	\$205.00	\$205,820.00	\$95.00	\$95,380.00	\$69.30	\$69,577.20
405	10" C900 PVC	352	LF	\$88.00	\$30,976.00	\$123.00	\$43,296.00	\$86.00	\$30,272.00	\$219.00	\$77,088.00	\$95.00	\$33,440.00	\$120.75	\$42,504.00
406	10" PVC SDR-35 45 DEGREE BEND	8	EA	\$800.00	\$6,400.00	\$642.00	\$5,136.00	\$1,100.00	\$8,800.00	\$3,640.00	\$29,120.00	\$2,200.00	\$17,600.00	\$630.00	\$5,040.00
407	10" PVC SDR-35 WYE	3	EA	\$1,200.00	\$3,600.00	\$802.50	\$2,407.50	\$950.00	\$2,850.00	\$4,035.00	\$12,105.00	\$2,200.00	\$6,600.00	\$787.50	\$2,362.50
408	CONNECTION TO EXISTING STORM MAIN	3	EA	\$3,000.00	\$9,000.00	\$2,996.00	\$8,988.00	\$2,300.00	\$6,900.00	\$3,926.00	\$11,778.00	\$2,000.00	\$6,000.00	\$2,940.00	\$8,820.00
409	TRENCH DRAIN	2	EA	\$4,500.00	\$9,000.00	\$3,348.00	\$6,696.00	\$3,500.00	\$7,000.00	\$16,840.00	\$33,680.00	\$5,000.00	\$10,000.00	\$1,868.00	\$3,736.00
500	SIGN REPLACEMENT (DIRECT EMBEDDED BASE)	8	EA	\$525.00	\$4,200.00	\$651.00	\$5,208.00	\$540.00	\$4,320.00	\$646.00	\$5,168.00	\$550.00	\$4,400.00	\$525.00	\$4,200.00
501	SIGN REPLACEMENT (SLIP BASE)	18	EA	\$850.00	\$15,300.00	\$758.00	\$13,644.00	\$865.00	\$15,570.00	\$1,033.00	\$18,594.00	\$655.00	\$11,790.00	\$840.00	\$15,120.00
502	BEACON	2	EA	\$12,200.00	\$24,400.00	\$12,508.00	\$25,016.00	\$33,000.00	\$66,000.00	\$12,902.00	\$25,804.00	\$12,000.00	\$24,000.00	\$12,638.00	\$25,276.00
503	EPOXY PAVEMENT MARKING - WHITE	1	LS	\$16,000.00	\$16,000.00	\$16,580.00	\$16,580.00	\$16,300.00	\$16,300.00	\$24,513.00	\$24,513.00	\$16,000.00	\$16,000.00	\$16,275.00	\$16,275.00
504	CONCRETE CURB PAINT - YELLOW	1	LS	\$7,500.00	\$7,500.00	\$7,490.00	\$7,490.00	\$7,400.00	\$7,400.00	\$9,032.00	\$9,032.00	\$7,000.00	\$7,000.00	\$7,350.00	\$7,350.00
505	PARKING LOT STRIPING - YELLOW	1	LS	\$1,000.00	\$1,000.00	\$1,070.00	\$1,070.00	\$1,100.00	\$1,100.00	\$1,291.00	\$1,291.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00
506	CONCRETE PARKING BUMPER	10	EA	\$190.00	\$1,900.00	\$211.00	\$2,110.00	\$220.00	\$2,200.00	\$194.00	\$1,940.00	\$200.00	\$2,000.00	\$308.00	\$3,080.00
600	4'x10' LANDSCAPING ISLAND	9	EA	\$2,500.00	\$22,500.00	\$2,669.00	\$24,021.00	\$2,800.00	\$25,200.00	\$1,497.00	\$13,473.00	\$3,000.00	\$27,000.00	\$2,581.30	\$23,231.70
601	3'x6' LANDSCAPING ISLAND	5	EA	\$1,500.00	\$7,500.00	\$1,644.00	\$8,220.00	\$1,800.00	\$9,000.00	\$1,405.00	\$7,025.00	\$2,000.00	\$10,000.00	\$1,548.80	\$7,744.00
E-1	LIGHT POLES AND BASE	56	EA	\$11,000.00	\$616,000.00	\$11,640.00	\$651,840.00	\$11,800.00	\$660,800.00	\$14,284.00	\$799,904.00	\$10,850.00	\$607,600.00	\$11,764.80	\$658,828.80
E-2	HANDHOLES	15	EA	\$1,000.00	\$15,000.00	\$1,059.00	\$15,885.00	\$1,100.00	\$16,500.00	\$747.00	\$11,205.00	\$1,000.00	\$15,000.00	\$1,070.00	\$16,050.00
E-3	ELECTRICAL METER MAIN	2	EA	\$6,000.00	\$12,000.00	\$6,243.00	\$12,486.00	\$6,300.00	\$12,600.00	\$6,138.00	\$12,276.00	\$6,000.00	\$12,000.00	\$6,308.00	\$12,616.00
E-4	CONDUIT AND WIRE	1	LS	\$78,000.00	\$78,000.00	\$80,670.00	\$80,670.00	\$82,500.00	\$82,500.00	\$181,144.00	\$181,144.00	\$76,000.00	\$76,000.00	\$81,504.00	\$81,504.00
E-5	HORIZONTAL DIRECTIONAL DRILLING TRENCH AND BACKFILL FOR CONDUIT	1260	LF	\$56.00	\$70,560.00	\$57.75	\$72,765.00	\$59.00	\$74,340.00	\$71.00	\$89,460.00	\$55.00	\$69,300.00	\$58.40	\$73,584.00
E-6	INSTALLATION	1	LS	\$36,000.00	\$36,000.00	\$37,180.00	\$37,180.00	\$37,800.00	\$37,800.00	\$32,983.00	\$32,983.00	\$35,000.00	\$35,000.00	\$37,560.00	\$37,560.00
Total Construction Cost				\$2,556,992.00		\$2,219,906.50		\$2,629,091.00		\$3,541,672.00		\$2,727,330.50		\$2,695,557.90	



Tabulation of Bids
LURA Sidewalks & Lighting Improvements
Bid Letting: 5/19/2026

Item No.	Description	Qty	Unit	Askin Construction, LLC		Knife River		COP Construction LLC		JR Civil of Montana LLC		Riverside Contracting, Inc		Weave Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Bid Alternate #1														
103	TRAFFIC CONTROL	1	LS	\$6,000.00	\$6,000.00	\$5,350.00	\$5,350.00	\$17,200.00	\$17,200.00	\$20,917.00	\$20,917.00	\$5,000.00	\$5,000.00	\$11,100.00	\$11,100.00
200	ASPHALT CONCRETE PAVEMENT	29	SY	\$30.00	\$870.00	\$119.00	\$3,451.00	\$133.00	\$3,857.00	\$48.00	\$1,392.00	\$30.00	\$870.00	\$42.70	\$1,238.30
201	CONCRETE REMOVAL	239	SY	\$15.00	\$3,585.00	\$27.75	\$6,632.25	\$33.00	\$7,887.00	\$14.00	\$3,346.00	\$30.00	\$7,170.00	\$32.30	\$7,719.70
300	ASPHALT PATCH	7	TON	\$425.00	\$2,975.00	\$122.00	\$854.00	\$170.00	\$1,190.00	\$551.00	\$3,857.00	\$200.00	\$1,400.00	\$135.20	\$946.40
301	CONCRETE CURB & GUTTER	129	LF	\$40.00	\$5,160.00	\$22.25	\$2,870.25	\$26.00	\$3,354.00	\$60.00	\$7,740.00	\$30.00	\$3,870.00	\$47.10	\$6,075.90
302	CONCRETE SIDEWALK (4")	1329	SF	\$13.00	\$17,277.00	\$8.50	\$11,296.50	\$10.00	\$13,290.00	\$16.00	\$21,264.00	\$10.00	\$13,290.00	\$10.60	\$14,087.40
500	SIGN REPLACEMENT (DIRECT EMBEDDED BASE)	1	EA	\$525.00	\$525.00	\$588.50	\$588.50	\$540.00	\$540.00	\$646.00	\$646.00	\$550.00	\$550.00	\$525.00	\$525.00
504	CONCRETE CURB PAINT - YELLOW	1	LS	\$825.00	\$825.00	\$535.00	\$535.00	\$530.00	\$530.00	\$646.00	\$646.00	\$1,000.00	\$1,000.00	\$4,200.00	\$4,200.00
602	BID ALTERNATE #1 LANDSCAPING - LUMP SUM	1	LS	\$1,800.00	\$1,800.00	\$1,864.00	\$1,864.00	\$2,700.00	\$2,700.00	\$24,644.00	\$24,644.00	\$5,000.00	\$5,000.00	\$3,153.00	\$3,153.00
Total Construction Cost				\$39,017.00		\$33,441.50		\$50,548.00		\$84,452.00		\$38,150.00		\$49,045.70	

05/26/26



EXHIBIT B

Contractor Comparable Experience & References

Evidence of Competency – Knife River - Billings

Comparable Projects:

- | | |
|--|--------------|
| 1. 2021 – MDT – Main Street
Billings MT
Reconstruct of Main Street. Milling, paving, underground, electrical, curb/gutter, sidewalk. | \$7,750,000 |
| 2. 2021 – WO 20-12 City of Billings S32nd
Billings MT
Paving, curb, sidewalk | \$4,062,000 |
| 3. 2022 – WO 22-03 City Overlay
Billings MT
Asphalt overlay and associated curb and sidewalk work. | \$1,040,000 |
| 4. 2024 – MDT – Mossmain
Billings MT
Reconstruct of the highway | \$20,563,000 |
| 5. 2024 – MDT – Rimrock and 62 nd
Billings MT
Constructed a new round-about. | \$5,120,000 |

Equipment (Grading/Paving/Concrete):

1. Excavators – Multiple/Fleet Cat 330 and 320
2. Front end loaders – Multiple/Fleet Cat 950 and larger
3. Graders – Multiple/Fleet Cat 14, John Deere 872 and 772
4. Scrapers – Multiple/Fleet Cat 627 (not to be used on this project)
5. Rollers – Multiple/Fleet Cat Single drum sheepsfoot and smooth drum
6. Concrete Place: Forms, screeds, trucks, small equipment
7. Gomaco 3600S Curb Machine
8. Cat AP1055 Paver (2)
9. Cat AP655 Paver
10. Volvo DD140F Vib Roller (2)
11. Volvo DD120B Vib Roller
12. Bomag BW138AC-5 Roller
13. International 4700 Truck W/ Etnyre Asphalt Distributor
14. Volvo VHD 64BT Water Truck
15. Cat 262D Skid Steer
16. Bomag 6.5' Roto-Mill Machine
17. Trucks – Fleet: End Dump, Belly Dump, Side Dump, Ready-Mix Concrete trucks

Key Personnel:

1. Mack Long – General Manager

2. Grant Clingingsmith – Project Manager/Estimator (19 years construction experience)
3. Todd McKeever – Operations Manager (26 years of construction experience)
4. Jay Steinmasel – Project Superintendent (32 years of construction experience)
5. Chad Devries - Asphalt Superintendent (14 years of construction experience)
6. Darren Nelson – Concrete Superintendent(22 years construction experience)

Current Commitments:

1. Yellowstone County Admin Parking Lot – Complete by end of July
2. Daylis Stadium – Complete by end of August
3. Central/48th Intersection – Complete early June
4. Parkland West (subdivision) – Complete by end of October
5. BLIA Taxilane – Complete by end of August
6. Grains of Montana – Complete by end of August
7. Cherry Hills Subdivision (Laurel) – End of October
8. Numerous misc. smaller jobs



EXHIBIT C

Notice of Award

NOTICE OF AWARD

Date of Issuance: June 10, 2026

Owner: City of Laurel

Owner's Project No.: N/A

Engineer: Triple Tree Engineering, Inc.

Project No.: 24-105

Project: LURA Sidewalk & Lighting Improvements

~~Contract Name:~~

Bidder: Knife River - Billings

Bidder's Address: P.O. Box 80066
Billings, MT 59108

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **Base Bid.**

The Contract Price of the awarded Contract is \$2,219,906.50. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

0 Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Laurel

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer



EXHIBIT D

Owner/Contractor Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Laurel (“Owner”) and Knife River-Billings
_____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The project consists of removal of existing asphalt pavement, concrete pavement, sidewalk, curb and gutter, stormwater structures, trees, and pedestrian light poles, along with associated appurtenances. Work includes removal of approximately 3,700 SY of asphalt pavement, 5,280 SY of concrete pavement, removal of 15 storm inlets, removal of 9 trees, and removal of 18 pedestrian light poles.

Additional improvements include installation of 17 EA Type II curb inlets, 7 EA Type IV curb inlets, 1 EA Type B curb inlet, 6 EA 48-inch storm manholes, and 3 connections to existing storm mains. Installation includes approximately 1,004 LF of 10-inch PVC SDR-35 and 352 LF of 10-inch PVC C900. Construction includes approximately 815 tons of asphalt patch, 2,908 LF of curb and gutter, 24,448 SF of concrete sidewalk, 4,137 SF of concrete driveway apron, 1,309 SY of alley concrete pavement, and 1,944 SF of ADA ramps. Work also includes 8 EA sign replacements (direct embedded base), 18 EA sign replacements (slip base), 2 EA rectangular rapid flashing beacons, 10 EA concrete parking bumpers, 14 landscape islands, and miscellaneous striping.

Electrical improvements include installation of 56 pedestrian light poles with foundations and luminaires, 15 handholes, and 2 electrical meter mains. Work also includes installation of underground conduit and wiring systems, including approximately 1,260 LF of horizontal directional drilling and associated trenching and backfill for conduit installation.

If awarded, the work will also include Bid Alternate No. 1, consisting of removal of approximately 29 SY of asphalt pavement, 239 SY of concrete pavement, construction of approximately 7 tons of asphalt patch, 129 LF of curb and gutter, 1,329 SF of concrete sidewalk, and installation of 1 EA sign replacement (direct embedded base), along with associated traffic control and striping. Bid Alternate No. 1 may be awarded at the Owner’s discretion.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: LURA Sidewalk and Lighting Improvements.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Triple Tree Engineering, Inc. (“Engineer”) to act as Owner’s

representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Triple Tree Engineering

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

~~4.03 *Contract Times: Days*~~

~~A. The Work will be substantially complete within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within days after the date when the Contract Times commence to run.~~

4.04 *Milestones*

A. The Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 - Phase 1 – September 11, 2026
2. Milestone 2 – Substantial Completion – December 1, 2026
3. Milestone 3 - Final Completion – January 1st, 2027

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$ 1,400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 1,400 for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner \$ 1,400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract.

