



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 12, 2023
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R23-72

NEXT ORD. NO.
O23-03

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of August 22, 2023.

Correspondence

2. Police Department Correspondence August 2023.

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

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

3. Claims entered through September 8, 2023.
4. Approval of Payroll Register for PPE 8/20/2023 totaling \$223,989.04.
5. Approval of Payroll Register for PPE 9/3/2023 totaling \$241,288.61.
6. Council Workshop Minutes of August 15, 2023.
7. Special Council Workshop Minutes of August 22, 2023.

Ceremonial Calendar

Reports of Boards and Commissions

8. Budget/Finance Committee Minutes of August 22, 2023.
9. Emergency Services Committee Minutes of July 24, 2023.
10. Park Board Minutes of June 8, 2023.
11. Park Board Minutes of July 6, 2023.

12. Public Works Committee Minutes of June 19, 2023.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

- 13. Resolution No. R23-72: A Resolution Of The City Council Cancelling The November 7, 2023 General Election Of Certain Municipal Officers.
- 14. Resolution No. R23-73: A Resolution Of The City Council Declaring Certain City Of Laurel Property (Firearms And Related Equipment) As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.
- 15. Resolution No. R23-74: A Resolution Of The City Council Approving Rutt Variance Request LZV-23-01.
- 16. Resolution No. R23-75: A Resolution Of The City Council Authorizing The Additional Extension Of Approval Of Application For Special Review For J. Johnson Properties Pursuant To Resolution Nos. R22-07 And R23-05.
- 17. Resolution No. R23-76: A Resolution Of The City Council Authorizing The Placement Of A Stop Sign On The Corner Of Cedar Avenue And S. 4th Street.
- 18. Resolution No. R23-77: A Resolution Of The City Council Authorizing The Placement Of A Stop Sign On The Corner Of Idaho Avenue And E. 6th Street.
- 19. Resolution No. R23-78: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Randall Contracting.
- 20. Resolution No. R23-79: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Tel Net Systems, Inc.
- 21. Resolution No. R23-80: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Prorover.
- 22. Ordinance O23-03: An Ordinance Amending Sections 13.01.010 (Adoption) And 13.01.020 (Updated References) Of The Laurel Municipal Code Related To The Adoption Of The International Fire Code.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

1. Approval of Minutes of August 22, 2023.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

August 22, 2023

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:32 p.m. on August 22, 2023.

COUNCIL MEMBERS PRESENT:

Michelle Mize	Heidi Sparks
Casey Wheeler	Richard Herr
Richard Klose	Irv Wilke
	Jodi Mackay

COUNCIL MEMBERS ABSENT:

Emelie Eaton

OTHER STAFF PRESENT:

Michele, Braukmann, Civil City Attorney (via phone)
Brittney Moorman, Council Administrative Assistant
Stan Langve, Police Chief
Kelly Strecker, Clerk/Treasurer
Nancy Schmidt, Library Director
Travis Nagel, Assistant Fire Chief
Kurt Markegard, Planning Director

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

MINUTES:

- **Approval of Minutes of August 8, 2023.**

Motion by Council Member Wilke to approve the minutes of the regular meeting of August 8, 2023, as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Approval of Minutes of August 12, 2023.**

Motion by Council Member Sparks to approve the minutes of the regular meeting of August 12, 2023, as presented, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CORRESPONDENCE:

- Police Monthly Report – July 2023

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS:

Council Member Wilke stated that Council Member Eaton had asked for clarification on why he had asked if the City has a cat ordinance at the previous week's meeting. He provided her with clarification. This discussion did not change their intended votes.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through August 18, 2023.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of February 2023.**
- **Clerk/Treasurer Financial Statements for the month of March 2023.**

Council Minutes of August 22, 2023

- Clerk/Treasurer Financial Statements for the month of April 2023.
- Clerk/Treasurer Financial Statements for the month of May 2023.
- Clerk/Treasurer Financial Statements for the month of June 2023.
- Approval of Payroll Register for PPE 8/6/2023 totaling \$226,596.79.
- Council Workshop Minutes of August 1, 2023.

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

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

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of August 8, 2023.
- Park Board Minutes of August 3, 2023.
- Public Works Committee Minutes of July 17, 2023.
- Library Minutes of June 13, 2023.
- Library Board Members of July 11, 2023.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Resolution No. R23-51: A Resolution Of The City Council Approving The 2023-2026 Collective Bargaining Agreement Between The City Of Laurel And Local Union 316, American Federation Of State, County, And Municipal Employees, AFSCME.**

Motion by Council Member Herr to approve Resolution No. R23-51, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R23-52: A Resolution Of The City Council Approving A Memorandum Of Understanding For The 2023-2026 Collective Bargaining Agreement Between The City Of Laurel And Local Union 316, American Federation Of State, County, And Municipal Employees, AFSCME.**

Motion by Council Member Mackay to approve Resolution No. R23-52, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R23-53: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With TLC Patriot Septic & Excavation.**

This resolution is to fix the septic tank at the American Legion building.

Motion by Council Member Wheeler to approve Resolution No. R23-53, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R23-54: Resolution Authorizing The Mayor To Approve An Agreement With Savage Cat Rescue, Inc.**

Motion by Council Member Mize to approve Resolution No. R23-54, seconded by Council Member Mackay. There was no public comment.

Civil Attorney Braukmann briefly reviewed the attached email she sent to Council regarding Council Member Sparks' questions the previous week.

DRAFT

Council Minutes of August 22, 2023

A roll call vote was taken on the motion. Council Members Mackay, Wheeler, and Mize voted aye. Council Members Sparks, Herr, Wilke, and Klose voted no. Motion failed 3-4.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

At last night's Public Works Committee, there was feedback from the public regarding the S. 4th Street project. There was concern over speeding, not that all the potholes had been removed. They are looking at the options to add an additional stop sign and install speed bumps or tables.

