



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, NOVEMBER 19, 2024
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

1. Appointment of Doug Myers to the Laurel Airport Authority for the remainder of a 5 year term ending 6/30/2026.

Executive Review

2. Resolution - A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2023-2024 Budget.
3. Resolution - A Resolution Of Intent To Increase The City Of Laurel's Water And Sanitary Sewer Rates And Charges To Become Effective On January 10, 2025 And Setting A Date And Time For A Public Rate Hearing.
4. Resolution - A Resolution Of The City Council Directing The City Of Laurel Mayor To Recommend Appointment Of A Chief Administrative Officer And To Negotiate A Written Contract For Approval By The City Council.

Council Issues

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. Appointment of Doug Myers to the Laurel Airport Authority for the remainder of a 5 year term ending 6/30/2026.



Fixed-Base Operator
— Aviation Resources —
— Light-Aircraft Maintenance —

2213 Fox Road (406) 696-8118
Laurel, MT 59044 laurel406aero@gmail.com

11/6/2024

David Waggoner and Laurel City Council Members,

As the owners and operators of Laurel 406 Aero LLC, the only FBO and fuel provider at the Laurel Airport., we give our full support to Doug Myers to fill the current vacancy on the Laurel Airport Authority's Board.

1. Doug has true interest in seeing Laurel Airport prosper and continue to be a great asset the City of Laurel and Yellowstone County.
2. Doug is retired so he can devote time to volunteering with airport maintenance as well as any airport operation requirements. His prior work experience with large scale operations would be an asset to the airport.
3. Doug is an active member of the local Montana Pilots Association.
4. Doug is very engaged in the day-to-day activities and operations occurring at the airport.
5. Doug lives near the airport and will be able to respond and be at the airport in 5 to 10 minutes should any issues arise.
6. He has extensive knowledge on government and FFA rules and regulations.
7. Doug is very level headed, has a great personality and knows many of the pilots/clients/hangar owners at the airport.

Overall, Doug Myers would be a beneficial asset to have on the Airport Authority Board. Please strongly consider Doug to fill the Laurel Airport's board vacancy.

Kind Regards,

Bret McKenney

Tom Boyce

RECOMMENDATION FOR LAUREL AIRPORT BOARD

We would like to recommend Doug Myers for the open position on the LAUREL AIRPORT BOARD.

We believe Doug would be an asset to the board and by signing below, we are giving our support to Doug Myers.

Thomas W. Myers 10-17-24 BUSINESS + HANGER OWNER AT LAUREL AIRPORT

Jan E. M. Hanger Owner Land Agent
10/18/2024 Mechanic mechanic Laurel Airport

Mark Williams Pilot/Hangar owner Mark Williams

Denim Garger Pilot/Hangar [Signature]

Diasee [unclear] Pilot [Signature]

ZACH CLAYTON CFI CFI [Signature]

Paul J. Thurmond Pilot and A&P Hanger owner Paul J. Thurmond

Lloyd Allison Pilot & A&P Hanger resident Lloyd Allison

DELBERT DIRSTEL PILOT HANGER OWNER Delbert Dirstel

Barry King Pilot [Signature]

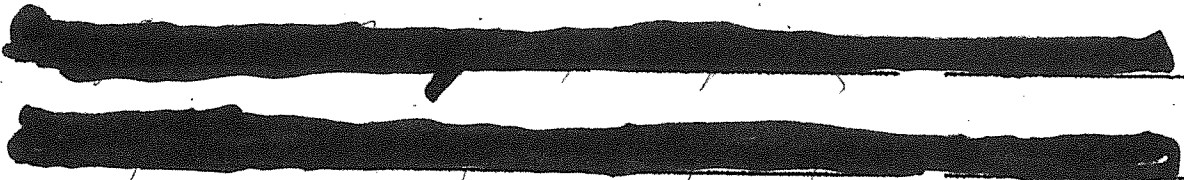
Jim Wise Pilot [Signature]

RECOMMENDATION FOR LAUREL AIRPORT BOARD

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We believe Doug would be an asset to the board and by signing below, we are giving our support to Doug Myers.

<u>[Signature]</u>	<u>Scott Frank</u>	<u>Business owner</u>	<u>_____</u>
<u>[Signature]</u>	<u>Sid Vacker</u>	<u>Business owner</u>	<u>_____</u>
<u>[Signature]</u>	<u>Brian Lewis</u>	<u>hangar owner/pilot</u>	<u>_____</u>
<u>[Signature]</u>	<u>CW Byerly</u>	<u>hgr owner/pilot</u>	<u>_____</u>
<u>[Signature]</u>	<u>Wade See</u>	<u>hangar/pilot</u>	<u>_____</u>
<u>Frank Felke</u>	<u>FRANK FELKE</u>	<u>HANGAR OWNER</u>	<u>_____</u>



<u>Randy Hill</u>	<u>Randy Hill</u>	<u>Speakey</u>	<u>10-30-24</u>
<u>Jim Roberts</u>	<u>Jim Roberts</u>	<u>Pilot</u>	<u>10-31-24</u>
<u>Rub Erh</u>	<u>RUB ERH</u>	<u>Pilot</u>	<u>11-4-24</u>
<u>Kelle Williams</u>	<u>Kelle Williams</u>	<u>Hgr Owner</u>	<u>11-9-24</u>

RECOMMENDATION FOR LAUREL AIRPORT BOARD

We would like to recommend Doug Myers for the open position on the LAUREL AIRPORT BOARD.

We believe Doug would be an asset to the board and by signing below, we are giving our support to Doug Myers.

<u>Rob Donnell</u>	<u>CFI</u>	<u>Laurel Airport</u>	<u>[Signature]</u>
<u>Kent Potter</u>	<u>CFI-ATP-ASP</u>	<u>Laurel Airport</u>	<u>[Signature]</u>
<u>Dave Gellner</u>	<u>ATP</u>	<u>Laurel Airport</u>	<u>[Signature]</u>
<u>BRET MCKENNEY</u>	<u>N221DP</u>	<u>"</u>	<u>[Signature]</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Douglas J Myers
1915 Waterwood Drive
Laurel, MT 59044
406-633-5299
doug0982@gmail.com

Laurel City Hall
Office of the Mayor
115 West 1st Street
Laurel, MT 59044

Subject: Application for Laurel Airport Advisory Board Position

10/09/2024

Folks,

It is my understanding that there has recently been a resignation by a member of the Laurel Airport Advisory Board.

If there will be a vacancy on the board, I would like to submit my name for consideration as a replacement.

- I have previously served on the airport board (for only 6 months, prior to a temporary relocation out of state)
- I have been a “user” of the Laurel airport as a:
 - Private pilot for 12 years (I received my private pilot certification at Laurel)
 - Hangar renter for 9 years
 - Hangar owner for 1 year
- I am personally acquainted with many of the other current users of the airport as well (maintenance and FBO personnel, other pilots, students and instructors etc. I value the friendships that I’ve made and have there.
- Over the past 11 years, I’ve been involved with many of the “volunteer” maintenance related activities at the airport as well.

I care very much about the current well-being of the airport, and also about its future direction, and would like very much to be of service again in the capacity of a board member.

Please consider me for any open position.

Let me know if you need any additional information from me.

Thank you for your time and for your consideration.

Respectfully,



Douglas J Myers

File Attachments for Item:

2. Resolution - A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2023-2024 Budget.

RESOLUTION NO. R24-_____

A RESOLUTION OF THE CITY COUNCIL APPROVING AMENDMENTS TO APPROPRIATIONS AND REVENUES FOR THE CITY OF LAUREL'S FISCAL YEAR 2023-2024 BUDGET.

WHEREAS, the City of Laurel (hereinafter "the City") adopted all revenues and appropriations for Fiscal Year 2023-2024 on September 5, 2023;

WHEREAS, it is necessary to amend certain budgets as required by Mont. Code Ann. § 7-6-4006(3) and (4); and

WHEREAS, the increase in appropriations and revenues are due to various donations for the Splash Park Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby directs the Clerk-Treasurer to amend the budget as reflected on the attached Exhibit "A" in order to comply with Mont. Code Ann. § 7-6-4006(3) and (4); and

BE IT FURTHER RESOLVED that the above amendments are retroactive to June 30, 2024.

Introduced at a regular meeting of the City Council on the _____ day of November 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of November 2024.

APPROVED by the Mayor the _____ day of November 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

EXHIBIT A

**Budget Amendment
Fiscal Year 2023-2024**

Fund 2701 – Memorial/Endowment (Splash Park)

Original Appropriation	\$ 93,435.00
Amended Appropriation	<u>\$ 276,454.67</u>
Increase in Appropriation:	\$ 180,052.87

Increase Appropriation for Splash Park from unanticipated revenues through various donations.

Fund 2701 – Memorial/Endowment (Splash Park)

Original Revenues	\$ 0
Amended Revenues	<u>\$ 180,052.87</u>
Increase in Revenues:	\$ 180,052.87

Increase Revenue from various donations for Splash Park Project.

File Attachments for Item:

3. Resolution - A Resolution Of Intent To Increase The City Of Laurel's Water And Sanitary Sewer Rates And Charges To Become Effective On January 10, 2025 And Setting A Date And Time For A Public Rate Hearing.

RESOLUTION NO. R24-__

**A RESOLUTION OF INTENT TO INCREASE THE CITY OF LAUREL'S
WATER AND SANITARY SEWER RATES AND CHARGES TO BECOME
EFFECTIVE ON JANUARY 10, 2025 AND SETTING A DATE
AND TIME FOR A PUBLIC RATE HEARING.**

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

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

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

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

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

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

1. That the City Council considers it both advisable and necessary to increase the municipal water and sanitary sewer rates and charges for all users and proposes to increase the rates and charges as specifically contained on the rate and charge schedule marked "Exhibit A" that is attached hereto and hereby incorporated into this Resolution by reference.
2. That a public rate hearing shall be held on December 17, 2024, at 6:30 p.m. in the City Council Chambers, at City Hall, Laurel, Montana, for the purpose of gathering and receiving testimony, input, and comments from all interested or affected users, citizens, persons, associations, corporations and/or companies.
3. Notice of the public rate hearing shall be published once a week for three consecutive weeks in the *Yellowstone County News*, a newspaper that conforms

to the requirements of MCA § 7-1-4127, and the first such publication shall not be more than twenty-eight (28) days prior to the hearing and the last publication shall be not less than three (3) days prior to the hearing, in a form substantially similar to the Notice of Public Hearing marked and attached hereto as “Exhibit A”.