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4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of the Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule in the Bid Form. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by the Engineer in accordance with the General Conditions. Unit prices have been computed as provided in the General Conditions.

~~Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:~~

~~A. For all Work other than Unit Price Work, a lump sum of \$_____.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price

				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$_____.~~

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of at the maximum rate allowed by law at the place of the Project percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 94 sheets with each sheet bearing the following general title: LURA Sidewalk and Lighting Improvements
_____.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. _____
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Laurel

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

Mayor
(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Knife River-Billings

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

P.O. Box 80066

Billings, Mt 59108

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:



EXHIBIT E

Notice to Proceed

NOTICE TO PROCEED

Owner: City of Laurel Owner's Project No.: N/A
Engineer: Triple Tree Engineering Engineer's Project No.: 24-105
Contractor: Knife River - Billings Contractor's Project No.: _____
Project: LURA Sidewalk & Lighting Improvements
Contract Name: LURA Sidewalk & Lighting Improvements
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date **July 6th, 2026**.

In accordance with the Agreement: LURA Sidewalk & Lighting Improvements Project

The first contract milestone is September 11, 2026. Project substantial completion is December 1, 2026. The date to achieve readiness for final payment is January 1, 2027.

~~The number of days to achieve Substantial Completion is _____ from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is _____ from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.~~

~~Before starting any Work at the Site, Contractor must comply with the following:~~

Owner: City of Laurel
By (signature): _____
Name (printed): _____
Title: Mayor
Date Issued: _____

Copy: Engineer

File Attachments for Item:

2. Planning: Resolution - A Resolution Of The City Council Of The City Of Laurel Changing A Portion Of Great Northern Road To “North Great Northern Road” Within The Iron Horse Station Subdivision To Facilitate Proper Address Assignment, Emergency Response Identification, And Consistency With Yellowstone County GIS Addressing Protocols.

RESOLUTION NO. R26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL
CHANGING A PORTION OF GREAT NORTHERN ROAD TO “NORTH GREAT
NORTHERN ROAD” WITHIN THE IRON HORSE STATION SUBDIVISION TO
FACILITATE PROPER ADDRESS ASSIGNMENT, EMERGENCY RESPONSE
IDENTIFICATION, AND CONSISTENCY WITH YELLOWSTONE COUNTY GIS
ADDRESSING PROTOCOLS.**

WHEREAS, the Iron Horse Station Subdivision within the City of Laurel was originally platted in phases beginning in or about 2005; and

WHEREAS, Phase One of the subdivision included properties addressed along Great Northern Road utilizing address numbers in the 1000 block range; and

WHEREAS, subsequent development within Phase Two of the subdivision extends generally eastward, such that standard addressing protocols utilized by Yellowstone County GIS require addresses within the 400 block range for such area; and

WHEREAS, the continuation of the existing street name “Great Northern Road” for both the existing 1000 block addresses and the newly assigned 400 block addresses would create confusion for residents, emergency services providers, postal services, utility providers, governmental entities, and the general public; and

WHEREAS, Yellowstone County GIS has recommended that the affected portion of Great Northern Road within Phase Two of the Iron Horse Station Subdivision be designated as “North Great Northern Road” in order to distinguish the separate address sequencing and maintain consistency with county addressing standards; and

WHEREAS, the City Council finds that modification of the street name is necessary and appropriate to promote public safety, efficient emergency response, orderly development, accurate addressing, and administrative consistency; and

WHEREAS, Yellowstone County GIS has already reflected the proposed designation change within its mapping and addressing systems pending formal approval by the City of Laurel.

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

Section 1. Street Name Change.

The portion of Great Northern Road located within Phase Two of the Iron Horse Station Subdivision, as identified on the attached Exhibit “A,” is hereby renamed and redesignated as:

North Great Northern Road

Section 2. Addressing Authorization.

The City hereby authorizes Yellowstone County GIS, emergency services agencies, postal authorities, utility providers, and all other appropriate governmental or quasi-governmental entities to implement and utilize the new street designation and associated address assignments, including addresses beginning in the 400 block range for North Great Northern Road.

Section 3. Administrative Actions.

The City’s administrative staff, including the City Clerk/Treasurer, Public Works Department, Building Department, and any other affected departments, are authorized and directed to take all actions reasonably necessary to implement this Resolution, including updating maps, records, permits, certificates of occupancy, and related municipal documentation.

Section 4. Effective Date.

This Resolution shall become effective immediately upon passage and approval.

Introduced at a regular meeting of the City Council on the ____ day of June, 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of June, 2026.

APPROVED by the Mayor the ____ day of June, 2026.

CITY OF LAUREL

Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

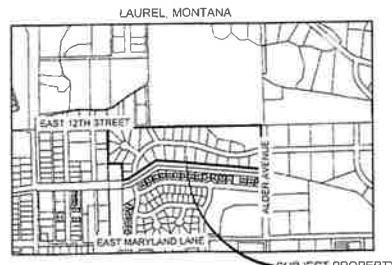
APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

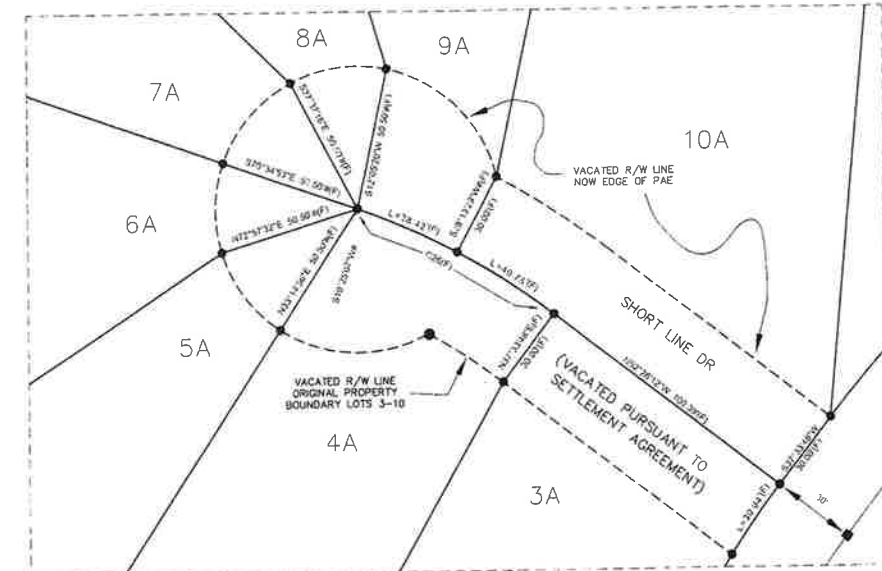
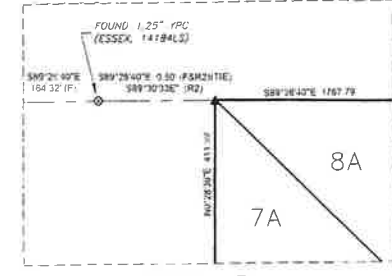
If the street name is changed for the west/east portion of the street above the Nutting Drain Ditch, addressing could be in the 400's to the 700's as this would be a new street. Adding a "N." to the street name would essentially create a new street. The building official could then assign addresses to current construction projects.

CORRECTED AMENDED PLAT OF IRON HORSE STATION SUBDIVISION, BLOCKS 6, 7, AND 8

LOCATED IN THE NE1/4 OF SECTION 9, T.2S., R.24E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA



LOT Curve Table				DETAIL Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	107.38	330.00	18°38'40"	C26	79.17	250.00	18°08'40"
C2	39.23	570.00	8°52'09"	ROAD Curve Table			
C3	178.49	570.00	17°56'28"	Curve #	Length	Radius	Delta
C4	101.37	570.00	10°11'24"	C50	97.82	300.00	18°38'40"
C5	10.53	500.00	1°08'19"	C51	387.47	900.00	37°00'02"
C6	190.53	530.00	10°52'03"	C52	116.68	500.00	13°22'12"
C7	12.62	530.00	1°21'51"	C53	302.15	300.00	37°42'22"
C8	84.15	330.00	11°08'16"	C54	194.88	300.00	37°13'14"
C9	111.08	330.00	19°16'55"	C55	127.13	300.00	24°16'45"
C10(F)	55.79	90.00	35°31'00"	C56(F)	74.48	120.00	35°33'45"
C10(R1)	58.08	90.00	35°42'16"	C56(R1)	74.78	120.00	35°42'16"
C11(F)	93.18	190.00	35°39'25"	BASIS OF BEARING: IRON HORSE STATION SUBDIVISION DOC. NO. 1330583			
C11(R1)	93.47	190.00	35°42'16"	DATE: JANUARY-MAY 2022			
C12	65.87	270.00	18°13'18"	RECORD OWNERS: IRON HORSE STATION, LLC			
C13	207.58	330.00	28°05'33"	SURVEY COMMISSIONED BY: MARVIN BROWN			
C14	125.13	330.00	21°43'32"	1/4 SEC. T. R.			
C15	89.25	330.00	15°29'42"	9 2S 24E			
C16	175.40	270.00	37°13'14"	70 0 70 140			
C17	128.63	270.00	27°20'16"	SCALE IN FEET			
C18	143.11	270.00	30°22'07"	SP 4048162			
C19	93.80	470.00	11°28'05"	05/31/2023 12:28 PM Page 2 of 2			
C20	15.88	470.00	1°55'07"	41 00			
C21	105.80	630.00	9°38'13"	CORRECTED AMENDED PLAT OF IRONHORSE SUBDIVISION			
C22	120.87	630.00	10°59'33"	SHEET 2 OF 2			
C23	128.16	630.00	11°39'19"				
C24	52.22	630.00	4°44'57"				
C25	87.86	270.00	18°38'40"				



- LEGEND**
- = SET 5/8"x24" REBAR WITH 1-1/4" RPC (JACOBSON, 13748LS)
 - = SET CENTERLINE MONUMENT
 - = CENTERLINE MONUMENT TO BE SET
 - ▲ = FOUND 1" IRON PIPE
 - ⊙ = FOUND 1.25" OPC (ENGINEERING INC., J362E5)
 - ⊗ = FOUND 1.25" YPC (ESSEX, 14184LS)
 - ⊕ = FOUND 1.25" YPC (S.S.G.)
 - ⊖ = FOUND THIS SURVEY
 - (R1) = RECORD OR ADDITIVE PER PLAT OF IRON HORSE STATION SUBDIVISION
 - (R2) = RECORD OR ADDITIVE PER AMENDED PLAT OF BLOCK 5 & 6 MAGNUS SUBDIVISION, 2ND FILING
 - COS = CERTIFICATE OF SURVEY
 - R/W = RIGHT-OF-WAY
 - RPC = RED PLASTIC CAP
 - YPC = YELLOW PLASTIC CAP
 - OPC = ORANGE PLASTIC CAP
 - PAE = PRIVATE ACCESS EASEMENT
 - U.E. = UTILITY EASEMENT
 - AC = ACRES
 - # = RADIAL BEARING
 - RM = REFERENCE MONUMENT

SURVEY NOTE:
ALL BEARINGS, DISTANCES, AND CURVE DATA SHOWN HEREON ARE RECORD AND FOUND OR ADDITIVE PER PLAT OF IRON HORSE STATION SUBDIVISION, UNLESS OTHERWISE NOTED. AS ROAD CONSTRUCTION ALONG GREAT NORTHERN ROAD HAS NOT YET BEEN COMPLETED, THE PLACEMENT OF MONUMENTS DENOTED AS "CENTERLINE MONUMENTS TO BE SET" HEREON SHALL BE DEFERRED UNTIL CONSTRUCTION OF IMPROVEMENTS IS COMPLETE. SAID MONUMENTS SHALL BE PLACED WITHIN 240 DAYS AFTER THE DATE OF RECORDATION OF THIS AMENDED PLAT

PREPARED BY
IMEG
175 N. 27TH ST. STE. 1312 PH: 406.248.9000
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IMEG PROJECT NO. 20001607.01



CORRECTED AMENDED PLAT OF
IRON HORSE STATION SUBDIVISION, BLOCKS 6, 7, AND 8

LOCATED IN THE NE1/4 OF SECTION 9, T.2S., R.24E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

SURVEY COMMISSIONED BY: MARVIN BROWN
PREPARED BY: IMEG CORP
DATE: DECEMBER, 2022
RECORD OWNER: IRON HORSE STATION, LLC

PURPOSE OF SURVEY:
THIS CORRECTIVE PLAT WAS PREPARED DUE TO THE RECOVERY OF ADDITIONAL MONUMENTATION ALONG THE NORTHERLY BOUNDARY OF AMENDED PLAT OF IRON HORSE STATION SUBDIVISION, BLOCKS 6, 7, AND 8.

THIS CORRECTIVE SURVEY ALSO ADDRESSES A DRAFTING ERROR IN THE OVERALL ACREAGE OF THE SUBDIVISION WHICH WAS INCORRECTLY SHOWN AS 12.28 ACRES IN THE LEGAL DESCRIPTION ON THE AMENDED PLAT OF BLOCKS 6, 7, AND 8 OF IRON HORSE STATION SUBDIVISION, DOCUMENT NUMBER 4024525; THE CORRECT ACREAGE IS 13.16 ACRES AS SHOWN IN THE CORRECTED LEGAL DESCRIPTION ON THIS PLAT.

LEGAL DESCRIPTION:
"PHASE 2", IRON HORSE STATION SUBDIVISION, DOCUMENT NUMBER 3330583, RECORDS OF YELLOWSTONE COUNTY, BEING BLOCKS 6, 7, AND 8 OF SAID SUBDIVISION AND SITUATED NORTHERLY OF THE NUTTING DRAIN AS DEPICTED THEREON, LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 24 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA.
CONTAINING 13.16 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THE ATTACHED AMENDED PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.
SS Matthew Jacobson 5/3/23
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR DATE
MONTANA REGISTRATION NO. 13748LS



CITY ATTORNEY'S OFFICE:
THIS DOCUMENT HAS BEEN REVIEWED BY THE LAUREL CITY ATTORNEY'S OFFICE AND IS ACCEPTABLE TO FORM.
SS Michelle B. 23 May 2023
CITY ATTORNEY DATE

CLERK AND RECORDER FILING INFORMATION:



PREPARED BY:
IMEG
175 N. 27TH, ST. STE. 1312 PH: 406.248.9000
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SP 4048162
05/23/2023 12:28 PM Pages: 1 of 2 Fees: 41.00
Billings Clerk & Recorder - Billings, MT

1/4	SEC.	T.	R.
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CORRECTED AMENDED PLAT OF IRONHORSE SUBDIVISION
SHEET 1 OF 2

File Attachments for Item:

3. Public Works: Resolution - A Resolution Of The City Council Approving The 2026-2029 Collective Bargaining Agreement Between The City Of Laurel And Local Union 316, American Federation Of State, County, And Municipal Employees, AFSCME.