Emergency Services Committee's next meeting is Monday, August 28, 2023, at 6:00 p.m. in Council Chambers.

This is a 5 Tuesday month, so there is no scheduled meeting next week.

There will be a 9/11 ceremony held on Monday, September 11, 2023, at 11 a.m. at the Firemen's Memorial.

Construction for the splash park is scheduled for Monday and should take about 30 days to complete.

MAYOR UPDATES:

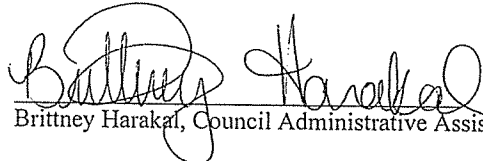
The Police Department has asked for a surplus auction. A surplus list will be placed on the next Council agenda. They will be getting rid of guns, empty brass, and ammo.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

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

There being no further business to come before the council at this time, the meeting was adjourned at 6:56 p.m.


Brittny Harakal, Council Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 12th day of September 2023.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

Brittney Moorman

From: Ward 1A
Sent: Tuesday, August 22, 2023 6:31 PM
To: Brittney Harakal
Subject: FW: Question from tonight's meeting

For the minutes

Thank you!

Heidi Sparks- Council Member
City of Laurel- Ward 1
406-671-0911
Ward1a@laurel.mt.gov

From: Civil Attorney <civilattorney@laurel.mt.gov>
Sent: Tuesday, August 22, 2023 12:15 AM
To: Ward 4A <ward4a@laurel.mt.gov>; Ward 1A <ward1a@laurel.mt.gov>
Cc: Ward 1B <ward1b@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>; City Mayor <citymayor@laurel.mt.gov>; Kelly Strecker <kstrecker@laurel.mt.gov>
Subject: RE: Question from tonight's meeting

CM Mackay and All:

Thank you for your thoughtful response. I appreciate it. I wish that I was present in person for questions tomorrow, but I am in Baker tonight on a 2-day long hearing on other client matters. So, I will do my best to respond to your comments.

I want to FULLY STATE first, that this is your and CC's decision. I have no opinion one way or the other, nor should I. This is not my decision. This is yours. I expressed my response to President Spark's questions on the nature of agencies that are charitable. Going down the road of supporting charitable organizations can be, in my experience, difficult. I recommend against it. Not because I don't want to support charitable agencies, but because of what I know will result. Today, it's cats, tomorrow it's another endeavor. If we're going down that road as a City, I just want our CC Members to be fully prepared for what will happen. We will support cats today, and in six months, you will be asked to support other charitable endeavors, and I want you to fully understand that. But, so long as you understand that, that is your decision, and fully your decision to make.

I want to state that I do believe there is a cat problem in Laurel. What you want to do with that is up to you. No different than any other problem in Laurel. Because, in my experience in Laurel, there are many, many problems, and they extend far beyond cat problems. We have street problems, parking problems, public use space problems, emergency response problems, public safety problems, etc. The problems in this City are enormous, and for all of us working on them, they never seem to end.

With regard to the context of what is being proposed here, this is not equitable to YVAS, with all due respect. I have tried to pull it within that parameter, by way of drafting a similar contract, but it is a stretch, to say the least. The dogs impounded for YVAS are actually impounded. The City takes control and responsibility of these animals, and then contracts out to YVAS to handle them. That's a wildly different scenarios than here, with cats. The City has nothing to do here with impoundment or reporting. In fact, the City does nothing here, other than, other than other this contract,

pay someone to trap and take care of cats. That's not like the YVAS or any other contract that the City has right now. Nor is it consistent with our laws and requirements in Laurel. That said, I have stretched this contract to include some parameter of that, and I feel comfortable that, if you adopt it, it's fine.

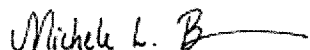
Again, if CC wants to approve this, this is your choice. I have drafted the best possible contract for you to do that. If you all agree, and want to approve this contract, that is your choice. I am not counseling you against doing that. I have given candid responses to the issues raised, and if you choose to accept them or discard them, that is your choice.

I want to be clear here:

1. I have drafted a contract that I absolutely feel is legal and capable of being confirmed by CC related to this issue.
2. I don't believe any other needs have to be addressed to get this approved. It is up to CC if you have enough majority to approve this.
3. I have been straightforward in response to all questions posed to me, in relationship to overall impact, etc.
4. I accept that this is a concern of the community. I accept that this is a concern of CC. So, if that is the case, my suggestion is that this Resolution, which I have proposed, and corresponding contract, etc be submitted for vote. You all can vote on it, and that is the deciding factor.

I recognize and respect all of your rights and obligations to vote as respective CC Members.

Best Regards,



Michele L. Braukmann
Civil City Attorney
City of Laurel
Cell Phone: 406.671.3963
civilattorney@laurel.mt.gov

From: Ward 4A <ward4a@laurel.mt.gov>
Sent: Monday, August 21, 2023 9:12 PM
To: Civil Attorney <civilattorney@laurel.mt.gov>; Ward 1A <ward1a@laurel.mt.gov>
Cc: Ward 1B <ward1b@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>; City Mayor <citymayor@laurel.mt.gov>; Kelly Strecker <kstrecker@laurel.mt.gov>
Subject: RE: Question from tonight's meeting

Attorney Braukmann,

Thank you for your well thought out response. I agree that there is always a risk / benefit with everything that is put before us, especially when we are talking about taxpayer dollars.