4. Additionally, the notice of the public rate hearing shall be mailed at least seven (7) days and not more than thirty (30) days prior to the hearing to all persons who are served by the City’s utilities. The notice shall contain an estimate of the amount the customer’s average monthly bill will increase.

Introduced at a regular meeting of the City Council on the ____ day of _____, 2024 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the ____ day of _____, 2024.

APPROVED by the Mayor on the ____ day of _____, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

4. Resolution - A Resolution Of The City Council Directing The City Of Laurel Mayor To Recommend Appointment Of A Chief Administrative Officer And To Negotiate A Written Contract For Approval By The City Council.

RESOLUTION NO. R24-_____

**A RESOLUTION OF THE CITY COUNCIL DIRECTING THE CITY OF LAUREL
MAYOR TO RECOMMEND APPOINTMENT OF A CHIEF ADMINISTRATIVE
OFFICER AND TO NEGOTIATE A WRITTEN CONTRACT FOR APPROVAL BY
THE CITY COUNCIL.**

WHEREAS, the Charter for the City of Laurel (hereinafter “the City”) allows for the appointment of a Chief Administrative Officer, specifying as follows:

Section 3.10 Chief Administrative Officer

1. There may be a chief administrative officer appointed by written contract the terms of which shall be negotiated by the mayor for approval by the city council. The term of the contract shall not exceed two years unless specifically extended or renewed by majority vote of the council.

The chief administrative officer shall serve under the direct supervision of the mayor and shall perform those duties delegated to the officer by the mayor.

The chief administrative officer may exercise such supervisory authority as may be delegated in writing by the mayor and approved by resolution of the council.

The chief administrative officer shall not have the authority to terminate any city employee, that authority being reserved to the mayor.

WHEREAS, the City has employed various different individuals as Chief Administrative Officers in the past, who have served under the direction of the Mayor;

WHEREAS, pursuant to the Charter for the City, the Mayor may delegate various duties to a Chief Administrative Officer;

WHEREAS, the City believes that it is reasonable and appropriate to, upon the recommendation of the Mayor, appoint a Chief Administrative Officer; and

WHEREAS, pursuant to the Charter for the City, the Mayor may negotiate terms of a written contract for a Chief Administrative Officer to be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby directs the Mayor to recommend the appointment of a Chief Administrative Officer and to negotiate the terms of a written contract for that Chief Administrative Officer to be approved by the City Council.

Introduced at a regular meeting of the City Council on the ____ day of November 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of November 2024.

APPROVED by the Mayor the ____ day of November 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CHARTER CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

PREAMBLE

WE, THE PEOPLE OF THE CITY OF LAUREL, COUNTY OF YELLOWSTONE, STATE OF MONTANA, in accordance with Article XI, Section 5 of the Constitution of Montana, do hereby adopt this Charter.

Section 3.10 Chief Administrative Officer

1. There may be a chief administrative officer appointed by written contract the terms of which shall be negotiated by the mayor for approval by the city council. The term of the contract shall not exceed two years unless specifically extended or renewed by majority vote of the council.

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CITY HALL
115 W. 1st. St.
PUB WORKS: 628-4796
PWD FAX: 628-2241
WATER OFFICE: 628-7431
WTR FAX: 628-2289
MAYOR: 628-8456

City of Laurel

P.O. Box 10
Laurel, Montana 59044



Mayor's Office

DEPARTMENT

MEMORANDUM REGARDING BENEFITS OF EMPLOYING A CHIEF ADMINISTRATIVE OFFICER

A Chief Administrative Officer (CAO) is an important role in many cities and municipalities. The CAO is typically a senior executive who manages the day-to-day operations of the City's government, reporting directly to the Mayor.

Below are some of the significant benefits of a City having a Chief Administrative Officer:

1. Streamlined Governance and Decision-Making

Centralized Leadership: The CAO acts as the central point of contact for all administrative operations within the City government. This centralized leadership helps streamline decision-making and ensures that policies and directives are consistently implemented across departments.

Consistency and Efficiency: By having a single individual overseeing the daily operations of the City, the CAO can reduce duplication of efforts, resolve inter-departmental conflicts, and ensure a unified vision is executed across various City functions.

2. Professional Management of City Operations

Executive Expertise: The CAO typically has extensive management experience and expertise. This professional background helps ensure that the City is run efficiently and that public services are delivered in a manner that is both effective and accountable.

Operational Focus: While elected officials, such as the Mayor or City council, are responsible for setting policy and strategic direction, the CAO focuses on implementing those policies. This professional management helps ensure that the City's operations run smoothly and that daily governance is not bogged down by political cycles or micromanagement.

3. Improved Accountability and Transparency

Clear Reporting Structure: The CAO acts as a key figure who provides transparent reporting on the City's operations, fiscal health, and performance metrics. The CAO is typically responsible for preparing reports and updates for the City Council and Mayor, making it easier to track progress and identify issues in real time.

Accountability to Elected Officials: The CAO helps ensure that the City's administration is accountable to elected officials (e.g., Mayor, City council). They report to these elected leaders about operational outcomes, ensuring that decisions are based on accurate data and effective performance metrics.

4. Improved Fiscal Management

Budget Oversight: One of the critical responsibilities of the CAO is overseeing the City's budget. By managing the budget preparation process, ensuring cost-effective allocation of resources, and identifying areas for financial improvement, the CAO helps ensure that the City's financial resources are used efficiently and in accordance with strategic priorities.

Long-Term Financial Planning: The CAO is also responsible for ensuring long-term fiscal health, including planning for future capital projects, managing City debt, and working on sustainable revenue generation strategies.

5. Crisis Management and Risk Mitigation

Crisis Leadership: In times of emergency or crisis (natural disasters, economic downturns, public health issues), the CAO plays a crucial role in coordinating responses across City departments, allocating resources effectively, and ensuring that the City can respond to emergencies quickly and efficiently.

Proactive Risk Management: By overseeing all departments and operations, the CAO can help identify potential risks to the City, such as financial mismanagement, security threats, or operational inefficiencies, and implement strategies to mitigate these risks.

6. Strategic Planning and Long-Term Vision

Implementing Policy Goals: While elected officials set the policy agenda, the CAO is responsible for translating these goals into actionable plans. The CAO works with various departments to align operational efforts with the City's long-term strategic objectives, ensuring that policy initiatives are carried out effectively.

Fostering Innovation: The CAO's role often involves driving innovation within City operations. This could mean improving service delivery, implementing new technologies, or finding creative solutions to problems like housing shortages, infrastructure issues, or environmental sustainability.

7. Improved Service Delivery and Public Satisfaction

Better Public Services: With a CAO managing the day-to-day operations, City services (e.g., public safety, parks, public health) are better coordinated, and the focus is on customer satisfaction. The CAO ensures that services are not only delivered efficiently but also with a focus on responsiveness and quality.

Citizen-Centric Approach: The CAO can help establish systems that focus on continuous improvement of service delivery based on community feedback, thereby increasing citizen satisfaction.

8. Personnel and Organizational Development

Human Resources Oversight: The CAO plays a significant role in managing the City's workforce, overseeing hiring practices, employee training, development, and retention. Effective human resources management helps ensure that the City employs qualified professionals who are aligned with the City's values and objectives.

Cultural Leadership: The CAO helps set the tone for the culture of the City government, emphasizing values such as transparency, efficiency, accountability, and responsiveness. They work to create an organizational culture that supports these values, ultimately improving the effectiveness of the City government.

9. Improved Collaboration and Coordination Across Departments

Cross-Departmental Collaboration: Many City functions (e.g., planning, public works, emergency response services, transportation, library services) require coordination between different departments. The CAO plays an important role in fostering inter-departmental collaboration and resolving conflicts that may arise between departments.

Breaking Down Silos: The CAO's oversight can help eliminate silos between departments, ensuring that all City services are aligned towards common goals, such as improving quality of life or addressing challenges for citizens.

10. Political Stability and Continuity

Buffer Between Politics and Administration: The CAO can act as a buffer between political leadership and administrative functions. This is especially important in cities where political leadership changes frequently (e.g., through elections), as the CAO provides continuity in governance and ensures that long-term City operations are not disrupted by political transitions.

Stability in Government: The CAO ensures that the day-to-day functioning of the City remains stable, even as elected officials change or policy priorities shift. This provides stability for employees, residents, and stakeholders who rely on consistent governance.

11. Enhanced Public-Private Partnerships

Engagement with the Private Sector: The CAO can help foster productive relationships between the City government and private companies, non-profits, and other external stakeholders. These partnerships can lead to more innovative solutions, better resource allocation, and enhanced service delivery in areas like infrastructure, development, or economic growth.

Leveraging Resources: With a CAO in place, a City can more effectively identify opportunities for collaboration with the private sector to fund and execute large-scale public projects, such as public transportation, affordable housing, or urban renewal.

Conclusion

In summary, a Chief Administrative Officer (CAO) brings significant benefits to a City by providing professional, efficient, and coordinated management of day-to-day operations. This role enables better decision-making, improved service delivery, financial oversight, crisis management, and long-term strategic planning. By overseeing the implementation of policies, managing resources effectively, and fostering collaboration across departments, the CAO helps ensure that the City functions smoothly, remains financially sustainable, and is able to meet the needs of its citizens.

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MAYOR: 628-8456

City of Laurel

P.O. Box 10
Laurel, Montana 59044



Mayor's Office

DEPARTMENT

STATISTICS REGARDING CITIES/TOWNS IN THE STATE OF MONTANA THAT UTILIZE CHIEF ADMINISTRATIVE OFFICERS/CITY MANAGERS

- 128 Cities/Towns in the State of Montana
- 112 Cities/Towns in the State of Montana have consolidated forms of government, employing a traditional Mayor/Council form, that allows the appointment of a City CAO or City Manager
- Representative examples of Cities presently utilizing CAOs/City Managers:
 - Polson
 - Helena
 - Whitefish
 - Hamilton
 - Columbia Falls
 - Miles City
 - Great Falls
 - Livingston
 - Belgrade
 - Bozeman
 - Billings
 - Kalispell
 - Lewistown
 - Harlowton
 - Libby
 - Missoula
 - Butte

RESOLUTION NO. R11-107

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE CHIEF ADMINISTRATIVE OFFICER POSITION BETWEEN THE CITY OF LAUREL AND HEIDI JENSEN.