RESOLUTION NO. R26-

A RESOLUTION OF THE CITY COUNCIL APPROVING THE 2026-2029 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAUREL AND LOCAL UNION 316, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFSCME.

WHEREAS, the City of Laurel and Local Union 316, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have negotiated a Collective Bargaining Agreement for Years 2026-2029 (hereinafter “the CBA”), which is subject to approval by City Council and which has already been approved by the Union; and

WHEREAS, the Collective Bargaining Committee, made up of both City personnel and Union personnel, have agreed that the terms and conditions of the CBA are in the best interests of both parties.

NOW THEREFORE LET IT BE RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The 2026-2029 CBA between the Union and the City is hereby approved and effective upon the date written herein.

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

Introduced at a regular meeting of the City Council on the _____ day of June, 2026, by Council Member Herr.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2026.

APPROVED by the Mayor the _____ day of June, 2026.

CITY OF LAUREL

Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

AGREEMENT
BETWEEN
THE CITY OF LAUREL
AND
LOCAL 316

AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES
MONTANA STATE COUNCIL 9
AFL-CIO
REPRESENTING THE
EMPLOYEES OF THE
CITY OF LAUREL, MONTANA

JULY 1, 202~~63~~ -JUNE 30, ~~2026~~2029

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AGREEMENT

This Agreement is made and entered into by and between the City of Laurel, Yellowstone County, Montana, hereinafter referred to as "Employer", and Local 316, American Federation of State, County, and Municipal Employees, AFL-CIO, Laurel, Montana, hereinafter referred to as "Union".

WITNESS: In consideration of the mutual covenants herein set forth which have been mutually agreed to, the Employer and the Union agree to be bound as follows:

ARTICLE I -RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Laurel, as listed by classification in Addendum "A", attached and by this reference made a part of this Agreement as though fully set forth herein, excluding elected and appointed officials, supervisory employees, management officials, and members of any City Boards or Commissions.

ARTICLE II -UNION SECURITY

Section 1. Membership Information: The Union shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The City and the Union shall work together to ensure reasonable access during the onboarding process through either in-person presentations or other avenues. The Employer agrees to accept and honor voluntary written assignment of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of right guaranteed in 39-31-201, MCA; and the Union will not coerce or restrain employees as cited in 39-31-402, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.

Section 2. The Union shall indemnify and hold the Employer harmless, for any action that the Employer takes in response to any written request of the Union, by certified mail, to terminate an employee for reasons identified in Article II, Section 1.

ARTICLE III - DUES ASSIGNMENT

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Section 1. The Employer agrees to accept and honor voluntary written assignments of wages or salaries due employees covered by this Agreement for union dues, initiation fees, or agency shop fees.

Section 2. The amounts to be deducted shall be certified to the Employer by the Secretary of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union within five (5) working days after payroll warrants are issued.

Section 3. The Union agrees to hold harmless the Employer from any loss or damage arising from the operation of this Article due to unintentional errors.

ARTICLE IV -MANAGEMENT RIGHTS

Section 1. Rights of the Employer: The Union recognizes that the Employer has the responsibility and the authority to manage and direct, on behalf of the public, all of the operations and activities of the Employer to the full extent authorized by law.

Section 2. Management Rights: Public employees and their Representatives shall recognize the prerogatives of the Employer to operate and manage its affairs in such areas, but not limited to: (Mont. Code Ann. § 39-31-303)

- a. Direct employees;
- b. Hire, promote, transfer, assign, and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive; (MCA 39-31-303)
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- g. Establish the methods and processes by which work is performed.
- h. All powers of Management Rights in the Laurel Public Library apply to the Library Director, under the supervision of the Library Board of Trustees, except to the extent otherwise contemplated by Montana law.

Section 3. Effective Laws, Rules, and Regulations: The parties recognize the right, obligation, and duty of the Employer, and its duly designated officials, to promulgate rules, regulations, directives, and orders from time to time as deemed necessary in so far as such rules, regulations,

directives, and orders are not in conflict with the terms of this Agreement. All terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of the state and federal government agencies.

ARTICLE V -NONDISCRIMINATION

Section 1. It is agreed between the parties that each will fully comply with applicable laws and regulations regarding discrimination against any employee or applicant for employment, or any applicant for Union membership, because of a person's race, religion, color, national origin, age, marital status, sex or disability.

Section 2. It is further recognized that no employee shall be discharged or discriminated against by the Employer for such employee upholding Union principles or Union activities.

ARTICLE VI - STRIKES AND LOCKOUTS

Section 1. The Union and those it represents will not engage in any strikes, slow-downs, withdrawal of services, or any other concerted effort designed to improve the Union's bargaining position which interferes with the normal operation of the Employer, or which discourages employees from the full and faithful performance of their duties during the term of this Agreement.

Section 2. There shall be no lockout of employees or any other concerted effort by the Employer designed to improve the Employer's bargaining position during the term of this Agreement.

Section 3. There shall not be any layoffs due to contracting out of bargaining unit work during the term of this Agreement.

Section 4. The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

ARTICLE VII - SENIORITY

Section 1. Seniority means an employee's length of continuous service with the Employer since his/her last day of hire. Employees may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

Section 2. Seniority within the Employer may be affected by:

- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous service upon re-employment shall count towards seniority.

- b. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon re-employment shall count towards seniority.
- c. To be absent from the job due to active military leave will not affect seniority. Time spent in the military service will count towards seniority. After completion of military service, the Employer shall re-hire such persons in accordance with applicable federal law.
- d. An employee's continuous service for purposes of seniority shall be broken by voluntary resignation, discharge for just cause, and by retirement.
 - (1) Union seniority shall also be forfeited when an employee is transferred or promoted to a position not covered by this Agreement, and upon completion of the probationary period in the non-union position. Should an employee not covered by this Agreement apply and be rehired to a position covered by this Agreement, their seniority shall begin upon the assumption of that covered Addendum "A" position.
- e. Absences due to accidental injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits, which are based upon seniority covered by this Agreement.

Section 3. The Employer shall recognize seniority and minimum qualifications in awarding promotions to employees when filling newly-created or vacated positions, and where qualifications are equal, seniority shall prevail. It is the intention of the parties of this Agreement that the Employer shall grant preference to the persons already working under this Agreement.

Section 4. Layoffs caused by reduction in force shall be in order of seniority within the City; that is, the last employee hired shall be the first released. Full-time and part-time employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recalls to employment shall likewise be in order of seniority within the City; that is, the last employee released as a result of reduction in force shall be the first re-hired when the Employer needs additional employees. The Employer shall notify such employees to return to work on a certain date and furnish the Union Secretary a copy of such notification, and if the employee fails to notify the Employer within five (5) working days of his/her intentions to return to work, the employee shall be considered as having forfeited his/her right to re-employment. No regular established employee shall be laid off while there are seasonal employees working for the employer.

Section 5. If employer fails to provide ten (10) working days' notice to the employee, and employee is terminated without cause, under the layoff provisions herein, said employee shall be granted two (2) weeks' pay at his/her regular pay.

Section 6. Employees may protest their seniority designation through the usual grievance procedures if they have cause to believe an error has been made.

Section 7. Application of Seniority to Overtime and Call-Outs: Employer agrees that there shall be one seniority for the purpose of overtime and call-outs within the Public Works Department and includes distribution, collection, public utilities and maintenance.

ARTICLE VIII -HOURS OF WORK

Section 1. Workweek: A standard workweek shall consist of forty (40) hours, composed of any five (5) consecutive workdays immediately followed by two (2) days off. An employee's workweek is a fixed and regular recurring consecutive five (5) day period, beginning on the same day of each seven (7) day period. If the 2 (two) days off provision conflicts with the needed Library schedule, the librarians have agreed to document an exception upon request by the Library Director.

- a. The workweek hereunder shall begin at 7 a.m. Monday and shall terminate at 6:59 a.m. on the Monday following.
- b. In Public Works, there shall be a shift schedule for Tuesday through Saturday, from 7:00 a.m. to 3:30 p.m., with a lunch period of 11:00 a.m. to 11:30 a.m. Any change in shift must be agreed upon pursuant to Section 3g (1) herein.
- c. The work schedule for Court Clerk III shall be 8:00 a.m. to 5:00 p.m., with a one (1) hour unpaid lunch. A normal lunch period shall be from 12:00 p.m. to 1:00 p.m. unless court runs late; in this case, lunch will start at the end of court session and last one (1) hour. The work schedule for Court Clerk I and Court Clerk II will be determined by work load.
- d. The work schedule for the Library will be determined by the Library Director.

Section 2. Workday: A normal workday shall consist of eight (8) continuous hours, except for a normal lunch period.

Section 3. Work Schedule:

- a. The working schedule for all day personnel shall be 7:00 a.m. to 3:30 p.m. for all departments, except as previously contemplated herein (as it relates to the Court Clerks and Library personnel), with 1/2-hour unpaid lunch. A normal lunch period shall be from 11:00 a.m. to 11:30 a.m. unless a department has established a different practice for the 1/2-hour lunch.
- b. The work schedule for all shift personnel shall be eight (8) continuous hours.
- c. Relief personnel will work regular schedules, except when relieving a shift person who is off on approved leave. In cases of a short back situation, Employer may require the relief personnel to take an eight (8) hour break when transitioning back to his/her regular shift for purposes of safety.
- d. Relief personnel will assume the days off and the work hours of the person he is relieving, unless he is only filling in for less than a week.

- e. The sweeper position may have a 3:00 a.m. to 11:00 a.m. shift, Tuesday and Friday, from approximately April 1 through October 1 of each year. The employee in this position may be required to eat his/her lunch on the job during these hours. Snowplowing and sanding shall have a 6:00 a.m. to 2:00 p.m. shift, unless the snow is of such severity as determined by the Employer to require different hours.
- f. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger.
- g. Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed.
 - (1) In the bargaining unit, the above shifts and/or schedule may be changed by mutual agreement between the Employer, Union, and the employee(s), except relief personnel shall work a schedule change for a shift person who is off on approved leave.
- h. The work week, work day, and work schedule set out above may be changed by mutual agreement between the Union and Employer.

Section 4. Lunch and Rest Periods:

- a. All employees shall be granted a lunch period during each work shift consisting of more than four (4) hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift at a time designated by their supervisor. Shift workers may be required to eat their lunch on the job during their regular working hours.
- b. Two rest breaks of fifteen (15) minutes are provided, one in each half of the workday. The time and place of the rest period shall be determined by the supervisor.

ARTICLE IX - COMPENSATION

Section 1. Salaries, Wages, and Longevity:

- a. The Employee Classification and conditions relative to and governing wages, salaries, or extraordinary pay rates are contained in Addendum "B" to this Agreement, which is attached to and by this reference made a part hereof as though fully set forth herein.
- b. Longevity pay benefits are contained in Addendum "C" Longevity Plan, which is attached and by this reference made a part hereof as though fully set forth herein.
- c. It is mutually agreed between the parties that compensation will be paid on or before 9:00 a.m. every other Friday following completion of the work period.

Section 2. Overtime:

- a. Employees required to work in excess of eight (8) or ten (10) hours (dependent on their regularly schedule shift) in any twenty-four (24) hour period or in excess of forty (40) hours in any week will be compensated at the rate of one and one-half (1½) times their normal rate for additional time worked. In addition, employees who are required to work in excess of sixteen (16) hours in any twenty-four (24) hour period will be compensated at the rate of two (2) times their normal rate of pay. The Employer may call in a new crew to replace a crew that has worked sixteen (16) hours in a twenty-four (24) hour period.
- b. An employee shall receive short back pay of 16 hours (double time) at their regular rate of pay if they are scheduled to work with less than 8 hours rest period between shifts in a 24-hour period to receive 40 hours within the workweek. Short back pay does not apply to an overtime situation.
- c. No overtime shall be worked without the approval of the supervisor.
- d. Employees shall not be required to suspend work during regular hours to absorb overtime.
- e. Overtime shall be paid in half hour (1/2) hour increments as follows:
 - 0-30 minutes = 1/2 hour
 - 31-60 minutes = 1 hour
- f. When computing overtime, sick leave or vacation time taken during the workweek will be considered as time worked.
- g. An overtime list shall be maintained every week and posted in each department for the purpose of allowing the employees working in that department to have the option of working available call-out overtime.
- h. Employees of each department, who are willing to work call-out overtime hours, shall sign the overtime list, in order of seniority in their department and will be called out to work available call-out overtime hours in rotating order. First name on the list will be called first, then the second name, etc. In the event that person whose name appears on the list refuses the overtime, he/she will be skipped until his/her name comes back around. Employees may, at their discretion, put their name on or off the list. When putting their name on the list, it will be put on in placement of seniority. If sufficient numbers of workers are unavailable, the supervisor shall call out employees in inverse order of seniority for call out situations only. In such an event, the least senior qualified employee shall be required to work the designated overtime. A new list will be posted on the first working day of each six (6) months. In the event management does not call in the rotating order on the call out list, grievied employee can file a time slip.
 - a. Three Strikes: If management attempts to call out an employee and the employee declines the call out three times, that employee will be removed from the call out list for six months.

- i. It is not the intention of the parties to have employees work overtime in departments or positions for which they are not trained, licensed, or qualified. Overtime worked in departments other than the department in which the employee works shall not be allowed except in preventing the layoff of full-time employees or in bona fide emergency and at the explicit direction of the Employer.
- j. There will be four call out lists: Maintenance/Mechanic, Water, Sewer, and Utilities by seniority. Management has the discretion to apply the lists as necessary for the business of the City. Employees who are called out may be utilized in other areas for a specific job if qualified.
- k. There shall be no compounding or pyramiding of overtime pay, holiday pay, or premium pay, and only the highest applicable rate will be paid.
- l. In departments if the relief is not available to work, the employee on his/her day off will be called first to work the available overtime from the call-out list. If the employee on his/her day off is not available, then the other employees may split the shift or part of the shift as agreed to by the employees within each department. "If an employee is working on a task that carries them into overtime hours, and management approves, the employee is provided the option to continue on the task before another employee is called out."
- m. Scheduled overtime may be offered by seniority first and then by inverse seniority if numbers of employees are not achieved.