I do want to point out that both YVAS and Riverstone Health are nonprofits and each receive City dollars on a contract basis. YVAS provides similar services to Laurel for dogs as what SCR is proposing to provide for cats. At some point, someone must have decided that dogs were a problem that City government needed to fix. Is that because there's an ordinance? I do not know what the protocols were for nuisance / loose dogs in city limits were prior to Laurel signing a contract with YVAS.

We have heard from a lot of constituents that loose / nuisance / feral cats are an issue. Two of our own City Council members and / or their families have had direct contact with SCR about nuisance cats in their neighborhoods. We have been asked by our community to address the issue. Unfortunately, I feel at a dead end due to funding constraints.

Thank you for your time,

CM Mackay

From: Civil Attorney <civilattorney@laurel.mt.gov>

Sent: Saturday, August 19, 2023 9:40 PM

To: Ward 1A <ward1a@laurel.mt.gov>

Cc: Ward 1B <ward1b@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>; Ward 4A <ward4a@laurel.mt.gov>; City Mayor <citymayor@laurel.mt.gov>; Kelly Strecker <kstrecker@laurel.mt.gov>

Subject: RE: Question from tonight's meeting

CC President Sparks:

I want to first apologize on my uber-delayed response to this email. It was a very intense week. We had the NWE oral argument, as you saw, and then numerous other City matters, plus me trying to handle my private law firm clients, in addition to Laurel. But, I never mean to make excuses. I have been back at City Hall today since 7 am, and I'm still here in my office, working. I want to always make sure my clients' needs are met. That said, I'm not proud of my delayed response this week, and I will continue to remain committed to being as responsive to you as I can.

I think the issue you raise is valid, and it is likewise a concern of mine. Cities are not meant to subsidize non-profits. There a million "good causes" that exist in this World. Taxpayers get to choose, by way of how they spend their money, what they want to donate to/not donate to. But, that methodology does not involve their taxpayer dollars. When we begin blurring boundaries of where Cities can potentially subsidize non-profits, things can become very problematic. City tax dollars HAVE TO be spent on legitimate City needs. These needs are obvious, to many of us, as personnel, but also to the public. Roadways, emergency response services, finance, infrastructure, etc. These demands never seem to end, and rightfully so, because Cities are always growing and changing. But, when we begin asking a City to handle responses for things that our law does not contemplate, or that we are not legally required to address, or that are not the most emergent needs, I think any seasoned attorney would tell their CC that there are serious problems in going down this road.

A City is not a non-profit organization. Some Cities have many for communities, although sadly, Laurel has few. But yes, your question is valid. Are cats more important than our homeless population, not being served by any non-profits, or if it is, very little? How about our disenfranchised Veterans? What about the kids not being served after school? How about the elderly in our community that have no transport options? Do we have people that cannot reach the Shelters in Billings to get food, and if so, are we intended to subsidize them? What about our pregnant young teens? And, for our elderly population, are we providing them resources? I state all of this to basically note what I think your question was.

Yes, if we go down this road, am I concerned about the impact? Yes, I am. Today, it's cats. Tomorrow, it's teens, and the elderly, and the homeless, and our vets. All VERY VIABLE things that we should be concerned about, but that's not a Cities' job. These are constituent's jobs. It is up to our community to decide how they want to spend their resources. I am concerned about the fact that, if this is such a big problem to so many Laurel residents, then why are our Laurel residents not contributing to this organization?

I will state that I think there is probably some sort of cat problem in Laurel. But, if that exists, I'm unsure how that has now become the problem of the City of Laurel. No different than Cities cannot solve homelessness, teen pregnancy, veteran issues, elderly transport and response issues, a City is not charged with "fixing human problems." We have to recognize our boundaries as a municipality. Can we contract on this issue? Yes. Will it result in other things coming up, in my opinion? Yes. If we open up this Pandora's Box, then yes, I fully believe it will create problems.

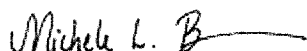
Cities are not human welfare agencies. Cities can only use taxpayer dollars for things that benefit all constituents, in a manner that is responsible and serves all constituents.

So, this is my answer to whether I think this is a wise decision for CC to make. I think opening up this door will absolutely be dangerous. And, I'm concerned that we can even justify this contract based upon what we know, right now. I want to state that I FULLY UNDERSTAND the concerns about this issue. But, Cities cannot solve every single thing for its constituents. Most Cities do not even remotely regulate cats, for the very reasons we are talking about. We have to be responsible citizens for our tax payer dollars. If CC decides this is how tax payer dollars should be spent, that is your decision. I never intend to, nor would, usurp on that. I just think some gentle caution about the "slippery slope" here is well-advised.

All of that said, it was apparent to me that several CC Members, maybe more, wanted to move this matter forward, so I drafted an appropriate contract. I'm fully comfortable with this contract, should CC adopt it. I think it covers exactly what we need.

I hope that this answer your questions. As I said, I'm not present next week, or the following. I'm in Baker next week for a hearing, and the following week taking my son to college. I am happy to answer any other questions in advance, and I invite any CC Members to reach out to me, before the meeting, so that you have the information that you need to make an informed decision.