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

Section 1: Approval. The contract negotiated between the City of Laurel and Heidi Jensen for the Chief Administrative Officer position is accepted and hereby approved. A copy is attached hereto for convenience.

Section 2: Execution. The Mayor and City Clerk-Treasurer of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on October 4, 2011, by Council Member Poehls.

PASSED and APPROVED by the City Council of the City of Laurel this 4th day of October, 2011.

APPROVED by the Mayor this 4th day of October, 2011.

CITY OF LAUREL



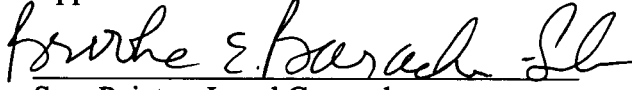
Kenneth E. Olson, Jr., Mayor

ATTEST:



Shirley Ewan, Clerk-Treasurer

Approved as to form:



Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

EMPLOYMENT CONTRACT
Chief Administrative Officer

This employment contract is made and effective this 4th day of October, 2011, by and between the City of Laurel, Montana, hereinafter referred to as "City" and Heidi Jensen, hereinafter referred to as the "Employee." When the term "parties" is utilized in this contract, the term means the "City and Employee", jointly.

In consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. **Employment.** City hereby employs Employee in accordance with Article III, Section 3 of the City's Charter and Employee hereby accepts such employment, upon the terms and conditions set forth in this written contract of employment. The Parties intend to create a written contract of employment in accordance with MCA §39-2-912(2) and therefore agree that this contract and the City's Job Description attached hereto constitutes the entire agreement between the Parties and that no oral promises, representations or warranties have been made or are an enforceable part of this contract.

1.1 Employee shall serve as the City's Chief Administrative Officer "CAO." The City has classified the position as an exempt/non-union position as contained in the Job Description attached hereto and incorporated herein. Employee shall commence employment as CAO on October 5, 2011.

1.2 Employee shall perform the essential duties and responsibilities contained in the attached Job Description and shall report directly to the City's Mayor.

2. **Salary.** City shall compensate Employee as follows:

2.1 City shall pay Employee for her services rendered pursuant hereto an annual base salary of \$67,500 per year, payable in installments at the same time as other employees of the City are paid. The City shall contribute \$85.00 to Employee's 457 Deferred Compensation Plan on a monthly basis. Employee is eligible for an increase in the base salary provided herein equal to any increase in salary the City provides its other non-union employees during fiscal years subsequent to 2011-2012.

2.2 **Expenses:** City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay reasonable expenses and the City Clerk, upon approval by the Mayor, is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

2.3 **Taxes:** All payments made to and on behalf of Employee under this contract are subject to withholding of any required federal, state or local income and employment taxes.

3. **Term.**

3.1 The term of this contract shall be for five (5) years commencing the date

provided herein, after execution by the Parties and subject to the approval of the City Council.

3.2 Nothing in this contract shall prevent, limit or otherwise interfere with the authority of the Mayor to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7, Paragraphs 7.1 through 7.5, of this contract.

3.3 Nothing in this contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with City, subject only to the provision set forth in Section 7, Paragraphs 7.4 and 7.6 of this contract.

3.4 Employee agrees to remain in the exclusive employ of City and to not accept any other employment or to become employed by any other employer unless termination is affected as hereinafter provided. The term "employ and/or employed" shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee's time off.

4. Suspension. The Mayor may suspend the Employee in accordance with the City's Personnel Policy Manual at any time during the term of this contract.

5. Benefits. The City shall provide Employee the same benefits provided its other non-union employees under the City's Personnel Policy Manual and as required by applicable state and federal law.

6. Representations and Warranties. Employee represents that he/she shall attain and maintain the standard of personal and professional conduct required by City; the résumé and/or employment application furnished to City are true and accurate in all respects, are not misleading, and do not omit the provision of any material information; that the education and experience of Employee is as stated in the resume and/or application; that Employee is in good health; that Employee knows of no present condition which now or in the future may adversely affect his/her health or his/her ability to perform his/her job; and that Employee has fully disclosed to City all facts which are material to City's decision to employ the Employee.

7. Termination of Employment.

7.1 This contract and Employee's employment immediately terminate upon Employee's death or finding or determination of a disability that prevents the Employee from performing the essential duties and responsibilities of the City's CAO.

7.2 If the Mayor terminates Employee without cause and Employee is willing and able to perform his/her duties under this contract then City shall pay Employee a severance payment equivalent to four months of Employee's salary. Employee shall also be compensated for all accrued and remaining leave in accordance with Section V of the City's Personnel Policy Manual. City shall comply with all IRS rules and regulations governing severance pay and tax withholding requirements.

However, if Employee is terminated "for cause" or voluntarily resigns his/her employment the City has no obligation to pay the severance sum provided in this paragraph.

For cause means any legitimate business reason, or as otherwise defined by Montana law.

7.3 During the effective date of this contract, if City involuntarily reduces Employee's salary or otherwise refuses to comply with any provision of this contract that benefits Employee, he/she, at his/her option, may elect to be considered terminated without cause entitling him/her to the severance payment provision contained in paragraph 7.2.

7.4 If Employee resigns following a formal suggestion by the Mayor that he/she resign for no cause, Employee, may at his/her option, elect to be considered terminated at the date of such suggestion entitling him/her to the severance payment provision contained in paragraph 7.2.

7.5 If City's Mayor terminates Employee without cause at any time during the six (6) months subsequent to the seating and swearing-in of a newly elected Mayor while Employee is willing and able to perform his duties under this contract, Employer shall pay the severance sum provided in paragraph 7.2 above.

7.6 If Employee voluntarily resigns his/her position with City he/she must provide the City with thirty days advance notice, unless the parties otherwise agree in writing.

7.7 If Employee's termination results from death, disability or cause, City's final compensation to Employee is limited to payment for services rendered to date and payment for any accrued and remaining leave in accordance with Section V of the City's Personnel Policy Manual.

8. Confidentiality. Employee acknowledges that during his/her course of employment, he/she might obtain and gather confidential information regarding the City's operations or employees. Employee further acknowledges that all confidential information is the City's property and in no event shall Employee disclose such information to any person or entity unless disclosure is requested by the City or required by law.

9. Performance Evaluation. The Mayor shall review and evaluate the performance of Employee at least once annually. Each evaluation must be performed on or before June 1st of each year or as otherwise practicable. The review and evaluation shall be in accordance with specific criteria developed jointly by the Mayor and Employee. Criteria may be added or deleted as the Mayor may from time to time determine necessary and proper, in consultation with the Employee. Prior to June 1st of each year, or as otherwise agreed between the Employee and the Mayor, Employee shall provide the Mayor a self-evaluation based upon mutually agreed upon goals and performance objectives. The Mayor shall personally review the evaluation with the Employee and provide Employee an adequate opportunity to discuss the evaluation with the Mayor.

10. Professional Development. City shall budget and pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his/her professional development for the good of the City, if funding is available. The City desires Employee join and participate in local organizations including but not limited to the local Rotary Club and Laurel's Chamber of Commerce. City shall pay Employee's membership

dues to encourage such membership and attendance.

11. **Bonding.** City shall bear the full cost of any fidelity or other bonds required of the Employee under its Charter or any applicable law or ordinance.

12. **Other Terms and Conditions of Employment.** The Mayor, in consultation with the Employee, shall fix other terms and conditions of employment, as they may determine necessary from time to time, relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this contract, the City's Charter, Ordinances or any other applicable law.

13. **Indemnification.** City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon. The obligations of City under this section shall not apply if:

13.1 The conduct of Employee complained of constitutes oppression, fraud or malice, or for any reason does not arise out of the course and scope of Employee's employment; or,

13.2 The conduct of Employee complained of constitutes a criminal offense as defined under Montana law; or,

13.3 Employee compromised or settled the claim without the consent of City; or,

13.4 Employee fails or refuses to cooperate reasonably in the defense of the case.

14. **Availability.** Employee acknowledges that the CAO must be available by either cell or telephone after work hours in cases of emergency. Employee shall provide the Mayor and appropriate department heads her contact information for after hour emergency notifications. The City does not require the CAO to be on-call, simply available by telephone if an emergency should arise for purposes of notification.

15. **Miscellaneous.** This Contract contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Contract may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. This Contract shall be construed and enforced in accordance with the City's Charter, Ordinances and applicable laws of the State of Montana.

16. **Personal Contract.** The obligations and duties of the Employee hereunder shall be personal and not assignable to any person or entity, although the contract is binding and shall inure to the benefit of Employee's heirs and executors at law.

17. **Notices.** Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Services, postage prepaid, addressed as follows:

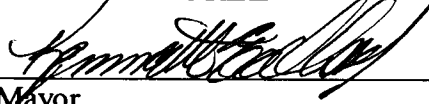
(1) **CITY:** Office of the Mayor, P.O. Box 10, Laurel, MT 59044; and

(2) **EMPLOYEE:** Heidi Jensen, 3040 Central Avenue, Unit D-303, Billings, MT 59102

18. **Renegotiation.** The Parties may commence negotiation of a subsequent employment contract six (6) months prior to the expiration of this employment contract.

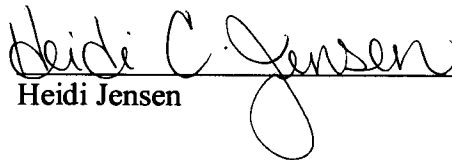
IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF LAUREL



Mayor

EMPLOYEE:



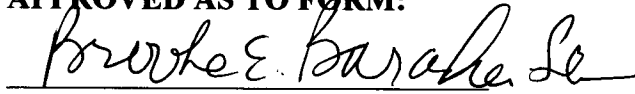
Heidi Jensen

ATTEST:



Shirley Ewan, Clerk-Treasurer

APPROVED AS TO FORM:



City Attorney

RESOLUTION NO. R08-72

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
FOR THE CHIEF ADMINISTRATIVE OFFICER POSITION BETWEEN THE
CITY OF LAUREL AND WILLIAM SHERIDAN.**

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

Section 1: Approval. The contract negotiated between the City of Laurel and William Sheridan for the Chief Administrative Officer position is accepted and hereby approved. A copy is attached hereto for convenience.