Section 3. Compensatory Time: Employees under this Agreement may receive compensatory time in lieu of overtime payment in compliance with provisions of the Fair Labor Standards Act, as amended, and guidelines set down will be operative in all respects.

Employees may bank up to one hundred ~~twenty (20)~~ twenty (20) hours ~~of comp time at any one time, each year.~~ Comp time may be cashed out twice per fiscal year with a limit of one hundred (100) hours in one year, with deadlines of last payroll in May and last payroll in November (time tickets are due Monday at 8:00am the week before payroll). Requests must be in writing to the payroll clerk (utilizing the form provided by the City), ~~and any amount of available hours may be requested.~~

Section 4. Call-Outs: Each and every call-out will be for a minimum of two and one-half (2 ½) hours pay. All time worked will be compensated at one and one-half (1 ½) times the regular rate of pay. The actual time spent in travel to and from the job during the call-out will be considered as time worked. When employee leaves Employer's premises, call-out is over.

Section 5. Persons on vacation or sick time will be skipped for call-outs. Such person will be skipped during said call-out and retain position they had on the list.

Section 6. Standby Pay. Standby Duty: Employees who are required by the appropriate authority to remain available at all times, while off regular duty, on standby for emergency callouts, shall be compensated for all standby time at a rate of \$2.00 per hour.

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Employees will be given 24 hours' notice prior to being placed in standby status. Once notice of standby status is given, employees shall remain on standby status until the employee's next regularly scheduled shift (which includes any vacation, sick, or compensatory leave), or unless otherwise mutually agreed upon by employee and employer. There will be four call out lists: Maintenance/Mechanic, Water, Sewer, and Utilities by seniority. Management will maintain and post the on standby status schedule. Participation in this Call Out Pay program is strictly voluntary.

During standby status employees must be fit for duty, and not under the influence of drugs or alcohol, have appropriate transportation (if necessary) and available via telephone during all hours they are scheduled for standby. Employees who are on the Standby Schedule for at least 127 hours per month shall receive a \$30 cell phone stipend. Employees must immediately respond to incoming phone calls and handle the calls as needed, which may include reporting to a work site. Standby pay shall be interrupted for all actual hours worked at the overtime rate. Call out/overtime pay begins upon notification to report provided the employee arrives within 45 minutes of receiving the call. Employees reporting beyond the 45-minute window will commence pay upon arriving at a city facility or worksite.

ARTICLE X -HOLIDAYS

Section 1. Employees will receive straight time pay at their basic hourly wage for each of the following named holidays:

- | | |
|--------------------------------|--------------------------------------|
| 1. New Year's Day | January 1 st |
| 2. Martin Luther King Day | 3 rd Monday in January |
| 3. Presidents' Day | 3 rd Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 th |
| 6. Labor Day | 1 st Monday in September |
| 7. Columbus Day | 2 nd Monday in October |
| 8. Veterans' Day | November 11 th |
| 9. Thanksgiving Day | 4 th Thursday in November |
| 10. Christmas Day | December 25 th |
| 11. State General Election Day | When applicable |

Any day declared a legal holiday by the President of the United States and the Governor of Montana, with the concurrence of the Mayor of the City of Laurel. All accumulation of holiday pay shall be in accordance with the Montana Operations Manual (MOM).

Section 2. Part-time employees shall receive holiday pay on a pro-rated basis, based on their average hours worked.

Section 3.

- a. If any holiday falls on Sunday, the Monday following is a holiday, as provided in 1-1-216 MCA. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, except as provided for in ARM 2.21.620(3).
- b. The employee shall receive holiday benefits and pay for work performed on the day the holiday is observed, unless the employee is scheduled or required to work on the actual holiday. If the employee is scheduled or required to work on the actual holiday, the actual holiday shall be considered as the holiday for the purpose of calculating holiday benefits and pay for the work performed on a holiday. The employee will receive either holiday benefits for working on the day the holiday is observed or for working on the actual holiday, but not both.

Section 4. Work performed on the holiday will be paid at one and one-half (1 ½) times the regular rate of pay for hours worked in addition to holiday pay, unless the employee has elected to accumulate such holiday in accordance with Section 6. Holiday pay ~~is for eight (8) hours~~ will be paid at the number of hours that are regularly scheduled for that day. An employee who is scheduled for a day off on a day which is observed as a legal holiday shall be compensated for either on a straight time basis, by accumulation, a regular day's pay or another day off.

Section 5. If a holiday falls on an employee's annual vacation, or while an employee is on approved sick leave, the employee shall be compensated by either receiving eight (8) hours pay at their regular straight time rate of pay or by a one-day extension of their vacation leave, at the employee's option, and not be charged as sick leave or vacation.

Section 6. Employees may accumulate up to fifteen (15) holidays to be taken by request and granted time off by the immediate supervisor. After fifteen (15) days have been accumulated, the employee must accept pay for the holiday worked. The dates when employee's accumulated holiday leaves shall be granted shall be determined by agreement between each employee and their immediate supervisor, with regard to seniority, in the best interest of the Employer, as well as in the best interest of each employee.

Section 7. The Library Director shall determine what day of the week a holiday will be effectively documented on in regards to compensation and day off work.

ARTICLE XI - ANNUAL VACATION LEAVE

Section 1. Each full-time employee earns paid vacation as follows:

	Work day credit per year*
1 day through 10 years	15
11 years through 15 years	18
16 years through 20 years	21
21 years and over	24

*Based on an eight (8) hour day

An employee is not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. An employee working nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits after completing the six (6) month qualifying period.

In order to qualify, such employee must immediately report back for work when operations resume in order to avoid a break in service.

Section 2. A part-time employee is entitled to pro-rated vacation benefits after working the qualifying period of six months.

Section 3. Vacation credits may be accrued to a total not to exceed two (2) times the maximum number of days earned annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited.

Section 4. Annual vacation for purposes of the Annual Vacation Calendar/List is defined as: Annual Leave (banked and anticipated under the CBA). Annual Leave for the purposes of the Annual Vacation Calendar/List does not include Compensatory Time or Personal Leave Hours. Vacations must be requested in writing and approved by the department head. The annual vacation shall be requested by March 1st for each twelve (12) month period and entered on the department vacation calendar. Vacation time may be split. The practice for documenting Annual Leave on the Annual Vacation Calendar/List shall include four lists: Water Plant, Sewer Plant, Utilities, Maintenance Shop. Any conflict in schedules will be determined by seniority, the Employer's best interest, and the best interests of the employee. There may be two (2) people allowed off at one time from June 1st through September 30th and three (3) people allowed off from October 1st through May 31st within the Public Works Maintenance Department. There may be one (1) person allowed off from June 1st through September 30th and two (2) people allowed off from October 1st through May 31st within the Public Works Utility Department. All parties concerned have ten (10) working days from the time the approved vacation list is posted to make corrections. Vacation requests after March 1st shall be on a first come, first served basis. If vacation leaves have been approved by all parties concerned and granted, seniority cannot affect or change the leave.

Cancellation Policy: Employees must provide management with two (2) weeks' notice to cancel dates from the Annual Leave Calendar/List, otherwise the employee seeking the cancellation, if not approved by Management, will be required to utilize the previously-identified vacation dates. Management may use its discretion to make exceptions to this policy for emergency situations.

Section 5. Leave Requests and Responses: Employee must submit leave request for more than four (4) consecutive days at least seven (7) days prior to the requested leave. Employer shall respond no later than five (5) working days prior to the leave requested. Employee must submit leave request for less than four (4) days at least two (2) days prior to the requested leave. Employer shall respond no later than one (1) working day prior to the leave requested.

Section 6. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.

Section 7. Leaves of absence without pay may be used to extend regular vacation with prior approval of the employee's immediate supervisor.

Section 8. An employee who terminates his/her employment with the Employer shall be entitled, upon the date of such termination, to cash compensation for any unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 1.

In the event, however, an employee transfers between departments of the Employer, there shall be no cash compensation paid for the unused vacation leave. In such a transfer, the receiving department assumes the liability for the accrued vacation credits transferred with the employee.

Section 9. In the event of the death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay providing the proper forms designed by the City Clerk/Treasurer's office have been signed and are in the employee's file.

Section 10. Vacation charges and credits shall be charged to the nearest ~~full~~-half hour.

Section 11. The Employer shall not terminate or separate an employee from employment in an attempt to circumvent the provisions of this Article. Should any question arise under this Article, it shall be submitted to the grievance procedures.

ARTICLE XII - SICK LEAVE

Section 1. Sick leave means a leave of absence with pay for sickness suffered by an employee or his/her immediate family. Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive medical or dental examination or treatment.

Section 2. Each full-time employee of the Employer is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, one (1) day per month up to twelve (12) working days per year sick leave at regular pay. Proportionate sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days he/she may accumulate.

Section 3. An employee may not accrue sick leave credits during a continuous leave of absence without pay that exceeds fifteen (15) working days. Employees are not entitled to be paid for sick leave under the provisions of this article until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.

Part-time employees receive pro-rated sick leave credit. Temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

Section 4. An employee who terminates employment with the Employer is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the employee terminates their employment with the Employer.

However, when an employee transfers between departments, the employee shall not be entitled to a lump sum payment. The department receiving the transferred employee shall assume responsibility for the accrued sick leave.

An employee who receives a lump sum payment pursuant to this article and who is re-employed by the Employer shall not be credited with any sick leave for which he/she has previously been compensated.

Sick leave charges in excess of earned sick leave credits may be charged to earned and available leave or leave without pay at the employee's option with the department head's approval.

Section 5. Sick leave is for the benefit of the employee or his/her immediate family members who are sick and is not intended to be additional time off with pay. Abuse of sick leave or the falsification of illness, injury, or other authorized claim misrepresenting the actual reason for charging an absence to sick leave, or the use of sick leave for any unauthorized purposes, become cause for termination. The Employer must be able to substantiate any charges of sick leave abuse that result in the employee's dismissal.

Section 6. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

An employee on sick leave shall inform management of the fact as soon as possible.

After the third consecutive day of sick leave, a medical certification may be required by the Employer. If the Employer requires a medical certificate, the Employer will pay the cost of such certificate.

Section 7. Sick Leave pertaining to shift personnel:

- a. Relief person will work for an employee who is on sick leave unless it is an overtime situation; then the Employer will follow the call-out list.
- b. Employees working during another employee's illness, if an overtime situation, will submit extra time to their supervisor on the daily time report, which will be paid at one and one-half (1 ½) times their hourly rate.

- c. Shift personnel on sick leave will inform the plant operator as soon as possible to cover shift, and document with management by the following morning.

Section 8. Sick leave charges and credits shall be charged to the nearest ~~full~~-half hour.

Section 9. Employees covered by the Montana Workers' Compensation Act are entitled to benefits administered under the provisions of said Act when they suffer injury or illness as a result of their employment. An employee may elect to use their accrued sick leave credits to supplement their Montana Workers' Compensation payments, but not to exceed their normal expected pay, in accordance with applicable laws of the State of Montana.

Section 10. In the event that an employee becomes incapable of performing the duties of his/her regular position through occupational illness or industrial accident, the Employer may transfer the employee without loss of pay to a position for which he/she is qualified, provided the change can be accomplished without displacing another employee.

Section 11. Emergency Sick Leave:

- a. Emergency sick leave is defined as a necessary absence due to (1) the illness of a member of the employee's immediate family; or (2) the death of a member of the employee's immediate family.
- b. An employee's immediate family includes: spouse, children, parents, grandparents, grandchildren, brothers, sisters, in-laws, step relatives, household dependents, and all the same relation of the employee's spouse.
- c. Emergency sick leave charged against an employee's sick leave credits shall not exceed a total of five (5) working days per illness in the immediate family. In addition, emergency sick leave charged against an employee's sick leave credits shall not exceed a total of five (5) workdays for each death in the immediate family.

ARTICLE XIII - LEAVE WITH OR WITHOUT PAY

Section 1. Military Leave: Upon formal request, either oral or written, for military leave, a regular or temporary full-time employee, who is a member of the organized state militia or the reserve military forces of the United States, and who has satisfactorily completed six (6) months of employment, is eligible to receive up to fifteen (15) working days, with pay, per calendar year of military leave. Any part-time employee meeting the above requirements is eligible to receive pro-rated military leave. The employee will submit a copy of their military orders, upon receipt, to the Employer to substantiate such leave request.

An employee who has not completed six (6) months of employment is not eligible to receive military leave with pay; however, he/she will be given leave without pay to attend cruises, encampments, or other similar training upon formal request, either oral or written, for such leave. The employee will submit a copy of their military orders, upon receipt, to the Employer to substantiate such leave request.

Section 2. Family Medical Leave: Subject to any changes that may occur to the Family and Medical Leave Act, as amended, during the course of this Agreement, after completion of fifty-two (52) weeks employment, and a minimum of 1250 hours worked in the year preceding the leave, unpaid leave, not to exceed twelve (12) workweeks in a twelve (12) month period for reasons of bona fide serious health condition, child or family care, or other allowable care, may be granted. All leaves are to be requested in writing and shall state the reason for the leave and the date desired. A doctor's certification may be required for any medical or family leave. All leaves shall be granted only in writing by the CAO/Mayor. Upon the expiration of the leave, or upon notification of intent to return, the employee will be returned to their original position, or one equivalent in the employee's classification. Notwithstanding the provisions of the Family Medical Leave Act (FMLA), the reinstatement of an employee returning from FMLA leave shall not displace any bargaining unit employee, or limit another employee's hours of work, who was a member of the bargaining unit upon commencement of such leave, except as may be mutually agreed to by the Union and the Employer.

While on a family medical leave of absence, any employee benefits will be continued in the same manner that would have been provided had the employee not taken any leave. If the employee fails to return from such a leave, the employee may be required to repay such extended benefits.

Section 3. Bereavement Leave: Upon the death of a member of the employee's immediate family, an employee may be granted up to three (3) working days off with pay. In addition, up to five (5) additional days of bereavement leave may be charged to sick leave by approval of the CAO/Mayor or Designee. Days are to be considered eight (8) hours.

Employees shall be granted leave not to exceed four (4) hours to attend the funeral of fellow employees.

Section 4. Jury Duty: Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward all the fees to the Employer. Juror fees shall be applied against the amount due to the employee from the Employer. However, if an employee elects to charge his/her juror time off against annual leave, he/she shall not be required to remit to the Employer any juror fee, expense, or mileage allowance paid by the Court.

An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit witness fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowances paid him/her by the court.

The Employer may request the court to excuse the employee from jury duty if they are needed for the proper operation of the department.