Best Regards,



Michele L. Braukmann
Civil City Attorney
City of Laurel
Cell Phone: 406.671.3963
civilattorney@laurel.mt.gov

From: Ward 1A <ward1a@laurel.mt.gov>
Sent: Tuesday, August 15, 2023 7:52 PM
To: Civil Attorney <civilattorney@laurel.mt.gov>
Cc: Ward 1B <ward1b@laurel.mt.gov>; Ward 2B <ward2b@laurel.mt.gov>; Ward 4B <ward4b@laurel.mt.gov>; Ward 2A <ward2a@laurel.mt.gov>; Ward 3A <ward3a@laurel.mt.gov>; Ward 3B <ward3b@laurel.mt.gov>; Ward 4A <ward4a@laurel.mt.gov>; City Mayor <citymayor@laurel.mt.gov>
Subject: Question from tonight's meeting

CA Braukmann-

I raised a question at tonight's council meeting regarding the contract for Savage Cat Rescue. My question on this is what precedent does this potentially set for the City to be obligated to enter into contracts with other non-profit organizations? The full context of the question can be viewed in the video from tonight's workshop, which did have audio this week 😊. But the just of the question is, this is a non-profit serving our community. All non-profits serve a need in the community and most are serving a need that the municipality is unable to provide and fund for their citizens. If we were to approve this contract, could this open the door for other non-profits to come to the City asking for a contract for services to our community, and would this set precedent that we would be obligated to move forward?

Looking forward to your thoughts, and happy to discuss.

Thank you!

Heidi Sparks- Council Member
City of Laurel- Ward 1

406-671-0911

Ward1a@laurel.mt.gov

File Attachments for Item:

2. Police Department Correspondence August 2023.



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 • Phone 406-628-8737 • Fax 406-628-4641

Total Calls

Printed on August 31, 2023

[CFS Date/Time] is between '2023-08-01 00:00:00' and '2023-08-31 23:59:59' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	9	9
: Agency Assist	75	75
: Alarm - Burglary	11	11
: Alarm - Fire	4	4
AMB : Ambulance	107	107
: Animal Complaint	14	14
: Area Check	9	9
: Assault	7	7
: Bad Checks	0	0
: Barking Dog	3	3
: Bomb Threat	0	0
: Burglary	1	1
: Child Abuse/Neglect	3	3
: Civil Complaint	20	20
: Code Enforcment Violation	18	18
: Counterfeiting	1	1

Code : Description	Totals	
: Criminal Mischief	6	6
: Criminal Trespass	16	16
: Cruelty to Animals	3	3
: Curfew Violation	4	4
: Discharge Firearm	0	0
: Disorderly Conduct	9	9
: Dog at Large	30	30
: Dog Bite	3	3
DUI : DUI Driver	5	5
: Duplicate Call	7	7
: Escape	0	0
: Family Disturbance	21	21
: Fight	1	1
FIRE : Fire or Smoke	18	18
: Fireworks	0	0
: Forgery	0	0
: Found Property	13	13
: Fraud	6	6
: Harassment	8	8
: Hit & Run	2	2
: Identity Theft	2	2

Code : Description	Totals	
: Indecent Exposure	0	0
: Insecure Premises	1	1
: Intoxicated Pedestrian	0	0
: Kidnapping	0	0
: Littering	2	2
: Loitering	2	2
: Lost or Stray Animal	17	17
: Lost Property	5	5
: Mental Health	11	11
: Missing Person	5	5
: Noise Complaint	1	1
: Open Container	0	0
: Order of Protection Violation	3	3
: Parking Complaint	20	20
: Possession of Alcohol	0	0
: Possession of Drugs	3	3
: Possession of Tobacco	0	0
: Privacy in Communications	1	1
: Prowler	1	1
: Public Assist	66	66
: Public Safety Complaint	11	11

Code : Description	Totals	
: Public Works Call	10	10
: Report Not Needed	4	4
: Robbery	0	0
: Runaway Juvenile	2	2
: Sexual Assault	3	3
: Suicide	0	0
: Suicide - Attempt	2	2
: Suicide - Threat	2	2
: Suspicious Activity	97	97
: Suspicious Person	21	21
: Theft	36	36
: Threats	3	3
: Tow Call	1	1
: Traffic Accident	19	19
: Traffic Hazard	11	11
: Traffic Incident	16	16
: TRO Violation	2	2
: Truancy	0	0
T/S : Traffic Stop	107	107
: Unattended Death	3	3
: Unknown - Converted	0	0

Code : Description	Totals	
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	0	0
: Warrant	18	18
: Welfare Check	22	22
Totals	964	964

File Attachments for Item:

6. Council Workshop Minutes of August 15, 2023.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 15, 2023**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:29 p.m. on August 15, 2023.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Kelly Strecker, Clerk/Treasurer
Stan Langve, Police Chief
Brittney Harakal, Administrative Assistant

Public Input:

There were none.

Executive Review

General Items

1. Resolution-Resolution Authorizing The Mayor To Approve An Agreement With Savage Cat Rescue, Inc.

Council asked if the proposed contract addressed the needs. Savage Cat Rescue stated that the contract did meet their needs.

A Council Member stated recently he had his dog barking at a cat on the roof of his garage. He asked if a dog owner would be cited if their dog was barking. It was clarified that dog owners could possibly be cited if the barking becomes a nuisance. However, citation is the last resort.

Savage Cat Rescue had sent over their 2023 data to the City. Of the 91 cats listed as being picked up in Laurel, 35 were out of city limits. It was clarified that out of those 56 within the City limits, 9 or 10 were kittens. There is still the cost of feeding, spaying, microchipping, and adopting out to families. They tend to be more expensive to care for because they require eight weeks of care.

It was questioned what happens if the cat trapped is someone's pet. It was clarified that they make attempts to reunify with the owner.

This contract would require a quarterly report to Council on the activity within the city limits.

It was questioned where these funds would come from. It was clarified that the funds would need to come from the General Fund. They would need to be budgeted for under Animal Control.

Council noted that when they passed the YVAS contract earlier this spring, it was discussed that adding cats would cost an additional \$2,000 per year. The contract presented with Savage Cat Rescue is almost double that amount. Council asked what the Police Chief's preference was.