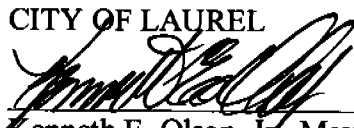
Section 2: Execution. The Mayor and City Clerk-Treasurer of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on July 1, 2008, by Council Member Stamper.

PASSED and APPROVED by the City Council of the City of Laurel this 1st day of July, 2008.

APPROVED by the Mayor this 1st day of July, 2008.

CITY OF LAUREL



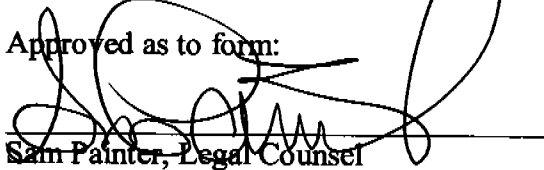
Kenneth E. Olson, Jr., Mayor

ATTEST:



Mary K. Embleton, Clerk-Treasurer

Approved as to form:



Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

EMPLOYMENT CONTRACT

Chief Administrative Officer

This employment contract is made and effective this 1st day of July 2008 by and between the City of Laurel, Montana, hereinafter referred to as "City" and William Sheridan, whose address is currently 303 South Solar Boulevard, Billings, Montana hereinafter called the "Employee." When used herein the term "parties" means the "City and Employee", jointly.

In consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. Employment. City hereby employs Employee in accordance with Article III, Section 3 of the City's Charter and Employee hereby accepts such employment, upon the terms and conditions set forth in this written contract of employment. The Parties intend to create a written contract of employment in accordance with MCA §39-2-912 and therefore agree that this contract and the City's Job Description attached hereto constitutes the entire agreement between the Parties and that no oral promises, representations or warranties have been made or are an enforceable part of this contract.

1.1 Employee shall serve as the City's Chief Administrative Officer "CAO." The City has classified the position as an exempt/non-union position as contained in the Job Description attached hereto and incorporated herein. Employee shall commence employment as CAO on July 1, 2008.

1.2 Employee shall perform the essential duties and responsibilities contained in the attached Job Description and shall report directly to the Mayor.

2. Salary. City shall compensate Employee as follows:

2.1 Salary for the period July 1, 2008 to June 30, 2009: City shall pay Employee for his services rendered pursuant hereto an annual base salary of \$72,500 per year, payable in installments at the same time as other employees of the City are paid.

2.2 Salary for the period July 1, 2009 to June 30, 2010: City shall pay Employee for his services rendered pursuant hereto an annual base salary of \$75,000 per year, payable in installments at the same time as other employees of the City are paid. Employee is entitled to an increase in the base salary provided herein equal to any increase in salary the City provides its other non-union employees during fiscal year 2009-2010.

2.3 Expenses: City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay reasonable expenses and the City Clerk, upon approval by the Mayor, is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

2.4 Taxes: All payments made to and on behalf of Employee under this contract are subject to withholding of any required federal, state or local income and employment taxes.

3. **Term.**

3.1 The term of this contract shall be for two (2) years commencing on July 1, 2008, after execution by the Parties and subject to the approval of the City Council

3.2 Nothing in this contract shall prevent, limit or otherwise interfere with the authority of the Mayor to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7, Paragraphs 7.1 through 7.5, of this contract.

3.3 Nothing in this contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with City, subject only to the provision set forth in Section 7, Paragraphs 7.4 and 7.6 of this contract.

3.4 Employee agrees to remain in the exclusive employ of City and to not accept any other employment or to become employed by any other employer unless termination is affected as hereinafter provided. The term "employ and/or employed" shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee's time off.

4. **Suspension.** The Mayor may suspend the Employee in accordance with the City's Personnel Policy Manual at any time during the term of this contract.

5. **Benefits.** The City shall provide Employee the same benefits provided its other non-union employees under the City's Personnel Policy Manual and as required by applicable state and federal law.

6. **Representations and Warranties.** Employee represents that he/she shall attain and maintain the standard of personal and professional conduct required by City; the résumé and/or employment application furnished to City are true and accurate in all respects, are not misleading, and do not omit the provision of any material information; that the education and experience of Employee is as stated in the resume and/or application; that Employee is in good health; that Employee knows of no present condition which now or in the future may adversely affect his health or his ability to perform his job; and that Employee has fully disclosed to City all facts which are material to City's decision to employ the Employee.

7. **Termination of Employment.**

7.1 This contract and Employee's employment immediately terminate upon Employee's death or disability.

7.2 If the Mayor terminates Employee without cause and Employee is willing and able to perform his duties under this contract then City shall pay Employee a lump sum payment equal to two (2) months aggregate salary, excluding benefit contributions. Employee shall also be compensated for all accrued and remaining leave in accordance with Section V of the City's Personnel Policy Manual.

However, if Employee is terminated "for cause" or voluntarily resigns his employment City

has no obligation to pay the aggregate severance sum provided in this paragraph. For cause means any legitimate business reason.

7.3 During the effective date of this contract, if City involuntarily reduces Employee's salary or otherwise refuses to comply with any provision of this contract that benefits Employee, he, at his option, may elect to be considered terminated without cause entitling him/her to the payment provisions contained in paragraph 7.2.

7.4 If Employee resigns following a formal suggestion by the Mayor that he/she resign for no cause, Employee, may, at his option, elect to be considered terminated at the date of such suggestion entitling him/her to the payment provisions contained in paragraph 7.2.

7.5 If City's Mayor terminates Employee at any time during the six (6) months subsequent to the seating and swearing-in of a newly elected Mayor while Employee is willing and able to perform his duties under this contract, Employer shall pay the sum provided in paragraph 7.2 above.

7.6 If Employee voluntarily resigns his position with City he must provide the City with thirty days advance notice, unless the parties otherwise agree in writing.

7.7 If Employee's termination results from death, disability or cause, City's final compensation to Employee is limited to payment for services rendered to date and payment for any accrued and remaining leave in accordance with Section V of the City's Personnel Policy Manual.

8. Confidentiality. Employee acknowledges that during his course of employment, he/she might obtain and gather confidential information regarding the City's operations or employees. Employee further acknowledges that all confidential information is the City's property and in no event shall Employee disclose such information to any person or entity unless disclosure is requested by the City or required by law.

9. Performance Evaluation. The Mayor shall review and evaluate the performance of Employee at least once annually. Each evaluation must be performed on or before June 1st of each year. The review and evaluation shall be in accordance with specific criteria developed jointly by the Mayor and Employee. Criteria may be added or deleted as the Mayor may from time to time determine necessary and proper, in consultation with the Employee. Prior to June 1st of each year, Employee must provide the Mayor a self-evaluation based upon mutually agreed upon goals and performance objectives. The Mayor shall personally review the evaluation with the Employee and provide Employee an adequate opportunity to discuss the evaluation with the Mayor.

10. Professional Development. City shall budget and pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development for the good of the City, if funding is available. The City desires Employee join and participate in local organizations including but not limited to the local Rotary Club and Chamber of Commerce. City shall pay Employee's membership dues to

encourage such membership and attendance.

11. **Bonding.** City shall bear the full cost of any fidelity or other bonds required of the Employee under its Charter or any applicable law or ordinance.

12. **Other Terms and Conditions of Employment.** The Mayor, in consultation with the Employee, shall fix other terms and conditions of employment, as they may determine necessary from time to time, relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this contract, the City's Charter, Ordinances or any other applicable law.

13. **Indemnification.** City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon. The obligations of City under this section shall not apply if:

13.1 The conduct of Employee complained of constitutes oppression, fraud or malice, or for any reason does not arise out of the course and scope of Employee's employment; or,

13.2 The conduct of Employee complained of constitutes a criminal offense as defined under Montana law; or,

13.3 Employee compromised or settled the claim without the consent of City; or,

13.4 Employee fails or refuses to cooperate reasonably in the defense of the case.

14. **Residence.** Employee shall reside within the City limits of the City of Laurel when he/she obtains an acceptable home to rent or purchase.

15. **Miscellaneous.** This Contract contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Contract may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. This Contract shall be construed and enforced in accordance with the City's Charter, Ordinances and applicable laws of the State of Montana.

16. **Personal Contract.** The obligations and duties of the Employee hereunder shall be personal and not assignable to any person or entity, although the contract is binding and shall inure to the benefit of Employee's heirs and executors at law.

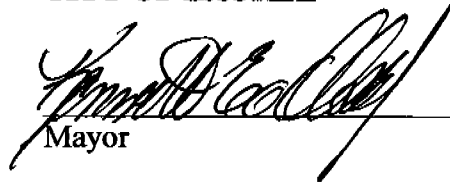
17. **Notices.** Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Services, postage prepaid, addressed as follows:

- (1) **CITY:** Office of the Mayor, P.O. Box 10, Laurel, MT 59044; and
- (2) **EMPLOYEE:** 303 South Solar Boulevard, Billings, Montana 59102

18. **Renegotiation.** The Parties may commence negotiation of a subsequent employment contract six (6) months prior to the expiration of this employment contract.

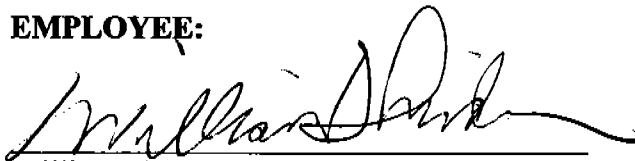
IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF LAUREL



Mayor

EMPLOYEE:



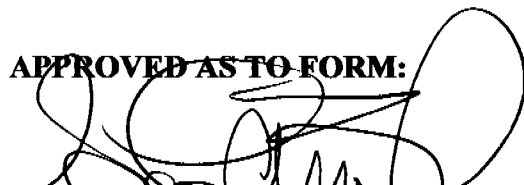
William Sheridan

ATTEST:



Mary K. Embleton, Clerk-Treasurer

APPROVED AS TO FORM:



City Attorney

RESOLUTION NO. R18-34

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE CHIEF ADMINISTRATIVE OFFICER POSITION BETWEEN THE CITY OF LAUREL AND MATTHEW R. LURKER, SR.

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

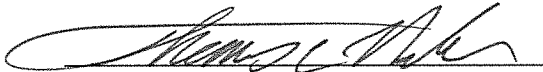
Section 1: Approval. The contract negotiated between the City's Mayor and Matthew R. Lurker, Sr. for the Chief Administrative Officer position is accepted and hereby approved. A copy is attached hereto for convenience.