Section 5. Other Leaves With or Without Pay:

- a. After satisfactory completion of the probationary period, leaves of absence may be granted for good and sufficient reason with prior approval of the Employer. Leaves may be used for personal business requiring the employee's attention and other reasons mutually agreed upon. Employees may take leave of absence without loss of pay or charge against other leave and if the work schedule allows. Requests for leave of absence without pay shall be submitted in writing by the employee to his/her department head. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- b. The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "Duly authorized representatives of the Union". "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the Employer.
- c. Any employee subject to this Agreement, elected or appointed to public office, shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disability certified by a licensed physician.
- d. Leave, with or without pay, may be granted for attendance at a college, university or business school for the purpose of training in subjects related to the work of the employee that will benefit the employee and the Employer.

Section 6. Personal Leave: Those covered under the working agreement receive 48 hours of personal leave to be utilized each calendar year of the agreement (subject to proration for part-time employees). Arrangements for this time-off will be made with the supervisor. There will be no cash out on personal time and such time is use it or lose it. Eight hours of the 48 hours of Personal Leave is in lieu of Juneteenth, subject to proration for part-time employees. If the State Legislature recognizes Juneteenth as a holiday, these eight hours will sunset. For July 1, 2026 through December 31, 2026 each employee will receive 24 hours of personal leave. January 1, 2027 will be the first full year of the benefit.

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- a. Incentive Program: Employees who do not have an unscheduled absence (without a doctor's note indicating the necessity of such absence) on a quarterly basis shall receive an additional 8 hours of personal leave (subject to proration for part-time employees) added to their leave bank on a quarterly basis. The quarters shall be January through March, April through June, July through September, and October through December. Quarters may not be overlapped, for purposes of determining unscheduled absences.

ARTICLE XIV - WORKING CONDITIONS

Section 1. Separations: Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service and reason for leaving.

Section 2. Union Bulletin Boards: The Employer will allow the Union to place Union- owned bulletin boards in convenient places in any work area to be used for Union business.

Section 3. Off-Duty Meetings: Employees shall be compensated at the rate of time and one- half (1½) their regular rate of pay if required to attend a meeting on their own time. If an employee is called out for a meeting, such employee shall be paid for a call-out.

Section 4. Education Conference: The Employer agrees that time off with pay may be granted to an employee to attend an education conference, seminar, or convention with the mutual consent of the department head and the employee. In the event an employee needs to earn education credits to maintain a license or certification, which belongs to the employee, the employee will furnish the Employer in writing the number of credits earned and to which license or certification the educational credits are to be credited.

- a. The parties agree that, in evaluating the necessity of attendance at educational conferences, Management shall utilize fair and equal evaluation in treatment and training opportunities and what is in the best interests of the Employer.

Section 5. Past Practices: The Employer agrees to recognize that wages will not be reduced because of this Agreement. The Employer further agrees that working conditions and benefits enjoyed by employees will continue by the adoption of this Agreement, subject to budgetary limitations and analysis of departmental requirements.

Section 6. Visits by Union Representatives: The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, AFL/CIO shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided that the representative notifies the Public Works Supervisor, Library Director, or City Hall Official.

Section 7. Supervisor's Performance of Bargaining Unit Work: No supervisory or management employee shall perform duties of a bargaining unit employee, except infrequent work of short duration due to severe emergencies to avoid accident or injury, or to maintain the public's health and safety. If supervisory or management employee does perform bargaining unit duties, employees covered by Agreement can file a time slip for said duties. No time slip can be for work performed during work hours.

Section 8. Commercial Driver's License: If an employee is required to maintain a commercial driver's license as part of his/her job description, the Employer will pay for the D.O.T. medical certificate and all monies above the required normal operator's license. Any endorsement not required by the Employer will be at the employee's expense.

Section 9. Labor Management: The parties agree to meet and establish a Labor/Management Coordinating Committee. The committee shall establish agreed upon ground rules that govern the committee's operations. It is the goal of the committee to meet on quarterly basis.

ARTICLE XV - HEALTH, SAFETY AND WELFARE

Section 1. Montana Workers' Compensation Insurance: The Employer shall maintain and provide Montana Workers' Compensation insurance on all employees. Each employee must, within twenty-four (24) hours, verbally if physically possible, or seventy-two (72) hours of the accident, report in writing to the Employer any personal injuries received in the course of employment. Each employee must give notification to their immediate supervisor during the work shift, except in cases of emergency and if the supervisor is not accessible when the accident occurs. Failure to do so may result in the loss of benefits.

Section 2. Health Plan: The Employer shall provide a health plan available to full-timefull-time employees and their dependents. The Employer shall pay the premium for each full-timefull-time employee and their dependents as follows:

- a. The Employer shall maintain an insurance program substantially equivalent to the existing program as previously approved by the Insurance Committee, unless changed pursuant to the recommendations of the Insurance Committee, with the following Employer contribution limitations:

Employee Only	\$1,010.93/month, with increases equal to the single rate
Employee/Child(ren)	\$1,100.00/month
Employee/Spouse	\$1,100.00/month
Employee/Family	\$1,100.00/month

The Labor Management Committee (LMC) shall discuss all matters of the insurance program and distribute information to all participants of the program.

Section 3. First Aid Kits: The Employer shall provide and maintain first aid kits in convenient places in each work area. "Work Areas" shall be determined by the supervisor or lead worker.

Section 4. Safety: Safety is everyone's business. The Employer will provide and maintain all safety gear (i.e. hard hats, crash helmets, rain gear, rubber boots, rubber gloves, goggles, and prescription safety glasses) and all other equipment required by MOSHA. Each employee is to wear and/or use safety equipment furnished, or required by the Employer, including the use of seat belts, safety vests, hard hats, hand, eye, and body protection gear as appropriate. All such safety equipment furnished by the Employer shall be kept in the employee's locker when off duty. Employer shall issue specific guidelines in the use of safety equipment and safety practices. Failure to use safety equipment furnished and following safety guidelines may lead to disciplinary action. Replacement of said safety equipment will be done by mutual agreement between Employer and employee.

- a. City will handle purchasing of safety footwear and retain receipts/documentation. The City shall only be responsible to pay \$200-250 toward the purchase of safety footwear. Any amount above the \$200-250 shall be paid by the Employee. If a new employee separates employment with the City before fulfilling six (6) months of employment, the boot stipend amount will be deducted from the employee's final paycheck. If Safety footwear is damaged, in need of repair, or replacement due to working conditions, the employee must

notify supervisor for repair or replacement. Safety footwear must meet current ANSI standards. Safety footwear must be worn during work hours.

- b. Safety prescription glasses (must meet current ANSI standards) will be provided by Employer for employees that are in need of prescribed corrective lenses. Prescription safety glasses will be purchased at the vendor chosen by the Employer. Employer authorization must be given to employee prior to ordering through Employer vendor. Employees in need of new prescription safety glasses due to prescription change will notify Employer. Employer will cover cost of the new prescription lenses. Employer will provide prescription safety glasses annually by mutual agreement or every two (2) years.

The Union, Employer, and individual workers shall cooperate in complying with the general safety standards and special standards as required by the State Department of Labor and Industry, MOSHA, OSHA, and the Employer's Safety Standards. MOSHA inspections - the Steward from the work area being inspected may accompany the state representative on any such inspections.

No employee shall be required to perform services that may seriously endanger his/her physical safety. Refusal by the employee, with valid and substantiated reason, will not warrant or justify suspension, dismissal, or other disciplinary action.

Section 5. Safety Committee: A Safety Committee shall be established and shall consist of a Shop Steward from each department, the department heads, the Union president, and the CAO/Mayor or their designee(s).

The Safety Committee:

- a. Shall meet no less than four (4) times each year, or as needed, at a time and place mutually agreeable.
- b. Shall review all on-the-job safety hazards, unsafe equipment, tools, vehicles, and other unsafe working conditions affecting employees covered by this Agreement.
- c. Shall investigate all reported accidents or injuries occurring in the workplace or involving Employer equipment or personnel.
- d. Shall submit recommendations to the Employer for corrective action as appropriate.

The Employer shall review and take action on all recommendations of the Committee in a timely manner for the benefit of the health and welfare of all employees.

Section 6. Unemployment Insurance: The Employer shall make all necessary arrangements to insure that all employees covered by this Agreement will be covered with Unemployment Insurance.

Section 7. Drug and Alcohol-Free Workplace: It is agreed that all employees are prohibited from unauthorized use, consumption, distribution, or unauthorized possession of controlled substances, including but not limited to prescription drugs and medical marijuana (illegal drugs),

or alcoholic beverages while on duty; to unlawfully manufacture, distribute, dispense, possess, or use a controlled substance, including but not limited to prescription drugs and medical marijuana, or an illegal drug at the worksite or in any Employer-owned vehicle; or reporting to work under the influence of medical marijuana or other illegal or prescription drugs and/or alcohol. Employees who are required to possess a CDL for their positions are subject to this section, as well as all federal DOT regulations/requirements.

As a condition of employment, each employee must abide by the terms of this policy and notify the CAO/Mayor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. In the event the employee is operating in a department funded in whole or part by a federal grant, the sponsoring appropriate federal agency will be notified of such conviction within ten (10) calendar days after receiving notice of the conviction.

Discipline for any violation will be in accordance with the disciplinary procedures that may include suspension and/or termination. As an alternative to termination, the employee may be referred to available drug and alcohol abuse assistance or rehabilitation programs.

ARTICLE XVI - JOB POSTING

Section 1. When a new position is created or a vacancy occurs in any existing position listed under Addendum "A", Employee Classification Program, the Employer shall prepare and furnish to the union secretary and post in places to be agreed upon by the Employer and the Union stating, among other things: location and title of position to be filled, a listing of the essential job functions, principal duties, minimum qualifications, hours of work, assigned days of rest, salary range of the position, whether the position is a regular established position or temporary (if temporary, how long it is probable that the position will continue), the starting date of the assignment; last day when applications will be received and accepted, and to whom the applications shall be filed.

- a. When a vacancy or newly-created position is posted when an employee is on vacation, sick leave, or any approved leave, the employee has two (2) working days to bid for such position after he/she returns to work.
- b. If a position is vacant due to an employee bidding another position in the City, the position vacated will be bid as temporary or left vacant until the previous employee has completed his/her probationary period or posted as vacant.
- c. Employer shall post such vacancies in all departments for a period of no less than five (5) working days. Prior to opening any position listed in Addendum A to the public, full-time/part-time/seasonal/permanent employees will be allowed to bid the position first. The employee must meet the "minimum requirements" as stated by the City.
- d. An employee who bids into a new position may not bid into another position until he/she completes his/her probationary period, unless agreed by the Union and the Employer that such action is in the best interest of the Employer.

- 1) Exception: If no employee bids a position, the employee who is serving the probationary period may bid for the position within three (3) working days after the closing date of the bid;
 - 2) Exception: If an employee is disqualified by the Employer from their position during their probationary period and reverts back to the originally-held position, such employee may then bid other jobs;
 - 3) If more than one employee bids, the procedure for awarding will be the same as for bidding a position.
- e. If no qualified employee bids on a posted position, the Employer may search outside its current employees for an applicant to fill such position.
- f. The Employer shall not bid a vacated position where an employee will be first assigned as temporary and then regular full-time position unless the Employer is prepared to fill the fully-funded position within two (2) weeks of the closing date of the final bid. No employee shall be awarded such a position and be held in their old position for a period that exceeds two (2) working weeks.

Section 2. The filling of any vacancy through promotion shall be done so in accordance with Article captioned "Seniority" of this Agreement. Any salary adjustments shall be made in accordance with Addendum "B".

Section 3. When a senior employee, who has applied for a posted position, is not assigned the position, he/she shall upon request, be entitled to be advised in writing the reason he/she did not receive the assignment. If not satisfied with the reason stated, he/she may invoke the grievance procedure as outlined in this Agreement.

Section 4. During the transferred employee's training period, the employee has the right to revert back to their previously held position within the first thirty (30) days of the twelve (12) month training period. No union employee may revert more than two times in a five-year period.

- a. If a transferred employee does not pass the licensing test in the one (1) year allowed to meet the job description of said position, the training period may be extended by mutual agreement of Employer and Union.

ARTICLE XVII – DISCIPLINE

Section 1. Penalties for violations of Policy are outlined in Addendum "D" to this Agreement.

Section 2. If the Employer determines at any time during an employee's initial twelve (12) month employment probationary period that the service of the probationary employee is unsatisfactory, the employee may be discharged upon written notice from the Employer without recourse through the grievance procedures.

Section 3. For the purposes of discipline, Employer may utilize an oral admonishment and written documentation of the oral admonishment, letters of warning, caution or reprimand. In addition, notices of suspension (with or without pay) or dismissal must be provided in writing. Employer may select the form of discipline utilized depending upon the facts and circumstances of the violation in accordance with Addendum "D" to this Agreement.

Section 4. Written documentation of oral admonishments, letters of warning, caution or reprimand shall be considered temporary contents of an employee personnel file. Each writing or letter may be removed and destroyed pursuant to the following procedure:

- a. Employee may submit a written request for removal of a letter of discipline one year after the date of the written letter was issued. The written request shall be submitted to Employee's immediate supervisor.
- b. Employee (accompanied with a union representative if employee wishes) and the supervisor who authored the letter shall meet within five (5) working days unless extended by mutual agreement. Employee and supervisor shall discuss the circumstances surrounding the written disciplinary action and the Employee's conduct since the issuance of the letter.
- c. The supervisor and employee (accompanied with a union representative if employee wishes) shall request a meeting with the Chief Administrative Officer/Mayor/Library Director. The meeting must take place within five (5) working days, or extended by mutual agreement, for the consideration of the employee's request for removal of the letter at issue. The CAO/Mayor/Library Director shall render his/her decision within five (5) working days of said meeting or extended by mutual agreement.
- d. If the supervisor who issued the written discipline no longer works for the Employer, employee may file his request with the CAO/Mayor/Library Director for consideration and processing as provided in this Article.
- e. Written documentation of oral admonishments, letters of warning, caution or reprimand may be retained by the Employer in files other than the employee personnel file only for the purpose of preserving evidence for subsequent legal proceedings that the Employer may be a party to if legal proceeding is filed within the applicable statute of limitation.

Section 5. Employees may inspect and receive copies of any material placed in their personnel file. Employees may be charged for the cost of copying such materials at the rate set in the Schedule of Fees and Charges in effect at the time of said request.