Police Chief Langve stated that if we had a cat ordinance, he would prefer to go with YVAS since we already have an established relationship with them. He cannot recommend moving forward with a contract with Savage Cat Rescue as he does not see the need against all the other priorities.

A Council Member noted that a few years ago, LURA had paid for trapping the pigeons within the business district.

Council asked if the budget could absorb this contracted amount. It was clarified that the funds would need to be added to the Animal Control budget. The Police Department's budget does not have any padding within its budget to absorb this. They did not even have maintenance budgeted for the Animal Control vehicle.

Clerk/Treasurer Strecker stated that the money should stay within the Laurel city limits. She questioned if Savage Cat Rescue traps a cat and if they take donations from those who requested the service.

It was clarified that Savage Cat Rescue does accept donations from the public. Currently, the vet used is located in Molt, and she only charges \$50 for males and \$75 for females. Local vets are charging approximately \$200 for the same services. She does shop at the Laurel Walmart and Tractor Supply. Ms. Howard noted that YVAS does not come out and trap cats within the community.

Council noted that these are taxpayer dollars, and they would expect that those funds only be used within the city limits. With 56 cats in 8 months, they are on pace to collect 100 cats this year.

Police Chief Langve clarified that cats are not the biggest public safety threat.

Council asked if there was a city ordinance in place addressing cats. It was clarified that there is no ordinance regarding cats. It was further questioned if other communities have a cat ordinance. It was clarified that we did not ask if other communities have a cat ordinance. It was asked where it would need to be budgeted.

It was questioned if there is no budget authority, could the City use reserves to cover this contract. It was clarified that they would need budget authority to do so.

It was further clarified that not every dog is taken to YVAS; after so many hours, those dogs are taken into YVAS. The use of social media has made it easier for dogs to be reunited with their owners.

Ms. Howard noted that the recent animal cruelty case involving Shawn Robinson required him to donate \$5,000 to YVAS, who will not assist Laurel with the cats.

Council noted that initially when Savage Cat Rescue approached them, the discussion was focused on the work that they were doing. A not-for-profit chooses to come into Laurel and provide a service; now, the focus is on making this problem the City's responsibility. The Police Department needs more officers and to replace vehicles.

Council asked for clarification on whether this would open the door for other non-profits to request financial assistance from the City. Many good causes exist, but many non-profits are created to service a need that a city cannot.

Council Issues

Other Items

The 316 Union ratified their contract; see the attached email from the Civil City Attorney.

One request this year was to include Juneteenth as a holiday. The City follows all State holidays; the State has not recognized Juneteenth as a holiday. Instead, it was agreed upon that union members be given one floating holiday to use when they want.

It was questioned if they could all take the same day off as their floating holiday, and if they would, would it leave the City without services for that day. It was clarified that the Department Head has to approve all time off requests. This benefit will not affect the service to residents.

Attendance at Upcoming Council Meeting

Announcements

Council questioned when S. 4th Street will be paved. It was clarified that the portion of S. 5th Street in front of the school would receive a thin overlay before the start of the school year. The paving of S. 4th Street will be completed in September.

The next Public Works Committee meeting will be on Monday, August 21, 2023, at 6:00 p.m. in Council Chambers.

Heather Cunning, Wold Road, spoke about Laurel's long history of animal rescue. One organization was euthanizing the cats they trapped. She used to run Hope Haven. There is no support for animal rescues within this community. She did help YVAS get started on their cat program, but there are some flaws in that process. When she moved outside the City limits, she had 312 cats dropped off on her property.

She further commented on no longer being able to comment on Facebook posts. It was clarified that a decision was made to encourage residents to engage with their City government in a public forum.

Ms. Cunning spoke in favor of adding Juneteenth as a holiday recognized by the City.

The council workshop adjourned at 7:26 p.m.

Respectfully submitted,


Brittney Harakal
Administrative Assistant

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, FEBRUARY 07, 2023**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on February 7, 2023.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Michele Braukmann, Civil City Attorney
Brittney Moorman, Administrative Assistant
Kurt Markegard, Public Works, and Planning Director
Stan Langve, Police Chief
Kelly Strecker, Clerk/Treasurer, at 6:54 p.m.

Public Input:

Brennen Corey, 703 W. 5th Street, stated he is working to identify an Eagle Scout service project. He wants to construct a flag retirement pit at the City Cemetery; see the attached example picture. It would take up approximately 10 to 12 square feet. He would also like a flag receptacle where people can place their flags waiting to be retired.

It was questioned what the timeframe would be for this project. It was clarified that he still has merit badges to complete. However, the troupe will help build this project.

It was questioned if they would need anything from the City to complete this project. It was clarified that he would seek donations of materials to build this project.

It was questioned if there would be any ongoing maintenance. It was clarified that this project would be dedicated to the City so that the City would maintain. However, maintenance is expected to be minimal. It was further clarified that anyone could use the pit to retire their flags.

It was requested that Mr. Corey take this proposal to Cemetery Commission, who will bring forward a formal recommendation to Council.

General Items

1. Appointment of Dylan Figg and Collin White to the Laurel Emergency Medical Service.

There was no discussion on this item.

Executive Review

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.

This is the annual resolution to help run the transit program. It provides bus drivers.

It was questioned what this costs the City, and clarified that it costs the City 54% of the bus.

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Accept The Service Order From ClearGov, Inc. And Execute All Related Documents.

This software is to help the budgeting process. It simplifies budgeting, allows for easier communication on budget items, collaborates in real-time, gives long-term forecasts for all budgets, and automated workflows.

It was questioned whether this software would replace Black Mountain, and it was clarified that it works with Black Mountain to help make the budgeting process more streamlined.