Section 2: Execution. The Mayor and City Clerk-Treasurer of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

Introduced at a meeting of the City Council on June 19, 2018, by Council Member McGee.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 19th day of June 2018.

CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:


Sam Painter Civil City Attorney

EMPLOYMENT CONTRACT

Chief Administrative Officer

This employment contract is made and effective this 20th day of June, 2018 by and between the City of Laurel, Montana, hereinafter referred to as "City" and Matthew R. Lurker Sr., hereinafter referred to as the "Employee." When the term "parties" is utilized in this contract, the term means the "City and Employee," jointly. In consideration of their mutual promises set forth herein, the parties hereby agree as follows:

- 1 **Employment.** City hereby employs Employee in accordance with Article III, Section 3 of the City's Charter and Employee hereby accepts such employment, upon the terms and conditions set forth in this written contract of employment. The parties intend to create a written contract of employment in accordance with MCA §39-2-912(2) and therefore agree that this contract and the City's Job Description attached hereto constitutes the entire agreement between the parties and that no oral promises, representations or warranties have been made or are an enforceable part of this contract.
 - 1.1 Employee shall serve as the City's Chief Administrative Officer "CAO." The City has classified the position as an Exempt/Non-Union Position as contained in the Job Description attached hereto and incorporated herein. Employee shall commence employment under this Contract upon approval by the City Council.
 - 1.2 Employee shall perform the essential duties and responsibilities contained in the attached Job Description and shall report directly to the City's Mayor.
 - 1.3 The CAO shall not be reassigned from the position of City CAO to another position without the CAO's prior express written consent.
- 2 **Salary.** City shall compensate Employee, as an Exempt Non-Union Salary Employee as follows:
 - 2.1 City shall pay Employee for services rendered pursuant hereto an annual salary in the sum of \$73,000 payable in equal installments at the same time as other employees of the City are paid. Employee shall serve a six-month (180 calendar day) probation period. Upon successful completion of the probation period, Employee's annual salary shall increase to \$78,000 for the Exempt Position. Employee thereafter is eligible for an annual increase on the anniversary of the Employee's start date of this Contract. Employee's annual increase shall be calculated at 1.5% of the then current salary of the Employee.
 - 2.2 Expenses: City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay reasonable expenses and the City Clerk, upon approval by the Mayor, is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

2.3 Taxes: All payments made to and on behalf of Employee under this contract are subject to withholding of any required federal, state or local income and employment taxes.

3 **Term.**

3.1 The term of this contract shall be for four (4) years commencing the date the City Council approves the contract. The City Council may extend or renew the contract as desired.

3.2 Nothing in this contract shall prevent, limit or otherwise interfere with the authority of the Mayor to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7, Paragraphs 7.1 through 7.5, of this contract.

3.3 Nothing in this contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position with City, subject only to the provision set forth in Section 7, Paragraphs 7.4 and 7.6 of this contract.

3.4 Employee agrees to remain in the exclusive employ of City and to not accept any other employment or to become employed by any other employer unless termination is affected as hereinafter provided. The term "employ and/or employed" shall not be construed to include occasional teaching, writing, consulting or military (Reserve, National Guard, or Auxiliary) service performed on Employee's time off. Provided that, with the prior written consent of the Mayor, Employee may continue outside professional employment (i.e. family business) which shall not in any way interfere with the performance of the city CAO's duties.

4 **Suspension.** The Mayor may suspend the Employee in accordance with the City's Personnel Policy Manual at any time during the term of this contract. Notice of suspension shall be made by the Mayor, in writing, identifying the start and end dates of suspension and reason for suspension.

5 **Benefits.** The City shall provide Employee the following benefits:

5.1 The City shall provide Employee the same benefits provided its other non-union exempt employees under the City's Personnel Policy Manual, as amended, and as required by applicable state and federal law.

6 **Representations and Warranties.** Employee represents that he/she shall attain and maintain the standard of personal and professional conduct required by City; the résumé and/or employment application furnished to City are true and accurate in all respects, are not misleading, and do not omit the provision of any material information; that the education and experience of Employee is as stated in the resume and/or application; that Employee is in good health; that Employee knows of no present condition which now or in the future may adversely affect his/her health or his/her ability to perform his/her job; and that Employee has fully disclosed to City all facts which are material to City's decision to employ the Employee.

7 **Termination of Employment.**

- 7.1 This contract and Employee's employment immediately terminate upon Employee's death or finding or determination of a disability that prevents the Employee from performing the essential duties and responsibilities of the City's CAO.
- 7.2 If the Mayor terminates Employee without cause and Employee is willing and able to perform his/her duties under this contract then City shall pay Employee a severance payment equivalent to four (4) calendar months of Employee's then current salary. Employee shall also be compensated for all accrued and remaining vacation leave, computed on an hourly basis determined by dividing the Employee's then current annual salary by 2080 hours, and in accordance with the City's Personnel Policy Manual. City shall comply with all IRS rules and regulations governing severance pay and tax withholding requirements.
- However, if Employee is terminated "for cause" or voluntarily resigns his/her employment the City has no obligation to pay the severance payment provided in this paragraph. Employee shall receive payment for any remaining vacation balance as described in this paragraph. For cause means any legitimate business reason, or as otherwise defined by Montana law.
- 7.3 During the effective date of this contract, if City involuntarily reduces Employee's salary or otherwise refuses to comply with any provision of this contract that benefits Employee, he/she, at his/her option, may elect to be considered terminated without cause entitling him/her to the severance payment provision contained in paragraph 7.2.
- 7.4 If Employee resigns following a formal suggestion by the Mayor that he/she resign for no cause, Employee, may at his/her option, elect to be considered terminated at the date of such suggestion entitling him/her to the severance payment provision contained in paragraph 7.2.
- 7.5 If City's Mayor terminates Employee without cause at any time during the six (6) calendar months subsequent to the seating and swearing-in of a newly elected Mayor while Employee is willing and able to perform his duties under this contract, Employer shall pay the severance sum provided in paragraph 7.2 above.
- 7.6 If Employee voluntarily resigns his/her position with City he/she must provide the City with thirty (30) calendar days advance notice, unless the parties otherwise agree in writing.
- 7.7 If Employee's termination results from death or disability, City's final compensation to Employee is limited to payment for services rendered to date and payment for any accrued and remaining vacation leave in accordance with Section V of the City's Personnel Policy Manual
- 7.8 If Employee's termination results from cause, Employer's final compensation to Employee is limited to payment for services rendered to date in accordance with Section V of the City's Personnel Policy Manual, and payment for any accrued and remaining vacation leave calculated at the then current salary.

- 7.9 Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits and the Current Obligations, upon a Unilateral Severance, the CAO waives and releases the CAO's rights to continued employment with the City and the parties waive and release the right to a hearing on the issue of good cause. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.
- 8 **Confidentiality.** Employee acknowledges that during his/her course of employment he/she might obtain and gather confidential information regarding the City's operations or employees. Employee further acknowledges that all confidential information is the City's property and in no event shall Employee disclose such information to any person or entity unless disclosure is requested by the City or required by law.
- 9 **Performance Evaluation.** The Mayor shall review and evaluate the performance of Employee at least once annually. The review and evaluation shall be in accordance with specific criteria developed jointly by the Mayor and Employee. Criteria may be added or deleted as the Mayor may from time to time determine necessary and proper, in consultation with the Employee. Each year, on a date agreed between the Employee and the Mayor, Employee shall provide the Mayor a self-evaluation based upon mutually agreed upon goals and performance objectives. The Mayor shall personally review the evaluation with the Employee and provide Employee an adequate opportunity to discuss the evaluation with the Mayor.
- 9.1 In the event the Mayor determines that the evaluation instrument, format and/or procedure are to be modified, and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- 9.2 Unless the Employee expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Employee shall at all times be conducted in a meeting with the Mayor and shall be considered private to the maximum and full extent permitted by law. Nothing herein shall prohibit the Mayor or the Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- 10 **Professional Development.** City shall budget and pay for the travel and subsistence expenses of Employee for short courses, institutes, certifications, and seminars that are necessary for his/her professional development for the good of the City, if funding is available. The City desires Employee join and participate in local organizations including, but not limited to, the local Rotary Club, Laurel Chamber of Commerce, Montana League of Cities and Towns, Great Open Spaces City Management Association, and the International City/County Management Association. City shall pay Employee's membership dues and annual conference fees to encourage such membership and attendance.

- 11 **Bonding.** City shall bear the full cost of any fidelity or other bonds required of the Employee under its Charter or any applicable law or ordinance.
- 12 **Other Terms and Conditions of Employment.** The Mayor, in consultation with the Employee, shall fix other terms and conditions of employment, as they may determine necessary from time to time, relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this contract, the City's Charter, Ordinances or any other applicable law.
- 13 **Indemnification.** City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, costs and attorney's fees incurred in any legal proceedings, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon. The obligations of City under this section shall not apply if:
 - 13.1 The conduct of Employee complained of constitutes oppression, fraud or malice, or for any reason does not arise out of the course and scope of Employee's employment; or,
 - 13.2 The conduct of Employee complained of constitutes a criminal offense as defined under Montana law; or,
 - 13.3 Employee compromised or settled the claim without the consent of City; or,
 - 13.4 Employee fails or refuses to cooperate reasonably in the defense of the case.
- 14 **Availability.** Employee acknowledges that the CAO must be available by either cell or telephone after work hours in cases of emergency. Employee shall provide the Mayor and appropriate department heads his/her contact information for after hour emergency notifications. The City does not require the CAO to be on-call, simply available by telephone if an emergency should arise for purposes of notification.
- 15 **Miscellaneous.** This contract contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This contract may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. This contract shall be construed and enforced in accordance with the City's Charter, Ordinances and applicable laws of the State of Montana.
- 16 **Personal Contract.** The obligations and duties of the Employee hereunder shall be personal and not assignable to any person or entity, although the contract is binding and shall inure to the benefit of Employee's heirs and executors at law.
- 17 **Notices.** Notices pursuant to this agreement shall be given in writing by deposit in the custody of the United States Postal Services, certified postage prepaid, addressed as follows:


- If to CITY: Office of the Mayor, P.O. Box 10, Laurel, MT 59044; and
- If to CAO: Matthew R. Lurker Sr., 4005 Pine Cove Rd., Billings, MT 59106

Notice shall be deemed delivered and received as of three business days after the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either party may, from time to time by written notice to the other party, designate a different address for notice purposes.