Section 6. No disciplinary material may be placed in an employee's personnel file without the signature or initials of the employee upon it indicating he/she has been shown the material. If an employee declines or refuses to initial or sign the disciplinary material, Employer may satisfy the requirements of this Section by noting that the employee refused to sign the disciplinary material and the date of such refusal.

Section 7. Any disputes under the Article shall be resolved through the Grievance Procedure contained herein beginning at Step 2 of Section 5 in Article XVIII.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1. Definitions:

“Grievance” is defined as an employee’s alleged violation of a specific term of this Agreement or an employee’s dispute regarding an interpretation of the Agreement.

“Grievant” shall mean a bargaining unit employee (“Employee”), Union Member, member or Employer.

“Union” shall mean the Local 316, American Federation of State, County and Municipal Employees, AFL-CIO

Section 2. Agreement and Purposes:

- a. Employer and the Union agree that there shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.
- b. It is the desire of the Employer and the Union to address grievances informally; both parties commit themselves to make every effort to resolve problems when they arise. Direct communication and discussion should result in a full disclosure of acts and a fair and speedy resolution to most complaints arising out of day-to-day operations. If the grievance is not resolved informally, the following procedure will apply.
- c. Each grievance will be submitted separately except when the Employer and the Union mutually agree to have more than one grievance handled in one procedure.
- d. Grievances by the Employer, should they occur as a result of official Union activities or actions, shall be presented directly by the City’s CAO/Mayor to the Union President within fifteen (15) calendar days of the date upon which he/she became aware of the situation prompting the grievance. The Union President shall provide a written answer within fifteen (15) calendar days.

Section 3. Procedures: The following procedures shall be used by a Union member when seeking relief of his/her Grievance under this agreement.

- a. A Grievance not filed or advanced by the Grievant within the time limits provided in this section shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer to answer within the time limits set forth in any step will entitle the grievant to advance the grievance to the next step.

- b. A Grievance by the Union, after attempting to informally resolve the Grievance, shall be in writing and commence at Step 3.

Step 1. Public Works Director

An Employee (“Grievant”) who believes he/she has a grievance shall file a written grievance within a period of fifteen (15) days after the occurrence giving rise to the grievance or after the failure to informally resolve the grievance. The grievance shall be reduced to writing in the form of a petition indicating the specific term(s) of this Agreement violated or misinterpreted, facts supportive of the grievance, and the specific relief sought. The written grievance shall be filed with the Public Works Director. The Public Works Director shall meet with the grievant and issue a written decision and disposition of the grievance within fifteen (15) days of the meeting. If the grievant is a court clerk, he/she shall file his/her grievance with the City Judge for consideration hereunder. If the grievant is a librarian, they shall file their grievance with the Library Director for consideration hereunder.

Step 2. Union Member Grievance Presentation to the Union

If the grievant is not satisfied with the decision and disposition through Step 1, the grievant shall submit the grievance petition to the Union within five (5) calendar day’s receipt of the decision issued pursuant to Step 1. The Union, upon receipt of the written and signed grievance petition, shall determine if a valid grievance exists. The Union shall have fifteen (15) calendar days to provide a response to the Union Member. If the Union determines no basis for a grievance exists, no further action on the part of the Union is necessary since the grievance shall be considered null and void. If the Union determines, by a majority vote, that a valid grievance exists the grievance shall proceed to Step 3.

Step 3. Appeal to the City’s Chief Administrative Officer/Mayor/Library Board

If the grievance remains unresolved and the Union determines a valid grievance exists pursuant to Step 2, the Union or grievant shall have fifteen (15) calendar days after the Union’s decision in Step 2, to appeal to the City’s CAO/Mayor/Library Board. The CAO/Mayor/Library Board shall issue a written decision on the grievance within fifteen (15) calendar days. No Union Member may take any grievance to Steps 3-5 if the Grievance is not approved or otherwise sanctioned by the Union. Upon mutual agreement of the Union and the City, the parties may elect to bypass Step 3 and move directly to Step 4 of the Grievance Procedure.

Step 4. Appeal to the Grievance Committee

The Union and Employer shall utilize a Grievance Committee as provided herein for Appeals of decisions rendered pursuant to Step 3. The Grievance Committee shall constitute three members. The Members must include a Union member, an Employer representative and a Mediator from the Montana Department of Labor and Industry, Board of Appeals, or if unavailable, a neutral third member agreed upon by both parties. The Grievance Committee for each grievance shall be formed and selected by random name draw. The Union and Employer shall provide each other the names of at least three representatives who are willing to serve on the Grievance Committee by January

1 of each year. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

The Union President and City's Chief Administrative Officer shall meet and form the Grievance Committee by random draw five working days after Step 4 is initiated. The Grievance Committee shall convene within ten (10) calendar days and shall conduct a hearing where the Union and Employer may present their arguments and any documentary evidence as part of the record. The Grievance Committee shall render a decision within fifteen (15) calendar days after the hearing. The Grievance Committee decision is final unless the Union or Employer elects to proceed to Step 5.

Step 5. Arbitration

The Union and Employer agree to submit to arbitration any grievance which has not been resolved through the above-enumerated grievance steps and procedures, provided it is submitted within ten (10) calendar days following the decision of the Grievance Committee. The Union or the Employer shall notify the other party in writing that the matter is to be submitted to Arbitration.

Note: For Library Employees involved in Arbitration, all instances of "Employer" reference the "Library Board of Trustees".

The arbitrator shall be selected by mutual agreement. If a selection is not possible, the Union and Employer shall jointly request a list of five (5) names from the Montana Board of Personnel Appeals. The parties shall, within ten (10) calendar days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the selected arbitrator. The arbitrator selected will be contacted immediately and asked to start proceedings at the earliest possible date.

If requested by a party or ordered by the arbitrator, a hearing shall be scheduled by the arbitrator in consultation with the Employer and the Union. The arbitrator shall issue a decision within 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no authority to extend, alter, or modify this Agreement or its terms, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The entire cost of the arbitration, excluding a party's attorney fees, shall be paid by the party found in default.

It is the mutually agreed that representatives of the Employer and the Union are the only proper parties to the arbitration proceedings, and the proceedings shall not be open to the public unless required to be an open meeting pursuant to law.

The Employer and the Union shall each bear their own attorney fees and expenses incurred through the arbitration. However, the party deemed unsuccessful, shall pay the cost of the arbitrator.

The time limits, as specified, may be extended by mutual consent of the parties.

ARTICLE XIX - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof. Any city ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

ARTICLE XX -TERMS, AMENDMENTS, AND MODIFICATIONS OF THE AGREEMENT

Section 1. The provisions of this Agreement shall be retroactively effective to July 1, ~~2023~~2026, and will remain in full force and effect until June 30, ~~2026~~2027. Wages for year two and year three of this contract may be opened in Spring of 2027 by written notice of either party before April 1, 2027. All provisions of this Agreement may be opened and negotiations shall commence in February of ~~2026~~2029. During the first week of February, the CAO/Mayor and the Union President shall meet and schedule the first session with the assistance of a mediator from the Board of Personnel Appeals to assist with scheduling Interest Based Bargaining. This Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other that it desires to make changes. In the event changes are desired, the parties shall seek forthwith to arrange a meeting for the purpose of negotiating changes and shall remain in full force and effect until negotiations are concluded.

Section 2. Neither party to the Agreement shall make unilateral changes in the terms of the basic Agreement, pending the settlement of the outstanding differences through mutually agreeable procedures.

In Witness Whereby: The parties, acting by and through their respective and duly authorized officers and representatives, have set their hands on this ~~2023~~2026.

For the City of Laurel:

For the American Federation of State, County and Municipal Employees, AFL-CIO

CAO/Mayor

President, Local #316

City Clerk – Treasurer

Local #316 Negotiation Committee

City Negotiation Committee

Local #316 Negotiation Committee

City Negotiation Committee

City Negotiation Committee

Local #316 Negotiation Committee

Local #316 Negotiation Committee

Field Rep., Montana Council #9,
AFSCME, AFL-CIO

CLASSIFICATION APPEAL

A classification appeal system shall be developed through the Labor Management Committee for the purpose of permitting employees covered by this Agreement, within the same classification, to appeal for an upgrade of the entire classification due to additional work duties, responsibilities, or changing work conditions within that classification.

A committee shall be established comprising three members of the City Council, the CAO/Mayor, appropriate Department Head, three bargaining unit members, a Library Board of Trustees Representative, and the City Clerk/Treasurer. This committee will meet to discuss such an appeal no later than thirty (30) days after such appeal is filed with the CAO/Mayor.

The committee shall hear testimony, examine documents and other pertinent materials and make their decision and recommendation to the City Council within forty-five (45) days of the CAO's/Mayor's receipt of the appeal. The Committee shall implement its decision beginning on the following month's first pay period.

All documentation, recommendations, and decisions shall be in writing.

ADDENDUM "A" - CLASSIFICATION

Grade	Classification
1	
2	
3	Maintenance Worker I Court Clerk I
4	
5	Court Clerk II
6	Utility Maintenance Worker II Court Clerk III Maintenance Worker II Water Plant Operator I Wastewater Plant Operator I
7	Mechanic
8	Water Plant Operator II Maintenance Worker III Wastewater Operator II Utility Maintenance Worker III
9	Water Plant Chief Operator Wastewater Plant Chief Operator

Library Classifications are as follows:

Assistant Director
Tech Services Librarian
Library Clerk I
Substitute Clerk
Library Clerk II

ADDENDUM "B" - WAGES

1. Effective July 1, ~~2023~~2026, each bargaining unit employee shall receive an increase of ~~57.00%~~ to their current base rate. ~~Effective July 1, 2024 each bargaining unit employee shall receive an increase of 4.00% to their current base rate. Effective July 1, 2025, each bargaining unit employee shall receive an increase of 3.00% to their current base rate.~~
2. The Employer shall compensate a newly-hired employee at ninety-five percent (95%) of the base rate for his/her classification grade for the first twelve (12) months of employment. After employee's successful completion of his/her twelve (12) month probationary period, the Employer shall compensate employee in accordance with the position's pay schedule.
3. The Employer shall immediately pay a transferred or promoted employee one hundred percent (100%) of the base rate for his/her classification grade if the transferred or promoted employee possesses the license(s) or certification(s) required for the position. If a transferred or promoted employee does not possess the license(s) or certifications(s) for the position, the Employer shall pay the employee ninety-five percent (95%) of the base rate for the position until employee successfully obtains the requisite license(s) or certifications(s). However, the employee promoted into an equivalent or higher-grade position shall begin at not less than the rate of pay of his/her previous position in the new grade. If the transferred or promoted employee fails to obtain the requisite license(s) or certification(s) for the position within one (1) year from the date of his/her transfer or promotion, the Employer may terminate the employee. Transferred or promoted employee retains no right to return to his/her former position, unless mutually agreed-upon between the employee and Management.
4. Employees will receive differential pay of seventy-five cents (\$0.75) per hour for the afternoon shift and one-dollar (\$1.00) per hour for the night shift in addition to any other compensation. If the day shift over lays into the night or afternoon shift by more than two (2) hours into and/or out of differential hours, said hours shall be paid at the appropriate differential rate for the actual hours worked.
5. Afternoon shift shall be hours between 3 p.m. and 11 p.m. Night shift shall be hours between 11 p.m. and 7 a.m. For employees working 10-hour shifts, differential pay will not begin until work that falls outside their regularly schedule shift occurs within differential hours.
6. When a qualified employee is temporarily assigned to a higher grade by management, that employee shall receive the wage rate of the step of the higher grade for the actual hours worked by the employee in that higher grade.
7. Union employees will be compensated at \$0.20/hour per DEQ Certification license with the appropriate job classification held by Union employee. Candidates that successfully complete the training program will be compensated \$0.20 for up to one license only. Transferring employees will not lose their \$0.20 per hour as long as they transfer to a position that requires a DEQ license.

8. Wastewater Treatment Plant Operator I wage will be increased by \$0.10 per hour, ~~based on the July 1, 2023 rate.~~

UNION 316 WAGES

<u>Position</u>	<u>7/1/2025 Adjusted Salary for Calculation % increases</u>	<u>Effective 7/1/2026 7.00% Increase</u>	<u>Effective 7/1/2027 .00% Increase</u>	<u>Effective 7/1/2028 .00% Increase</u>
<u>1</u>				
<u>2</u>				
<u>3</u>	<u>Maintenance Worker I</u>	<u>21.21</u>	<u>22.69</u>	
	<u>Court Clerk I</u>	<u>20.92</u>	<u>22.38</u>	
<u>4</u>				
<u>5</u>	<u>Court Clerk II</u>	<u>22.96</u>	<u>24.57</u>	
<u>6</u>	<u>Water Plant Operator I</u>	<u>29.03</u>	<u>31.06</u>	
	<u>Wastewater Operator I</u>	<u>29.03</u>	<u>31.06</u>	
	<u>Maintenance Worker II</u>	<u>28.33</u>	<u>30.31</u>	
	<u>Court Clerk III</u>	<u>25.02</u>	<u>26.77</u>	
	<u>Utility Maintenance Worker II</u>	<u>28.92</u>	<u>30.94</u>	
<u>7</u>	<u>Mechanic</u>	<u>29.39</u>	<u>31.45</u>	
<u>8</u>	<u>Water Plant Operator II</u>	<u>29.91</u>	<u>32.00</u>	
	<u>Wastewater Operator II</u>	<u>29.91</u>	<u>32.00</u>	
	<u>Maintenance Worker III</u>	<u>29.97</u>	<u>32.07</u>	
	<u>Utility Maintenance Worker III</u>	<u>30.58</u>	<u>32.72</u>	
<u>9</u>	<u>Water Plant Chief Operator</u>	<u>31.57</u>	<u>33.78</u>	
	<u>Wastewater Chief Operator</u>	<u>31.57</u>	<u>33.78</u>	
	<u>Library:</u>			
	<u>Assistant Director</u>	<u>24.57</u>	<u>26.29</u>	
	<u>Tech Services Librarian</u>	<u>21.16</u>	<u>22.64</u>	
	<u>Library Clerk I</u>	<u>15.07</u>	<u>16.12</u>	
	<u>Substitute Clerk</u>	<u>17.72</u>	<u>18.96</u>	
	<u>Library Clerk II</u>	<u>18.29</u>	<u>19.57</u>	

ADDENDUM "C" - LONGEVITY

Longevity Defined: Longevity means an employee's length of continuous loyal and faithful service with the Employer, irrespective of classification and/or assignment.

The number of years of longevity shall be computed from the date the employee started continuous employment with the City of Laurel. This date shall be called "date hired". Longevity raises shall be computed from the first day of the monthly pay period following the employee's date hired. In the event an employee has a break in service and returns to employment with the City of Laurel, said employee will be given a new "date of hire" for longevity purposes.