It was questioned how the budget process currently works. The process starts on May 1st when the memo goes out to Department Heads.

This software has a 60 to 90-day implementation period, so we may not be able to use it until the 24-25 budget cycle. The City will pay for the software as of July 1, which will be in the next fiscal year.

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.

This resolution formalizes an agreement between the City and the Yellowstone Valley Animal Shelter. There is a \$5,000 yearly fee. The Police Department takes approximately 15 to 20 dogs into YVAS each year. It will cost an additional \$2,000 yearly if the City chooses to add cats. YVAS is a great resource when an animal needs to be euthanized. They are also very helpful in the event of a hoarder case, and those cases can be very expensive.

It was questioned if the City had contacted Laurel Vets to see if they would be willing to partner with us. And could the City list no surgeries over x number of dollars? It was clarified that the YVAS is the best option available to the City.

It was questioned if they could drop off animals after hours, and it was clarified that yes, they could drop off animals outside of regular business hours.

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Accept The Proposal From In Control, Inc. For City Of Laurel Wastewater Treatment Plant Upgrades And Execute All Related Documents.

This resolution is to upgrade the plc's at the Wastewater Treatment Plant. The plc's are the technology that keeps the sewer plant running. In Control is currently upgrading the Water Treatment Plant and will then begin work at the Wastewater Treatment Plant. The City will save \$63,500 by doing both plants simultaneously. The plc's are obsolete and need to be replaced. This project is budgeted for and will be paid for out of the sewer fund.

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Advanced Pump And Equipment, Inc.

Approximately six weeks ago, the computer and alarm system at the Elm lift station went down, and it needs to be replaced. The lift station is working on the back-up pumps and doing daily manual checks. The control panel will be located outside so the H₂S will no longer damage it.

It was questioned what this small service contract would cover. It was clarified that APE would install the computer wiring. The City may also need Ace Electric to come in and do some wiring. It will be approximately 10 to 12 weeks before this can be installed.

7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order For The Water System Preliminary Engineering Report With KLJ Engineering, LLC.

The draft PER was presented at the Public Works Committee in January. KLJ is working on finalizing the document. They are \$15k over budget, and there was a delay in getting financial data for approximately 7 to 9 months. This resolution is to approve half the cost of the overage, and KLJ will cover the other half of the overage.

The Steel tank is from 1968 and was recoated in 1998. There are paint chips that need to be dealt with, and the City needs to have another reservoir before it can do the needed maintenance on the current tank.

It was questioned what the timeframe would be to build a new reservoir, and it was clarified that we hope to build within the next year or two. It will take approximately a year or two to design. The City also needs to purchase land, which should help remove the need to use booster stations.

It was questioned if this would be a bond issue, and it was clarified that it would be an SRF loan. The City is also looking at the TESP grants, which are due next April. There are also Federal Infrastructure grants that the City can look at applying for.

8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Consent To Assignment Of Agreement By And Between Exxon Mobil Pipeline Company LLC And Par Pacific Holdings, Inc.

Exxon has sold all of its assets associated with the Billings plant. One of those assets is a pipeline that runs through Riverside Park. This resolution is to give consent to the easement to continue the same agreement with the new company.

Council Issues

CHS has planned very well for the upcoming turnaround, and the traffic impacts this turnaround will have. They are planning on bussing contractors in and using the East Laurel exit. April will be the peak of this turnaround. They will also be staggering the start and end of shifts to keep the traffic flows down as much as possible. There will be a formalized agreement for the OT provided by the Police Department.

It was questioned if there would be a four-way stop at 5th Avenue, and it was clarified that is not in the works. The City has requested it, but there is no update. A speed sign in the area will remind people to go the speed limit.

Other Items

There were none.

Attendance at Upcoming Council Meeting

Council Member Mackay will be absent.

Announcements

There were none.



The council workshop adjourned at 7:40 p.m.

Respectfully submitted,

Brittney Moorman
Administrative Assistant

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.



RESOLUTION NO. R23-08

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF LAUREL AND THE YELLOWSTONE VALLEY ANIMAL SHELTER, FOR THE PROVISION OF ANIMAL SHELTER SERVICES.

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

Section 1: Approval. The Agreement by and between the City of Laurel and the Yellowstone Valley Animal Shelter, a copy attached hereto and incorporated herein, is hereby approved.


Section 2: Execution. The Mayor is hereby given authority to execute the Agreement with the Yellowstone Valley Animal Shelter on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on the 14th day of February 2023, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of February 2023.

APPROVED by the Mayor the 14th day of February 2023.

CITY OF LAUREL




Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney



CONTRACT FOR SERVICES

This Agreement is made this 24th day of January, 2023, between the City of Laurel, Montana (“City”), and Yellowstone Valley Animal Shelter, Billings, Montana (“Contractor”).

City and Contractor, in consideration of the material covenants set forth in this Agreement, agree as follows:

1. **TERM:** This Agreement is effective as of the date of its execution and will begin on July 1, 2023 and terminate on June 30, 2024. The parties may extend this Agreement, by mutual concurrence, for four (4) additional one-year periods, in writing, prior to termination of each term.