18 **Renegotiation.** The Parties may commence negotiation of a subsequent employment contract six (6) months prior to the expiration of this employment contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written. This contract is contingent upon its approval via Resolution of the City Council.

EMPLOYEE



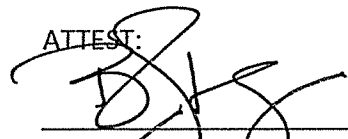
 Matthew R. Lurker Sr.

CITY OF LAUREL



 Tom C. Nelson, Mayor

ATTEST:



 Bethany Keeler, City Clerk-Treasurer
 Langre
 BL 6/18/18

ORDINANCE NO. 007-08

**ORDINANCE PROPOSING TO AMEND THE FORM OF
MUNICIPAL GOVERNMENT IN THE CITY OF LAUREL,
COUNTY OF YELLOWSTONE, MONTANA.**

WHEREAS, the City Council of the City of Laurel, finds that the citizens of Laurel desire and deserve the opportunity to fashion their own instrument of local self-governance; and

WHEREAS, Article XI, Section 5 of the Constitution of the State of Montana provides that a local government unit may adopt a self-government charter with the approval of a majority of those voting on the question; and

WHEREAS, §§ 7-1-412 (1), M.C.A. and 7-3-703 (1), M.C.A. define a charter as a written document defining the powers, structures, privileges, rights and duties of the unit of local government and the limitations thereon; and

WHEREAS, § 7-3-103 (2), M.C.A. enable the governing body, by ordinance, to propose to the electors an amendment of an alternative form of local government at the next regularly scheduled election; and

WHEREAS, the City Council of the City of Laurel is the governing body of the City of Laurel; and

WHEREAS, the next regularly scheduled municipal election will be conducted on November 6, 2007.

NOW THEREFORE BE IT ORDAINED THAT:

1. A proposal to amend the present plan of government of the City of Laurel by adoption of a self-government charter shall be referred to the electors of Laurel at a special election to be held in conjunction with the general election scheduled to be conducted on November 6, 2007; and

2. The Mayor of Laurel shall cause to be prepared and widely disseminated to the public the following certificates required by law:

- (A) A certificate containing the existing plan of government of the City of Laurel;
- (B) A certificate containing the proposed plan of government set forth in the proposed charter;
- (C) A certificate containing the plan of apportionment of the council member districts (wards) based upon the 2000 federal census data; and

- (D) A certificate comparing the existing plan of government to the proposed plan of government.

3. The ballot language shall conform as nearly as possible to the language required by law as follows:

FOR adoption of the self-government charter with the council-mayor plan of government for the City of Laurel as proposed by the Mayor and City Council of the City of Laurel.

FOR the existing council-mayor form of government of the City of Laurel.

4. The City Clerk/Treasurer of the City of Laurel shall cause to be published no less than twice in the local newspaper of general circulation during the two-week period prior to November 6, 2007 a description of the proposed change in the plan of city government, a summary and comparison of the existing proposed forms of government and the location where a citizen may conveniently obtain a free copy of the proposed charter.

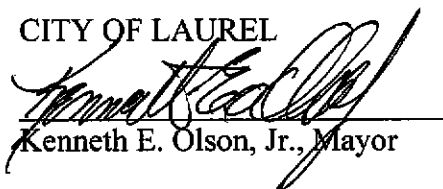
This Ordinance shall become effective thirty (30) days after final passage by the City Council and approval by the Mayor.

Introduced and passed on the first reading at a regular meeting of the City Council on June 19, 2007, by Council Member Mace.

PASSED and ADOPTED by the Laurel City Council on second reading this 7th day of August, 2007, upon motion of Council Member Stamper.

APPROVED BY THE MAYOR this 7th day of August, 2007.

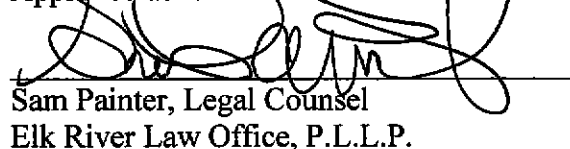
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk/Treasurer

Approved as to form:


Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

MINUTES OF THE CITY COUNCIL OF LAUREL

June 19, 2007

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Ken Olson at 6:30 p.m. on June 19, 2007.

COUNCIL MEMBERS PRESENT: Emelie Eaton Doug Poehls
 Kate Hart Mark Mace
 Gay Easton Chuck Dickerson
 Vonda Hotchkiss (7:19 p.m.) Norm Stamper

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Mary Embleton
 Sam Painter
 Jean Kerr

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

Mayor Olson asked the council to observe a moment of silence.

MINUTES:

Motion by Council Member Easton to approve the minutes of the regular meeting of June 3, 2007, as presented, seconded by Council Member Hart. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CORRESPONDENCE:

Montana Department of Revenue: Application of Issuance of One Original (New) Montana Retail Off-Premises Consumption Beer/Wine License at Wal-Mart Supercenter.

Laurel Chamber of Commerce: Minutes of May 24, 2007; Agenda of June 14, 2007.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Clerk/Treasurer Financial Statements for the month of May 2007.**
- **Approval of Payroll Register for PPE 06/03/2007 totaling \$143,070.87.**
- **Receiving the Committee Reports into the Record.**

--Tree Board minutes of May 30, 2007 were presented.

--Budget/Finance Committee minutes of June 5, 2007 were presented.

--City-County Planning Board minutes of June 7, 2007 were presented.

--Council Workshop minutes of June 12, 2007 were presented.

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

Motion by Council Member Mace to approve the consent items as presented, seconded by Council Member Dickerson. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS: None.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Confirmation of Appointments.**

Laurel Airport Authority:

Mayor Olson reappointed Bob Wiens to a five-year term, expiring June 30, 2012, on the Laurel Airport Authority.

Motion by Council Member Eaton to approve the reappointment of Bob Wiens to a five-year term, expiring June 30, 2012, on the Laurel Airport Authority, seconded by Council Member Hart. There was no public comment.

Council Member Poehls gave Sam Painter a letter prior to this meeting regarding questions about the Airport Authority. Council Member Poehls questioned if a legal notice should be published when there is a vacancy and a member asks to be reappointed. He stated that the Airport Authority seems to operate on its own and under its own authority, and he does not know of any other commission or board that has no accountability. He questioned if there is an authority over the Airport Authority or if the Airport Authority has ultimate authority over the airport with no recourse. He also asked if there is a process to petition to have a member removed from the Airport Authority if a group of people felt it should be done. The issues will be discussed at a future council workshop.

A vote was taken on the motion to approve the reappointment. All seven council members present voted aye. Motion carried 7-0.

Board of Appeals:

Mayor Olson reappointed Ed Thurner to a two-year term, expiring June 30, 2009, on the Board of Appeals.

Motion by Council Member Dickerson to approve the reappointment of Ed Thurner to a two-year term, expiring June 30, 2009, on the Board of Appeals, seconded by Council Member Stamper. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

Library Board:

Mayor Olson reappointed Clair Killebrew to a five-year term, expiring June 30, 2012, on the Library Board.

Motion by Council Member Hart to approve the reappointment of Clair Killebrew to a five-year term, expiring June 30, 2012, on the Library Board, seconded by Council Member Dickerson. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

Tree Board:

Mayor Olson reappointed Pat Hart and Gay Easton to three-year terms, expiring June 30, 2010, on the Tree Board.

Motion by Council Member Stamper to approve the reappointments of Pat Hart and Gay Easton to three-year terms, expiring June 30, 2010, on the Tree Board, seconded by Council Member Dickerson. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

City-County Planning Board:

Mayor Olson reappointed Miles Walton and Hazel Klein to two-year terms, expiring June 30, 2009, on the City-County Planning Board.

Motion by Council Member Poehls to approve the reappointments of Miles Walton and Hazel Klein to two-year terms, expiring June 30, 2009, on the City-County Planning Board, seconded by Council Member Mace. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

Cemetery Commission:

Mayor Olson appointed the following members to the Cemetery Commission: Norm Stamper, Chairman, to a two-year term expiring June 30, 2009; Chuck Dickerson, Co-Chairman, to a one-year term expiring June 30, 2008; Lee Barndt to a two-year term expiring June 30, 2009; Chuck Rodgers to a one-year term expiring June 30, 2008; and Luanne Engh to a one-year term expiring June 30, 2008.

Motion by Council Member Easton to approve the appointments of Norm Stamper, Chairman, to a two-year term expiring June 30, 2009; Chuck Dickerson, Co-Chairman, to a one-year term expiring June 30, 2008; Lee Barndt to a two-year term expiring June 30, 2009; Chuck Rodgers to a one-year term expiring June 30, 2008; and Luanne Engh to a one-year term expiring June 30, 2008, seconded by Council Member Mace. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

Park Board:

Mayor Olson appointed Kirk Linse to a four-year term, expiring December 31, 2010, and Bill Haldaman to a two-year term, expiring December 31, 2008, on the Park Board.

Motion by Council Member Hart to approve the appointments of Kirk Linse to a four-year term, expiring December 31, 2010, and Bill Haldaman to a two-year term, expiring December 31, 2008, on the Park Board, seconded by Council Member Mace. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

Ambulance Reserve Attendants:

Mayor Olson appointed Jason Morgan and Marie Besel as Ambulance Reserve Attendants for the Laurel Ambulance Service.

Motion by Council Member Poehls to approve the appointments of Jason Morgan and Marie Besel as Ambulance Reserve Attendants, seconded by Council Member Hart. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- Ordinance No. O07-08: Ordinance amending the form of Municipal Government in the City of Laurel, County of Yellowstone, Montana. First reading.

Council Member Dickerson asked if the order of the agenda could be changed so Council Member Hotchkiss would arrive in time to discuss Ordinance No. O07-08. Since the agenda had been set, the order could not be changed.

Motion by Council Member Mace to adopt Ordinance No. O07-08, seconded by Council Member Poehls. There was no public comment.

Mayor Olson introduced Dr. Ken Weaver and Judy Mathre to address the issue. Dr. Weaver is the president of Local Government Associates.