Longevity pay will be computed as follows: \$8.00 per month for each year of service.

**ADDENDUM “D” – MAXIMUM PENALTIES NOTES FOR 1ST, 2ND
& 3RD OFFENSE**

		1 st Offense	2 nd Offense	3 rd Offense
2.1	Bringing or using unauthorized alcohol or illegal drugs on City property or work place during working hours	Dismissal		
2.2	Reporting to work intoxicated from alcohol or other drugs	Referral for diagnosis and treatment	Suspension or Dismissal	
2.3	False statement on application	Dismissal		
2.4	Stealing from fellow employees, the public or the City	Dismissal		
2.5	Refusal to do work assigned	Dismissal		
2.6	Punching another employee’s time card	Dismissal		
2.7	Intentionally reporting incorrect production or falsifying records	Dismissal		
2.8	Abusive or threatening language to any supervisor or to any employee	Written reprimand	3-day suspension	Dismissal
2.9	Willful destruction on defacing City property	Dismissal		
2.10	Fighting on city property	3-day suspension	Dismissal	
2.11	Failure to report to your supervisor any accident you have while at work within current working shift	Written reprimand	3-day suspension	Dismissal
2.12	Horseplay	Written reprimand	3-day suspension	Dismissal
2.13	Unauthorized use of equipment or property	Written reprimand	3-day suspension	Dismissal
2.14	Leaving the work assignment during working hours without permission	Written reprimand	3-day suspension	Dismissal
2.15	Disregarding starting and quitting time for shifts and rest periods	Written reprimand	3-day suspension	Dismissal
2.16	Unexcused absence or persistent absenteeism	Written reprimand	3-day suspension	Dismissal
2.17	Abuse of sick leave policy	Written reprimand	3-day suspension	Dismissal
2.18	Absent of 3 days without notes	Dismissal		
2.19	Substandard quality of work	Written reprimand	3-day suspension	Dismissal
2.20	Disobeying safety regulations	Written reprimand	3-day suspension	Dismissal
2.21	Failing to notify your supervisor that you will be absent from work that day	Written reprimand	3-day suspension	Dismissal
2.22	Sleeping on duty	Written reprimand	Dismissal	
2.23	Failure to drive City vehicles in a safe manner	Written reprimand	3-day suspension	Dismissal

2.24	Discourteous or degrading service to citizens of the City	Written reprimand	3-day suspension	Dismissal
2.25	Insubordination	Dismissal		
2.26	Unauthorized distribution of written printed material of any description	Written reprimand	3-day suspension	Dismissal
2.27	Unauthorized solicitation or sales on premises	Written reprimand	3-day suspension	Dismissal
2.28	Willful violation on written rules, regulations polices or directives	Written reprimand	3-day suspension	Dismissal
2.29	Conviction of a felony	Dismissal		
2.30	Receiving 3 reprimand letters in 9 months	Dismissal		
2.31	Receiving 3 suspensions within 9 months	Dismissal		
2.32	Willful violation of any federal, state or local laws, excluding traffic	Dismissal		
2.33	Any employee required to have a valid drivers' license or CDL – conviction of DUI and failure to obtain a work permit	Dismissal		
2.34	Any employee required to have a valid driver's license or CDL and they fail to maintain insurability	Dismissal		
2.35	Failure to follow 49CFR Part 382 of Omnibus Transportation Employee Testing Act of 1991 and the DOT policies for CDL drivers	See specific Act for discipline required		
2.35	Sexual harassment or other unwelcome behavior of another employee or other person	Suspension or Dismissal	Dismissal	
2.37	Unauthorized possession of firearms on City property	Dismissal		

1. Employees, after completing their initial twelve (12) month probationary period, shall not be discharged except for just cause.
2. In all cases of suspension or discharge, the employee must be presented with a dated written statement outlining the reason for such action.
3. As noted, the preceding are maximum penalties, and circumstances will be considered in actual determination of penalties.
4. No verbal warnings shall be issued without a union representative present.

The foregoing enumeration of rules covering discipline and dismissal is primarily presented here by way of illustration and shall not exclude the Employer's right to discipline or dismiss employees for other just causes.

ADDENDUM “E” – DEQ TRAINING PROGRAM

The City of Laurel and the Union agree that a training program is in the best interest of both parties. The conditions of the training program are as follows.

1. A DEQ certified training pool will be offered to union employees in advance of future vacant positions that require DEQ certifications.
2. The DEQ training pool will consist of two (2) positions in each of the following categories: Water Plant, Sewer Plant, and Water Distribution. If the Montana DEQ requires more certifications (sewer collection as one example) in the future, the new category will also become eligible.
3. On July 1st of each contract year, the Public Works Director will post vacant categories in the DEQ training pool on the city/union bulletin boards for up to 14 days. A Union employee who desires to bid must submit his/her bid prior to 5:00 p.m. on the 14th day. Union employees may only bid one vacant position unless a vacancy remains after all Union employees have had the opportunity to bid. Employees that are on approved vacation or sick leave will be given an opportunity to bid upon their return.
4. Vacancies in the DEQ training pool will be awarded by Union seniority by hiring date. All Union employees covered by this contract are eligible to bid and for the training program.
5. Results of the Union employees selected for the training pool will be posted within 5 business days.
6. Selected training pool applicants will have 12 months to take and pass their respective certification test as administered by the Montana DEQ. In the case of failure to achieve the certification within 12 months, the pool applicant will be released from the training program to allow a vacancy for another Union employee to have the opportunity to enter the training program.
7. Training for the DEQ certifications may include working in the respected areas in order to become familiar with the operation, maintenance, and the terminology used in those areas. Training may include a shift change.
8. Upon completion of the training program with a successful DEQ certification, employee will receive the current agreed upon additional compensation for obtaining and possessing a current DEQ certification.
9. Certified employees not currently holding a certified position must bid vacant job openings in the areas or categories for which they hold certifications or they shall forfeit their additional compensation. Employee(s) do not forfeit the compensation if they are not awarded the vacant position due to a senior employee with the same certification(s) being selected for the vacant position. Training pool employees who fail to bid, for whatever reason, on a vacant position(s) as required, shall also forfeit any future openings in their

respected areas or categories for a period of five (5) years. Certified employees that are awarded the vacant position may not revert to their previous position however they shall be compensated 100% of the current wages for the position.

10. If a vacancy opens in one of the above-mentioned areas or categories and no certified employee exists, the City shall give a preference to Union employees who are participants in the training program over employees that are not in the training program, regardless of seniority. If there are no certified employee(s) or employees enrolled in the training program, the vacant position will be bid as outlined in the Contract for job posting.
11. City shall pay for training materials, certification testing, and continuing education credits for all DEQ certifications. Certified employees shall maintain their certification or immediately forfeit their right to the additional compensation in addition to the City releasing them from the training pool.
12. Compensation shall be paid pursuant to Addendum B.

ADDENDUM “F” – FLEX PLAN CONTRIBUTION

The City shall pay a \$700 flex/cash contribution per union employee during ~~the each of the 2023-2026 contract (fiscal) years.~~ each fiscal year of the negotiated contract, available by July 1 each fiscal year.

An employee is not entitled to any FLEX payments until they have been continuously employed for a period for six (6) calendar months.

Part-time employees will receive flex contribution on prorated budgeted hours worked.

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The City will provide guidance as to allowable claims for the flex usage for all covered employees.

If the employee elects to take the contribution as a cash payment, the employer shall withhold all requisite taxes pursuant to state and federal laws. Cash payouts must be submitted by the pay period end date of the fiscal year. All cash payouts during the year must be submitted the Friday before the pay period end date.

All contributions not used for acceptable medical claims, including insurance premiums, will revert back to the City at the end of the contract (fiscal) year.

File Attachments for Item:

4. Administration: Resolution - A Resolution Of The City Council Authorizing The Removal Of Former Mayor, David Waggoner, From All City Accounts.

RESOLUTION NO. R26-

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE REMOVAL OF
FORMER MAYOR, DAVID WAGGONER, FROM ALL CITY ACCOUNTS.**

WHEREAS, the City Mayor's (Mayor David Waggoner) resignation has resulted in the necessity for removal from all City Accounts; and

WHEREAS, the City Mayor's resignation, prior to the end of his term, requires the City to remove Mayor David Waggoner's name from all City accounts.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana that the City Clerk/Treasurer is hereby authorized to remove former Mayor David Waggoner from all City accounts.

Introduced at a regular meeting of the City Council on the ____ day of June, 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, the ____ day of June 2026.

APPROVED by the Mayor the ____ day of June 2021.

CITY OF LAUREL

Mayor

ATTEST:

Kelly Strecker, City Clerk/Treasurer

Approved as to form:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

5. Administration: Resolution No. R26-25: A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Taylor Nicastro Browne LLC. For The Provision Of Civil City Attorney Legal Services For The City Of Laurel.

RESOLUTION NO. R26-25

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH TAYLOR NICASTRO BROWNE LLC. FOR THE PROVISION OF CIVIL CITY ATTORNEY 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 Taylor Nicastro Browne, LLC, 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 26th day of May 2026, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel the 26th day of May 2026.

APPROVED by the Mayor the 26th day of May 2026.

CITY OF LAUREL

Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

Approved as to form:

Michele Braukmann, Civil City Attorney



Ryan C. Addis
raddis@tnb-mt.com
Greyson D. Hill
ghill@tnb-mt.com

1501 14th Street West, Suite 200
Billings, Montana 59102
(406) 389-6262
(406)389-6240 (Fax)

ENGAGEMENT AGREEMENT FOR CIVIL LEGAL SERVICES

This Engagement Agreement for Civil Legal Services (“Agreement”) is made and entered into this ____ day of June, 2026 by and between the City of Laurel, Montana, P. O. Box 10, Laurel, MT 59044 (the “City”) and the law firm Taylor Nicaastro Browne LLC (the “Firm”) through its attorneys Ryan C. Addis, 5204 Clemson Drive, Billings, MT 59106 and Greyson D. Hill, 1527 Pinyon Dr., Laurel, MT 59044 (the “Attorneys”).

In consideration of the mutual covenants and considerations set forth herein, the parties agree as follows:

1. Scope of Representation

The Firm by and through the Attorneys agrees to provide the City with civil legal services, being those statutory duties provided for in Mont. Code Ann. § 7-4-4604 that are civil in nature, which includes:

1. Drafting and filing civil cases on behalf of the City relating to City Ordinances;
2. Drafting and or review of contracts;
3. Drafting and or review of ordinances and resolutions;
4. Providing to the Mayor or City Council written opinions or questions pertaining to the duties, and to the rights, liabilities and powers of the City;
5. Performing other duties that pertain to the functions of the City Council or that the City Council prescribes by resolution;
6. The review of labor contracts for such purposes as ensuring applicable law is being followed;

7. Consult with the City officers and departments to provide legal advice and opinions as to City business;
8. Provide preliminary legal opinions of any potential lawsuit, if requested;
9. Attend City Council meetings when requested, as well as special board meetings, Police Commission hearings, or other official City Business meetings as requested;
10. Other permissible and proper duties and functions as the City Council may request.

Services **excluded** from the scope of representation are criminal legal services, being those statutory duties provided for in Mont. Code Ann. § 7-4-4604 that are criminal in nature, which includes:

1. Appear before the City Court and other Courts and prosecute on behalf of the City; and serve upon the Attorney general within 10 days of the filing or receipt a copy of any notice of appeal that the City Attorney files or receives in a criminal proceeding;
2. Appear on behalf of and represent the City before: (a) the City judge in all criminal matters and proceedings within the jurisdiction of the City Court, whether or not a jury or opposing counsel is present; and (b) the District Judge of the 13th Judicial Court on all appeals from City Court to such district Court;
3. Act as the City's criminal prosecutor in all such criminal proceedings;
4. Perform those services customarily performed by a misdemeanor criminal prosecutor, including without limitation background investigation and review of police investigative information, negotiation with criminal defendants or their legal counsel, interview witnesses and review evidence and generally prepare for and attend all criminal hearings, proceedings and trials before the City Court, all as deemed appropriate and necessary by the Attorney or as required by order of the City judge in any such criminal matters;
5. Act on behalf of the State of Montana during license reinstatement hearings in District Court filed under MCA 61-8-403 when the underlying cases are pending in City Court;
6. Provide necessary legal update training to law enforcement to ensure current laws and procedures are being followed;

All documents created by the Firm/Attorneys pursuant to the scope of representation shall be proprietary to the City of Laurel and shall remain exclusively for the City in either digital or hardcopy format.

The City's relationship contacts at Taylor Nicastro Browne LLC are attorneys Ryan C. Addis and Greyson D. Hill. Other attorneys, paralegals, and legal professionals at the Firm may also provide work on assigned matters.

The Firm and Attorneys will endeavor to provide exceptional and efficient legal representation, but make no guarantees or representations regarding the ultimate outcome of any legal services performed pursuant to this scope of representation.

2. Responsibilities of the Firm and Attorneys

The Firm/Attorneys will represent the City in a professional, competent, diligent, and efficient manner. The Firm/Attorneys will keep the City reasonably informed about developments in the representation and will consult with the City regarding significant or impactful decisions. The Firm/Attorneys will maintain confidentiality consistent with Montana law, the City's requirements, and as the applicable rules of professional conduct for the practice of law in Montana require.

3. Responsibilities of the City

The City agrees to provide the Firm/Attorneys with complete and accurate information, preserve relevant documents and electronic data, respond promptly to requests, and appear as required. The City shall provide the Firm/Attorneys with a City email address which will be regularly monitored by the Firm/Attorneys for all City-related business and/or communications.

4. Fees and Billing

No retainer is required. Fees for the legal services performed by the Firm/Attorneys are billed on an hourly basis using 1/10-hour (or 6-minute) increments pursuant to the following hourly rates:

Partner/Junior Partner	\$225.00
Associate Attorney	\$210.00
Paralegal	\$110.00

The Firm/Attorneys shall provide an invoice to the City Clerk on or before the 26th of each month. Other reasonable and necessary expenses and out-of-pocket costs including postage, copies, the cost of court filing, service, transcripts, court reporters, experts, consultants, e-discovery hosting, travel expenses, messengers, photocopying, computerized services, or any other fees outside of the general hourly fee shall be listed on the invoice and shall be paid by the City accordingly.

Questions or concerns regarding the contents of monthly billing statements should be addressed to the Firm/Attorneys. Statements that are not paid within thirty (30) days after receipt will accrue interest on the unpaid balance at the rate of one percent (1%) per month.