2. **SCOPE OF WORK:** Contractor shall provide the following services:
 - a. **Dog Impounds:** Contractor agrees to admit and accept responsibility for the care and custody of all dogs impounded at the Contractor facility by personnel of the City and within the City boundaries, subject to the limitations set forth in this Agreement. The Contractor agrees to take reasonable care of such dogs in a manner consistent with good standard practices of animal shelters to include, but not be limited to, providing proper food, water and shelter.
 - i. It is understood that City has a facility to keep dogs for a 72-hour hold period. Under the terms of this Agreement, City may bring dogs to Contractor for veterinary treatment for illness or injury during this 72-hour hold period. If Contractor determines that such dogs require any vaccinations or other treatment in order to protect the greater population of animals, the Contractor may administer such treatment.
 - ii. All dogs not reclaimed by an owner within City’s 72-hour hold period shall become the property of the Contractor. Additionally, all dogs brought to Contractor’s facility by the City beyond the City’s 72-hour period shall become the property of the Contractor.
 - iii. Payment of all boarding fees and surgery costs shall initially be the responsibility of the animal owner. If the dog is not reclaimed within 72 hours, Contractor will notify the City and the dog will be placed for adoption and the unpaid boarding fees and surgery costs shall then be borne by the City.
 - iv. Any dog impounded for rabies quarantine will be held 10 days from the time of the bite or whatever time is required by the Yellowstone County Health Department, whichever is longer. The City may authorize an earlier release to the owner. No dog will be released from quarantine without a signed Rabies Quarantine Release Form that is provided by the City.

- v. All dogs impounded pursuant to this section will be held by the Contractor until they are released to Contractor by a signed release from the owner, the owner's legal representative, or by a court of law. The dog may be released to the owner with a release signed by the City. If the owner does not respond within 72 hours, the Contractor assumes ownership of the animal.

 - b. **Limitation:** This Agreement applies only to dogs and no other animals. Contractor will not accept any more than ten (10) dogs from one incident from the City, or any other entity, without prior notification. The City (or other entity) shall reasonably communicate with Contractor when it receives a report of an incident which could result in bringing more than 10 dogs to Contractor. Further, the City shall communicate and coordinate with Contractor regarding non-emergency incidents involving more than 10 dogs. Upon a minimum of six (6) hours' notification, Contractor will make every effort to accept the dogs but may choose not to accept all. The City will be responsible for seeking care for those animals elsewhere.

 - c. **Euthanasia During Impound Period:** The Contractor shall only euthanize a dog during the impound period within 72 hours upon written request by the City, order of a court of law, or if such dog is seriously injured, hopelessly sick or injured beyond any reasonable chance of recovery.

 - d. **Veterinary Care:** In the event a dog is brought to Contractor by an officer or citizen from within the City and logged in as a City impound, appropriate veterinary care will be provided if the situation arises. The Contractor will notify the officer of the veterinary care and the City will reimburse the Contractor for the cost of the veterinary services if not paid by the owner.
3. **PAYMENT:** For the services provided in this Agreement, City shall pay contractor an annual fee of Five-Thousand and no/100 Dollars (\$5,000.00) for the first year of the term of this Agreement. Subsequent annual fees shall be adjusted based on U.S. Bureau of Labor Statistics Consumer Price Index, West Region figures. Payment shall be made in equal monthly installments after invoicing by Contractor.
4. **OTHER FEES:**
- a. For impounded dogs, Contractor may collect daily boarding/reclaim fees from the owner at the time the dog is reclaimed. The boarding and reclaim fees will be set by Contractor.

 - b. In addition to all other fees allowed by this Agreement, if City brings ten (10) or more dogs into the shelter from any one given situation, City will pay an additional fee of Three Hundred and no/100 Dollars (\$300.00) to Contractor as emergency funding for each group of ten (10) dogs.

 - c. In addition to the foregoing, City will pay Contractor the cost of additional veterinary services requested by the City for any impounded dog authorized by the

City and not paid by the owner. Such services include but are not limited to workups for animal cruelty cases or other veterinary care.

- d. Contractor will bill the City monthly for all fees due under this Agreement, and such fees are due and payable within 30 days of receipt of the bill. Contractor may add finance charges for any bill not paid within 30 days, and City agrees to pay such charges.

5. **CITY DUTIES:** City will make every reasonable effort to locate the dog's owner before transporting the dog to Contractor. City will give six (6) hours' notice to Contractor of the surrender or capture of more than 10 dogs. City will not accept owner surrenders in the field. Persons surrendering a dog must make arrangements with Contractor.

6. **RECORDS:**

- a. The City, upon impounding a dog, will provide a written record to the Contractor to include:
 - i. The date and time the dog was impounded;
 - ii. A description of the dog by breed, gender, physical characteristics, collar and/or tags and assigned identification number;
 - iii. Location where the dog was found and reason for impoundment;
 - iv. Name, address, telephone number and location of the dog's owner, if known; and
 - v. Name and badge number of the officer impounding the dog.
- b. Contractor will provide upon request a written record of the disposition of all dogs impounded by the City, to include:
 - i. Disposition, date and time of same;
 - ii. Name, address and phone number of owners reclaiming their dog;
 - iii. Name, current address and telephone number of any citizen turning a dog into the shelter and logged in under the City account;
 - iv. Name of the Contractor representative releasing or euthanizing the dog; and
 - v. A monthly itemized account of all dogs impounded within the City and any additional charges for related services.
- c. Contractor agrees to attempt to verify the identity of the citizen by confirming identification with a photo identification card and making appropriate notations regarding such verification. And, with the individuals' consent, may photocopy that identification for use by the City.

7. **INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties. Contractor shall comply with the applicable requirements

of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all employees of Contractor's organization, except for those who are exempted by law. Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

8. **INDEMNITY:** The Contractor shall defend, indemnify and hold harmless City from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's negligence and for which City's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that City is liable for any damages by reason of a non-delegable duty.

The City shall defend, indemnify and hold harmless Contractor from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of City's negligence and for which Contractor's sole basis of liability is vicarious liability for the acts or omissions of City. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Contractor, is liable for any damages by reason of a non-delegable duty.