Dr. Weaver mentioned a few procedural issues that he noticed during the council meeting. The council selectively decides in advance which will be roll call votes and which will be declarations. Mayor Olson stated that resolutions and formal motions are a voice vote and ordinances are roll call votes, which are recorded. Dissenting votes would be recorded appropriately in the minutes. Dr. Weaver stated that the law requires that all the votes be recorded in the minutes. He complimented the council on its procedure as it went through a lot of business very smoothly.

Dr. Weaver spoke regarding the introduction on the consent agenda. He stated that the language in the statute says that the public can comment on any item that is not on the agenda. If it is on the agenda, the public ought to wait until the agenda item to comment. Dr. Weaver stated that there is no requirement for public comment unless it is a public hearing. A time limit should be placed on the public comment.

Mayor Olson stated that the council allows the opportunity for public comment.

Dr. Weaver stated that the proper verbiage is "I move to" rather than "I motion to".

Mayor Olson thanked Dr. Weaver for the critiques and noted that they were appropriate under public comment.

Judy Mathre, who is also associated with Local Government Associates in Bozeman, asked the council for questions on the charter and the ordinance.

Mayor Olson asked the audience members if there were any questions of the Local Government Associates representatives. There were no questions.

Judy Mathre stated that this is not the final charter and it can be updated as needed.

Council Member Poehls asked regarding Section 7.02, Continuation in Office, where it states that no current city employee will lose employment solely because of the adoption of this charter. He questioned if exempt employee's duties and pay could be changed.

Judy stated that the law recently changed in regard to elected officials. They were involved with a court hearing in Ravalli County, which just adopted a five-member county commission. They wanted them all to run for re-election, and the law allowed that. The citizens said they were not educated about that and took it to court. The legislature was in session, and the law was modified so people cannot be thrown out of office because of a change in the form of government. Elected officials cannot lose office simply because the government changed.

Dr. Weaver stated that the wrongful termination statute remains in effect and cannot be superseded by a charter. Wrongful termination protects especially public employees. Dr. Weaver stated that the language in the charter and the language in Montana State Law provide that a change in the form of government, which this would be if it is approved by the voters, does not necessarily result in a change in the elected officers of government. No employee will lose office solely because of the adoption of the charter. Job descriptions could be changed by the new executive, but the question regarding change in compensation is far more difficult. Dr. Weaver spoke regarding direct termination as a consequence of being fired and constructive termination, where the person is made so uncomfortable by onerous restrictions that he/she resigns and subsequently brings an action under the wrongful termination statute because he/she was compelled to resign. Both of those are unlawful actions if they are sustained by a court and an employer cannot get around wrongful termination.

Council Member Hart asked how many municipalities have a city manager form of government. Eleven municipalities have a city manager form of government and Bozeman adopted it first in 1923. Missoula reverted back in the 1940's. Miles City reverted back since the Local Government Review process began, with tragic and unusual circumstances.

Council Member Hart asked how successfully Montana communities hire a good manager.

Judy stated that Polson just hired a city manager after the residents voted to change its form of government last November. Polson had twenty-seven applicants, ten of whom were well qualified. The individual hired is a competent man whose physician wife will practice in Polson. Dr. Weaver said that the City of Laurel would also be competitive in the advertisement for a city manager.

Dr. Weaver stated that the wording of the ordinance should be "proposing to amend" instead of "amending the form of government", as listed on the agenda. Only the electorate can amend.

Mayor Olson asked regarding the mechanism for boards and committees under the new charter.

Dr. Weaver stated that it is entirely the council's discretion how to appoint boards and commissions. The council's current process is correct, as the mayor appoints with the consent of the council. That process can be written into the charter.

Judy stated that it is addressed in the charter under Article 2, which is about the legislative body. Section 2.09, Powers and Duties, Sub. 2, states that "all members of Boards other than temporary advisory committees established by the manager shall be appointed by the Commission. The appointment process shall be prescribed by commission resolution."

Dr. Weaver stated that the council should approve a resolution for its procedures and process.

Council Member Stamper asked for clarification that this, as with any other ordinance, is the first reading, a public hearing will be held, followed by a second reading.

Mayor Olson stated that the process is correct.

Dr. Weaver stated that there is no requirement for public hearing on any ordinance other than certain land uses. In this case, it makes sense to have a public hearing. He stated that some jurisdictions believe a public hearing is needed on any ordinance, but it is not the case.

Mayor Olson stated that the council's requirement is dictated through ordinance and a public hearing will be held.

Council Member Mace asked regarding the responsiveness of a commissioner for a ward versus the responsiveness to a citizen versus the responsiveness from the manager.

Judy stated that it would be the manager's responsibility to address issues and problems. Citizens who contact council members would be directed to the city manager. This process is right in the manager form of government. In the present form, the persons who work for the manager must not take direction from the council and the council must not seek to give that direction. It is out of bounds for a member of the council to call an employee regarding their job.

Council Member Hotchkiss arrived at this time.

There was discussion regarding how to remove a city manager, if the council chose to do so. Judy stated that councils can remove a manager if there is dissatisfaction with job performance. The mayor's term of office is four years, but the manager's term of office is not definite.

Dr. Weaver stated that citizens might think they would not have the same degree of authority or control over the city manager as the mayor. That is not the case. The worst fear of any manager is that five members of an eight member council could terminate him for five different reasons. A contract provides some remuneration for that situation. Dr. Weaver thinks there is more accountability with a city manager, but a mayor could be recalled or the public could wait until the term of office is up.

Dr. Weaver asked regarding appointments to the Library Board, the Cemetery Board, and the Airport Authority. The mayor appoints the Airport Authority with the consent of the council. The Airport Authority has a very wide range of authority to act. The Library Board appoints the librarian, and the council approves the library budget.

Dr. Weaver stated that most of the council committees would no longer exist because a full-time executive would be hired to get the council out of the management of government. The council's job will be making policy for the city. The executive will manage the resources and implement the policy. The council may decide to keep some committees, such as the Emergency Services Committee. Dr. Weaver stated that there should not be a Personnel Committee and the council should not be involved in personnel matters.

Dr. Weaver stated that the documentation for a change in government must be submitted to the county election administrator by August 20th. There is a seventy-five day clock before the November 6th election. He recommended that the legislative action be completed by the middle of July. Dr. Weaver and Judy will provide any assistance requested to educate staff and citizens.

Mayor Olson asked regarding the differences between the mayor form of government with an administrative assistant and the role of a city manager.

Dr. Weaver stated that an administrative assistant is a common adjunct to the mayor/council form of government in the State of Washington and California has a lot of managers. Whether or not the mayor and council choose to fund the administrative assistant is a structural opportunity that is permitted by law. There have been only two or three successful situations in recent years. Almost without exception, the problem arises of a conflict between the responsibilities of the mayor and the authority of the mayor on the one hand which cannot be delegated to another person, an administrative assistant. Law in Montana is silent on that question. Sometimes the commission or council feels that that person takes on too much authority or the appearance of exercising that authority more than the commission or council is willing to allow. These are common circumstances. The duties of the manager, the authority of the manager, the authority of the council, and the limitations on the council with respect to the manager, are all set forth very directly in the charter and came right out of statute. There is no comparability between the administrative assistant

and the city manager. The administrative assistant to the mayor has not been a success in Montana because there is insufficient law in a non-chartered government to enable that person to operate with the confidence of the mayor on one hand and the trust of the council on the other.

Mayor Olson asked if the authority would be available if the form of government was under the umbrella of self-governing powers.

Dr. Weaver stated that it is not the self-governing powers, although it is an ancillary aspect of it. It is the charter which automatically confers self-governing powers, but the language in 7.37.01 of the code says that the charter shall spell out the administrative organizational structure of the government and that that structure set forth in the charter is superior to statute. It is the charter that could create a variation of the administrative assistant that might be more functional.

Mayor Olson asked if, with self-governing powers and the ability for a charter to wrap around that form of government, there could actually be a mayor form of government.

Dr. Weaver stated that without the charter, which he calls wrapping a charter around the existing form of government, it is doomed to failure. With a charter, he thinks it is more likely to succeed. It would not be easy language to craft. When authority is delegated, it is not important until it is important, and when it is important, it is tricky. He would have to do additional research on this issue.

Mayor Olson asked why the administrative assistant to the mayor does not seem to work well in Montana but works well in other states.

Dr. Weaver stated that it is only a matter of conjecture. Idaho has less than ten manager cities or administrative assistants to the mayors who have become manager like. Most of those administrative assistants think of themselves as a manager whose boss is the mayor, and he thinks that it must be provided in statute. Washington has had years of success in smaller jurisdictions of having an administrative assistant with a part-time mayor. He thinks it is a matter of statute, and he would provide a more authoritative answer.

Mayor Olson stated that the council will determine future dates for discussion.

A roll call vote was taken on the motion to adopt Ordinance No. O07-08. Council Members Poehls, Mace, Stamper, Easton, and Hart voted aye. Council Members Dickerson, Hotchkiss, and Eaton voted nay. Motion carried 5-3.

The public hearing will be on the July 17th council meeting.

- Presentation: Floating Island International, Dr. Mark Osterlund, Ph.D., Biologist

Mayor Olson introduced Dr. Mark Osterlund to the council and thanked him for his patience.

Dr. Osterlund gave a PowerPoint presentation about Floating Island International, which has developed BioHaven floating islands. BioHavens do five things: they remove pollutants from a waterway, including nitrates, phosphates, ammonia and heavy metals; they provide critical riparian edge habitat; they sequester carbon and other greenhouse gases; they provide wave mitigation and erosion control; and they beautify a waterscape. BioHavens are made from layers of recycled plastic "matrix" which are bonded together with adhesive foam. They are planted with sod, garden plants or wetland plants and launched onto a water body. The plants are allowed to grow naturally. As they develop, their roots grow through the matrix and into the water below. Over time, a natural eco-system evolves. BioHavens "bio-mimic" nature, using nature as a model.

BioHavens are effectively a concentrated floating wetland. The huge surface area of fibers provides many times more surface area than an equivalent stretch of bare wetland. Surface area is the key factor for microbial activity to take place, and microbes (bacteria) are the key to removing contaminants from the water. Plants and their roots are also important, but more for the extra surface area the roots provide than for any nutrient uptake the plants themselves account for. BioHavens were invented seven years ago, have been successfully trialed for five years, and have been on the market since July 2005. They represent a natural, convenient and cost-effective solution for some of the most intractable and expensive problems on the planet. They can be made in any shape and size and offer some fun uses. Over 1,500 islands have been sold around the world.