5. Office Hours

The Firm/Attorneys shall provide the Mayor with a schedule of office hours and availability. The Firm/Attorneys shall be available to Department Heads via email, telephone, or in person as needed during office hours set forth by the Attorneys and the Mayor.

6. Term

This agreement is for two (2) years, effective and commencing June ____, 2026, and terminating as of 11:59 p.m. on June ____, 2028, unless sooner terminated as provided in Paragraph 7.

7. Termination of Representation

The Attorneys shall hold office for an appointment of two (2) years unless suspended or removed as provided by law. The Attorneys may be suspended or removed from office by the City Council for the neglect, violation, or disregard of the duties required by state law or City ordinances. The Firm/Attorneys may terminate the representation due to non-payment, payment irregularities, a breakdown in communication and cooperation by the City impairing the Firm's/Attorneys' ability to carry out the representation, or if it is insisted that the Firm/Attorneys pursue objectives which the Firm/Attorneys consider repugnant, imprudent, unprofessional, unethical, or contrary to the law. Alternatively, this Agreement may be terminated immediately upon the written mutual consent of both parties. Regardless of who terminates the relationship or why, fees, costs, and expenses incurred through the date of termination must be paid, prorated to the date of such termination.

8. Conflict of Interest

The Firm/Attorneys have ethical duties that involve the identification and avoidance of conflicts of interest on behalf of the Firm's current and former clients. The Firm/Attorneys will search their database for conflicts of interest as necessary and inform the City of the results of the search. Should a conflict be identified, the Firm/Attorneys will take appropriate steps consistent with those ethical duties, which may include obtaining consent and waiver, implementing screening measures, limiting or declining the representation, or, with respect to the affected matter- assisting the City in securing alternative counsel.

9. No Employer/Employee Relationship

The Firm/Attorneys represent and warrant to the City that the Firm/Attorneys are independent contractors regularly engaged in the business and profession of rendering legal services to third parties in exchange for fee compensation and are comprised of one or more attorneys duly licensed and authorized to practice law in the State of Montana. Nothing contained in this agreement is intended to create, nor shall it be construed or interpreted to

create, the relationship of employer and employee between the City and the Firm/Attorneys, and the Firm/Attorneys are and shall remain at all time solely responsible for all income tax, workers compensation and unemployment compensation premiums and all other payroll costs and deductions associated with providing all or any part of the contracted services under this agreement. The Attorneys are responsible for maintaining all legal credentials and training to include all CLE hours necessary to maintain their law licenses.

10. Collective Bargaining

This Agreement specifically does not include representation in the collective bargaining negotiation process. However, this Agreement does include representation in the review of any negotiated collective bargaining agreements for such purposes as ensuring applicable law is being followed.

11. Forum and Venue Selection

This engagement is governed by the laws of the State of Montana, and any disputes shall be resolved in the courts located in Yellowstone County, Montana.

12. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all oral and written agreements and understandings made and entered into by the parties prior to the date of this Agreement. Except as herein otherwise provide, no subsequent alteration, amendment, change, or addition to this agreement shall be binding unless reduced to writing and signed by the parties. Neither party shall assign all or any part of this Agreement or any service to be performed or payment to be made hereunder, to any third party without the advance written consent of the other party. Any term of this agreement that, by its nature extends beyond expiration or termination hereof shall remain in effect until fulfilled and shall bind the parties and their legal representatives, successors and permitted assigns.

SIGNATURES FOLLOW

APPROVED by the Council of the City of Laurel on the ____ day of June, 2026, authorizing the Mayor to execute this Agreement, and **SIGNED** by the City, and the Firm and Attorneys on the ____ day of June, 2026.

City of Laurel

Taylor Nicastro Browne LLC- Attorneys

Dave Waggoner, Mayor

Ryan C. Addis, Attorney at Law

Greyson D. Hill, Attorney at Law

ATTEST:

Kelly Strecker, City Clerk-Treasurer

File Attachments for Item:

7. Administration: Resolution - A Resolution Of The City Council Of The City Of Montana, Approving A Transitional And Special Counsel Legal Services Agreement With Meridian Law, PLLC, Authorizing The Mayor To Execute The Agreement, And Authorizing Continued Legal Representation Of The City In Certain Pending Litigation Matters.

RESOLUTION NO. R26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTANA,
APPROVING A TRANSITIONAL AND SPECIAL COUNSEL LEGAL SERVICES
AGREEMENT WITH MERIDIAN LAW, PLLC, AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT, AND AUTHORIZING CONTINUED LEGAL
REPRESENTATION OF THE CITY IN CERTAIN PENDING LITIGATION
MATTERS.**

WHEREAS, Michele L. Braukmann, by and through Meridian Law, PLLC, has served as City Attorney for the City of Laurel;

WHEREAS, Ms. Braukmann has submitted her resignation as City Attorney, effective upon the appointment of a successor City Attorney;

WHEREAS, the City currently has numerous pending legal matters requiring transition to successor counsel;

WHEREAS, Ms. Braukmann possesses substantial institutional knowledge concerning pending litigation, contracts, ordinances, resolutions, employment matters, utility matters, claims, public works matters, and other legal matters affecting the City;

WHEREAS, the City Council finds that an orderly transition of legal services is in the best interests of the City and its citizens;

WHEREAS, the City Council further finds that Ms. Braukmann currently serves as counsel for the City in several pending litigation matters, as noted in the attached Agreement;

WHEREAS, the City Council finds that requiring newly appointed counsel to assume responsibility for those matters at this stage would result in unnecessary duplication of legal work, increased costs to the City, delay in resolution of the matters, and potential prejudice to the City's interests;

WHEREAS, the City Council finds that retaining Meridian Law, PLLC, by and through Michele L. Braukmann, as Special Counsel for the limited purposes set forth in the proposed Transitional and Special Counsel Legal Services Agreement is in the best interests of the City; and

WHEREAS, the City Council has reviewed the proposed Transitional and Special Counsel Legal Services Agreement and finds that approval thereof serves a valid public purpose and promotes the efficient administration of City affairs.

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

Section 1. Approval of Agreement.

The Transitional and Special Counsel Legal Services Agreement between the City of Laurel and Meridian Law, PLLC, by and through Michele L. Braukmann, attached hereto, is hereby approved.

Section 2. Authorization to Execute.

The Mayor is authorized and directed to execute the Transitional and Special Counsel Legal Services Agreement on behalf of the City of Laurel, and the City Clerk is authorized to attest the same.

Section 3. Compensation.

Compensation for services provided pursuant to the Agreement shall be paid in accordance with the terms of the Transitional and Special Counsel Legal Services Agreement approved herein.

Section 4. Effective Date.

This Resolution shall become effective immediately upon passage and approval.

Introduced at a regular meeting of the City Council on the ____ day of June, 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of June, 2026.

APPROVED by the Mayor the ____ day of June, 2026.

CITY OF LAUREL

Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

TRANSITIONAL AND SPECIAL COUNSEL

LEGAL SERVICES AGREEMENT

THIS TRANSITIONAL AND SPECIAL COUNSEL LEGAL SERVICES AGREEMENT ("Agreement") is entered into by and between the CITY OF LAUREL, MONTANA, a Montana municipality ("City"), and MERIDIAN LAW, PLLC, by and through Michele L. Braukmann, *Esq.* ("Attorney").

RECITALS

WHEREAS, Attorney currently serves as the duly appointed City Attorney for the City of Laurel;

WHEREAS, Attorney has submitted her resignation as City Attorney, effective upon the appointment of a successor City Attorney;

WHEREAS, the City has numerous pending legal matters, litigation files, contracts, resolutions, ordinances, public works matters, employment matters, utility matters, claims, and administrative proceedings requiring an orderly transition to successor counsel;

WHEREAS, Attorney possesses unique institutional knowledge regarding such matters and is in the best position to assist the City with the transfer of legal responsibilities;

WHEREAS, Attorney also serves as lead counsel in the matter commonly known as the *Felder et al v. City et al* appeal currently pending before the Montana Supreme Court and in the matter known as "*Jane Doe*" v. *City of Laurel* currently pending in arbitration;

WHEREAS, the City Council finds that requiring successor counsel to assume responsibility for the two aforementioned matters at this stage would result in unnecessary duplication of effort, increased legal expense, delay, and potential prejudice to the City's interests; and

WHEREAS, the City Council therefore desires to retain Attorney following her resignation as an independent contractor serving as Special Counsel to the City for limited purposes and to transition all pending matters (except the two aforementioned matters) to new legal counsel.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

ENGAGEMENT

1.1 Retention.

Upon Attorney's resignation becoming effective, the City hereby retains Attorney as an independent contractor and Special Counsel to provide the services described herein.

1.2 No Appointment as City Attorney.

Nothing contained herein shall constitute a reappointment of Attorney as City Attorney. Attorney shall not serve as the City's general legal counsel following the effective date of her resignation except as specifically authorized by this Agreement.

1.3 Independent Contractor.

Attorney shall perform all services as an independent contractor and not as an employee, officer, agent, or representative of the City except to the extent necessary to provide legal representation authorized by this Agreement.

ARTICLE II

TRANSITION SERVICES

2.1 General Transition Obligations.

Attorney shall provide such professional services as are reasonably necessary to facilitate an orderly transfer of legal responsibilities to successor counsel.

2.2 Specific Services.

Transition services may include, but are not limited to:

- (a) reviewing and organizing pending legal files;
- (b) preparing status reports and litigation summaries;
- (c) identifying pending deadlines and obligations;
- (d) assisting with transfer of electronic and physical files;
- (e) consulting with successor counsel;
- (f) attending meetings with City officials and staff, as requested by the Mayor/CAO and/or as required to litigate the two pending actions noted in the Recitals above; and
- (h) responding to reasonable inquiries from successor counsel regarding historical matters handled during Attorney's tenure.

ARTICLE III

SPECIAL COUNSEL REPRESENTATION

3.1 Identified Matters.

The City specifically retains Attorney as Special Counsel to continue representation of the City in the following matters:

- (a) *Felder et al v. City et al Montana Supreme Court Appeal*;
- (b) "*Jane Doe*" v. *City of Laurel Arbitration*.

3.2 Scope of Representation.

Attorney's representation shall include all services reasonably necessary to bring such matters to final resolution, including:

- (a) legal research;
- (b) drafting briefs, motions, memoranda, and pleadings;
- (c) court appearances;
- (d) arbitration appearances;
- (e) oral argument;
- (f) discovery;
- (g) mediation;
- (h) settlement negotiations;
- (i) post-judgment proceedings;
- (j) enforcement proceedings;
- (k) remand proceedings;
- (l) appeals;
- (m) consultation with insurers, experts, consultants, and City officials.

3.3 Settlement Authority.

Attorney shall not settle any matter without authorization from the City Council, Mayor, or other authorized City representative.

ARTICLE IV

COMPENSATION

4.1 Hourly Rate.

The City shall compensate Attorney at the rate of Two Hundred Twenty-Five Dollars (\$225.00) per hour.

4.2 Billing Increment.

Time shall be billed in increments of one-tenth (0.1) of an hour, equal to six (6) minute increments.

4.3 Billable Services.

Billable time includes all professional services reasonably related to the representation and transition services described herein, including travel time, conferences, meetings, correspondence, file review, research, drafting, appearances, and consultations.

ARTICLE V

EXPENSES

5.1 Reimbursement.

The City shall reimburse Attorney for all reasonable and necessary expenses incurred in connection with services provided under this Agreement.

5.2 Recoverable Expenses.

Recoverable expenses include filing fees, transcript fees, mediation fees, arbitration fees, expert witness fees, travel expenses, mileage, lodging, meals incurred during travel, postage, electronic research charges, and similar litigation-related expenses.

ARTICLE VI

INVOICING AND PAYMENT

6.1 Monthly Invoices.

Attorney shall submit itemized invoices monthly.

6.2 Payment Deadline.

Invoices shall be due and payable within thirty (30) days following receipt.

ARTICLE VII

CITY FILES AND RECORDS

7.1 Ownership.

All original client files shall remain property of the City.

7.2 Retention Copies.

Attorney may retain copies necessary for professional responsibility compliance, malpractice protection, and record retention purposes.

7.3 Public Records.

Nothing herein shall alter the City's obligations under Montana public records laws.

ARTICLE VIII

ATTORNEY-CLIENT PRIVILEGE

8.1 Privilege.

Attorney-client privilege and work-product protections belong exclusively to the City.

ARTICLE IX

INSURANCE

Attorney shall maintain professional liability insurance throughout the term of this Agreement, consistent with Attorney's existing professional liability insurance coverage, which has been maintained during Attorney's tenure as City Attorney.

ARTICLE X

DEFENSE AND INDEMNIFICATION

To the fullest extent permitted by Montana law, the City shall defend, indemnify, and hold Attorney harmless from claims arising from services performed pursuant to this Agreement, except claims arising from Attorney's gross negligence, willful misconduct, fraud, criminal conduct, or violation of law.

ARTICLE XI

TERM

11.1 Commencement.

This Agreement shall commence immediately upon Attorney's resignation becoming effective.

11.2 Duration.

This Agreement shall remain in effect until:

- (a) transition services are completed; and

(b) the *Felder et al v. City et al* Montana Supreme Court Appeal and “*Jane Doe*” v. *City* Arbitration are finally resolved, including appeals, remands, enforcement proceedings, and settlement implementation.

ARTICLE XII

TERMINATION

12.1 Termination by City.

The City may terminate this Agreement upon thirty (30) days written notice.

12.2 Withdrawal by Attorney.

Attorney may withdraw consistent with the Montana Rules of Professional Conduct.

12.3 Compensation.

Termination shall not affect Attorney's right to compensation earned prior to termination.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Governing Law.

This Agreement shall be governed by Montana law.

13.2 Venue.

Venue shall lie exclusively in Yellowstone County, Montana.

13.3 Entire Agreement.

This Agreement constitutes the entire agreement between the parties.

13.4 Amendments.

Any amendment shall require City Council approval and a written agreement executed by both parties.

13.5 Severability.

If any provision is held invalid, the remaining provisions shall remain enforceable.

13.6 Council Approval.

This Agreement shall become effective only upon approval by the Laurel City Council and execution by the Mayor.

13.7 Coordination

The Mayor/CAO shall be the contact person to coordinate and direct the special counsel on behalf of the city.

SIGNATURES:

CITY OF LAUREL, MONTANA

By:

Mayor

MERIDIAN LAW, PLLC, by and through MICHELE L. BRAUKMANN

Michele L. Braukmann

ATTEST:

City Clerk