There was a brief discussion regarding possible grants. Mayor Olson thanked Dr. Osterlund for the informative presentation.

- Resolution No. R07-41: A resolution approving Change Order No. 3 with Gray Construction, Inc., the reconciliation change order for the main Street Waterline Replacement Project and authorizing the Mayor to execute the attached Change Order No. 3 on the City's behalf.

Motion by Council Member Eaton to approve Resolution No. R07-41, seconded by Council Member Poehls. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Resolution No. R07-42: Resolution authorizing the Mayor to appoint a local insurance representative for the City of Laurel and to execute the documents required by the Montana Municipal Insurance Authority "MMLA" to effectuate the appointment.

Motion by Council Member Dickerson to approve Resolution No. R07-42, seconded by Council Member Stamper. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Resolution No. R07-43: A resolution approving an agreement between the City of Laurel and the City of Billings, said agreement relating to solid waste disposal.

Motion by Council Member Hotchkiss to approve Resolution No. R07-43, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Resolution No. R07-44: A resolution extending the previously approved Planning Services Agreement with the City/County (Billings/Yellowstone) Planning Department to continue providing temporary planning services for the City of Laurel.

Motion by Council Member Stamper to approve Resolution No. R07-44, seconded by Council Member Dickerson. There was no public comment.

Mayor Olson reported on the process to hire a city planner. Eight applications have been mailed out and four applications have been returned. An interview panel has been formed to begin the hiring process. The panel consists of the Clerk/Treasurer (Mary Embleton), the Public Works Director (Steve Klotz), the secretary for the City-County Planning Board (Cheryll Lund), a member of the City-County Planning Board (David Oberly), the Director of the Billings Planning Department (Candi Beaudry), and the mayor. A meeting is scheduled for Tuesday, June 26th, to schedule interviews. Mayor Olson would like to have a city planner hired before the end of the summer.

Council Member Dickerson asked that an update be given at the next council workshop.

A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Resolution No. R07-45: Resolution approving an Interlocal Agreement by and between the City of Laurel Police Department, Yellowstone County, Montana, Yellowstone City-County Health Department, the Yellowstone County Sheriff's Office, and the City of Billings Police Department for the provision of security for the Strategic National Supply (SNS) Assets upon their arrival in Yellowstone County, Montana.

Motion by Council Member Hart to approve Resolution No. R07-45, seconded by Council Member Poehls. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Resolution No. R07-46: Resolution of the City Council granting a variance from the City's Zoning Regulations to allow the owner to replace a damaged two-unit duplex with a four-unit structure at 1103 East Main Street, exceeding the four-unit limit for properties zoned Community Commercial under the Laurel Municipal Code.

Motion by Council Member Easton to approve Resolution No. R07-46, seconded by Council Member Stamper. There was no public comment.



Mayor Olson stated that the council received the legal opinion on this particular item.

Council Member Dickerson stated that the resolution would allow the owner to replace a damaged two-unit duplex with a four-unit structure, exceeding the four-unit limit. He stated that a four-unit structure is not exceeding a four-unit limit and asked if the resolution should refer to a five-unit structure as requested.

Mayor Olson stated that the applicant currently has three units, one of which was damaged by an automobile. Also on the property, there is a trailer, another occupancy which has two occupancies in it, and another shed, which is considered to be an occupancy. The applicant has seven structures, which could be considered occupancies, and he is asking for the removal of three and putting up of a fourth. Mayor Olson stated that seven conditions must be met for the variance.

Council Member Stamper stated that, in respect to the property owner, any improvement on the property would be very nice. He asked if the applicant would still be in violation of code if he builds a two-unit structure.

Sam Painter stated that the landowner currently possesses a non-conforming use and his use has changed over the years. He used to originally have the non-conforming use of seven units on his property. The two-plex that was struck by the automobile was originally a four-plex. He cut it down to a two-plex some years back; therefore, non-conforming use changed to a five-unit instead of a seven unit. The applicant proposes to tear down one shed and take down two units, but then he wants to build four. This would result in six units, which does not follow the zoning requirements, so he is seeking this variance. The council could grant him a variance, but the reasons and rationale are limited in city code. Sam reviewed the analysis of the seven criteria in a legal opinion. In his understanding of the information and the minutes of the planning board, it did not appear that the owner qualified to get a variance as the first three requirements were never met. Therefore, Sam found it difficult to recommend approving it as it is not in the spirit of the city's zoning laws. The hardship typically shown by a property owner does not appear in this case, because the hardship would be not allowing the landowner to maximize his profits. He wants rent on four units where he should be limited to rent on two units. Owners typically cannot rely solely on economic damage, and he does have a remedy. He could replace the damaged two-unit structure with an identical newly constructed two-unit structure, and he would still be in zoning compliance with removal of one shed because there will be four units. The applicant's non-conforming use is currently five, so if he chooses to replace the two-unit with an identical two-unit, and keep five units, he can continue the non-conforming use.

Council Member Dickerson asked if the applicant could be required to tear down the existing buildings to come into compliance. Sam stated that could not be required. The applicant currently possesses a five-unit non-conforming use. If he replaced the damaged unit with an identical two units, he would still have five units total and his non-conforming use would continue. The non-conforming use continues until he modifies his use or attempts to dramatically change it.

Council Member Eaton requested that the city attorney write a letter to the applicant to explain his options. Sam will make sure that the applicant received the memo.

A vote was taken on the motion to approve Resolution No. R07-46. Council Member Easton voted aye. Council Members Poehls, Mace, Dickerson, Stamper, Hotchkiss, Hart, and Eaton voted nay. Motion defeated 1-7.

- Resolution No. R07-47: A resolution approving a small services contract for the partial remodel work on the City Court.

Motion by Council Member Mace to approve Resolution No. R07-47, seconded by Council Member Dickerson. There was no public comment.

Council Member Poehls asked if the city has a policy and procedure for remodel work being done in a city-owned facility and the involvement of the city engineer and/or public works department with such projects. He questioned if department heads are qualified to make decisions regarding remodeling and construction.

Mayor Olson stated that the judge and the public works director worked together on the plan for the court remodel project.

Council Member Mace stated concern that the CIP process be followed in allocating money for projects. He would also like to see a policy for departments to follow and to involve the building department and the person in charge of the buildings.

A vote was taken on the motion to approve Resolution No. R07-47. All eight council members present voted aye. Motion carried 8-0.

Mayor Olson stated that the issue would be on the June 26th council workshop agenda for further discussion.

- Resolution No. R07-48: A resolution approving an agreement between the City of Laurel and Yellowstone Boys and Girls Ranch, said agreement relating to fire protection.

Motion by Council Member Eaton to approve Resolution No. R07-48, seconded by Council Member Mace. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Resolution No. R07-49: A resolution approving an agreement between the City of Laurel and the Laurel Airport Authority, relating to fire protection.

Motion by Council Member Dickerson to approve Resolution No. R07-49, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Letter to the Montana Department of Transportation

Mayor Olson stated that the letter to the Montana Department of Transportation has not been prepared and will be presented at the next council workshop. When he contacted MDT last week regarding the pothole on South First Avenue, he was informed that the workload would not allow repair until this week. However, the patch was fixed late last week. The public works director has indicated that MDT has a rotation schedule for such repairs.

Mayor Olson stated that the city still needs to notify the State of the unsafe nature of that particular issue and he will write a letter properly notifying MDT that of the safety concern with the south exit to the underpass. The letter will be prepared for the June 26th council workshop.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Council Member Eaton attended the Main Street USA workshop in Livingston last week. Dawn Harmon, Glenda Seabrook, and Diane Frasier also attended the meeting.

Council Member Dickerson returned to item m. on the agenda and asked if the council could authorize the mayor to sign the letter to the Department of Transportation and not delay it further.

Motion by Council Member Dickerson to vote on item m. on the council agenda, Letter to the Montana Department of Transportation, seconded by Council Member Hotchkiss. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

Motion by Council Member Dickerson to authorize the mayor to sign a letter to the Montana Department of Transportation regarding maintenance on the south exit of the underpass on First Avenue South, seconded by Council Member Mace. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

Council Member Poehls will not attend the council workshop on June 26th, as he will attend the Laurel Airport Authority meeting.



Mayor Olson encouraged the council to participate in the painting project of the underpass on Saturday, June 23rd, beginning at 8:00 a.m. Paint was donated by ACE Hardware's paint supplier. Barriers will be set up and the underpass will be closed.

Mayor Olson announced Larry McCann's retirement from the City of Laurel effective on June 29, 2007. Mayor Olson thanked Larry for a job well done and wished him the best of luck for future endeavors for Larry and his wife. Mayor Olson thanked Larry for his time and service to the City of Laurel.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

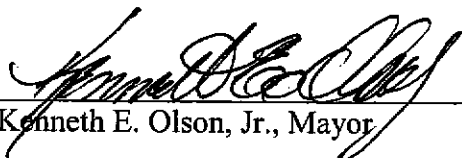
Motion by Council Member Hart to adjourn the council meeting, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

There being no further business to come before the council at this time, the meeting was adjourned at 8:45 p.m.



Cindy Allen, Secretary

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 3rd day of July, 2007.



Kenneth E. Olson, Jr., Mayor

Attest:



Mary K. Embleton, Clerk-Treasurer

CITY HALL
115 W. 1st. St.
PUB WORKS: 628-4796
PWD FAX: 628-2241
WATER OFFICE: 628-7431
WTR FAX: 628-2289
MAYOR: 628-8456

City of Laurel

P.O. Box 10
Laurel, Montana 59044



Mayor's Office

DEPARTMENT

MEMORANDUM REGARDING HISTORICAL BASIS FOR CHIEF ADMINISTRATIVE OFFICER POSITION

Please see the attached historical information on Chief Administrative Office positions in the City of Laurel:

- Perry Asher -- 8/22/2005-5/10/2007: This individual was retained to oversee Department Heads and function in the capacity as a CAO would, before the City of Laurel's Charter contemplated a CAO position.
- William Sheridan -- 12/17/2007: William was hired as the CAO for a period of time after his initial employment.

Thereafter, the City Charter in the City of Laurel was amended to contemplate a formal CAO position. This change occurred in Year 2008. The following two individuals served in this position after 2008:

- Heidi Jensen -- 10/29/2011-12/12/2017.
- Matthew Lurker -- 6/20/2018-3/26/2019.