9. **INSURANCE:** Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming City as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work or service and for which the City's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance the City of Laurel as additional insured. In addition, Contractor will furnish to City a copy of the policy endorsement, CG 32 87 05 10, indicating that the City of Laurel is named as an additional insured under the Contractor's insurance policy. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of City. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

10. **COMPLIANCE WITH LAWS:** Contractor agrees to operate the shelter in accordance with local, state and federal laws, ordinances, rules, and regulations, and national standards, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section Mont. Code Ann. § 49-3-207, Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract. City agrees to comply with all local, state and federal laws, ordinances, rules and regulations.
11. **LIAISON:** City's designated liaison with Contractor is Stan Langve, and Contractor's designated liaison with City is Triniti Halverson, Yellowstone Valley Animal Shelter Executive Director.
12. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Subject to Section 14 of this Agreement, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

Either party may terminate this Agreement by providing the other with a written notice of intent to terminate at least ninety (90) days in advance of the termination date. Said notice shall be in writing and delivered to the other party.

13. **NON-WAIVER:** A waiver by either party, any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.
14. **DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to

resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this Agreement.

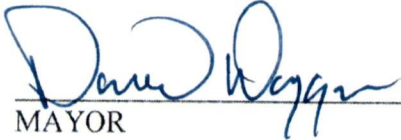
15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the Montana Thirteenth Judicial District Court, Yellowstone County.
16. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.
17. **BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
18. **NO ASSIGNMENT:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without written consent of the other.
19. **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
20. **HEADINGS:** The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
21. **SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
22. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the City or Contractor demonstrating both parties' compliance with the requirements of this Agreement.
23. **COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.
24. **INTEGRATION:** The Contract Documents, which comprise the entire agreement between City and Contractor, consist of the following:
 - This Agreement;
 - Contractor's proposal; and
 - Contractor's current Certificate of Insurance and Workers Compensation coverage.

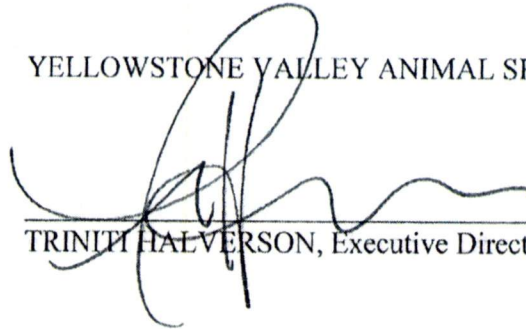
All communications, either verbal or written, made prior to the date of this Agreement are withdrawn unless specifically made a part of this Agreement.

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

CITY OF LAUREL, MONTANA

YELLOWSTONE VALLEY ANIMAL SHELTER


MAYOR


TRINITI HALVERSON, Executive Director

2023 LAUREL CITY LIMITS CATS HELPED BY SAVAGE CAT RESCUE
(January 1 - 15 Aug)

<u>CAT NAME</u>	<u>INTAKE DATE</u>	<u>ADDRESS WHERE FROM</u>	<u>DATE LEFT SCR</u>	<u>OUTCOME</u>	<u>TIP/CHIP?</u>
1) Thing 1	1/11/2023	1701 E Main st	1/13/2023	TNVR	Tip
2) Thing 2	1/11/2023	1701 E Main st	1/13/2023	TNVR	Tip
3) Suki	1/11/2023	1701 E Main st	1/13/2023	TNVR	Tip
4) Midnight	1/23/2023	512 Birch	1/28/2023	TNVR	Tip
5) Maryland	25-Jan	2106 E Maryland	3-Jul	Adopted	Chip
6) Cambridge Kitten	25-Jan	2106 E Maryland	1-Feb	Deceased	n/a
7) Baltimore	25-Jan	2106 E Maryland	22-Mar	Adopted	Chip
8) Frederick Kitten	25-Jan	2106 E Maryland	31-Jan	Deceased	n/a
9) Annapolis	25-Jan	2106 E Maryland	7-Jul	Adopted	Chip
10) Sporty	1/30/2023	512 Birch	2/4/2023	TNVR	Tip
11) Diamond	1/30/2023	512 Birch	2/4/2023	TNVR	Tip
12) Caboose	1-Feb	505 Round House	4-Feb	TNVR	Tip
13) Burlington	1-Feb	505 Round House	14-Jul	Adopted	Tip
14) Santa Fe	1-Feb	505 Round House	4-Feb	TNVR	Tip
15) Short Line	4-Feb	505 Round House	12-Feb	TNVR	Tip
16) Lanie	4-Feb	501 Sante Fe	11-Feb	TNVR	Tip
17) Sizzler	10-Feb	1701 E Main st	17-Feb	TNVR	Tip
18) Brake Man	12-Feb	415 Round House	17-Feb	TNVR	Tip
19) Doodle Bug	12-Feb	415 Round House	25-Feb	TNVR	Tip
20) Milk Train	12-Feb	415 Round House	25-Feb	TNVR	Tip
21) Gracie	14-Feb	801 Alder	15-Feb	TNVR	Tip
22) Conductor	15-Feb	505 Round House	18-Feb	TNVR	Tip
23) Venus	16-Feb	1303 E 6th Ave	17-Feb	TNVR	Tip
24) D'Batch	18-Feb	411 Badger Square	25-Feb	TNVR	Tip
25) Station Master	19-Feb	409 Round House	25-Feb	TNVR	Tip
26) Porter	19-Feb	409 Round House	25-Feb	TNVR	Tip
27) D'Artagnan	26-Feb	411 Badger Square	4-Mar	TNVR	Tip
28) Chris Craft	8-Mar	1303 E 6th Ave		Foster	Tip
29) Master Craft	12-Mar	1303 E 6th Ave		Foster	Tip

30) Sea Ray	12-Mar	1303 E 6th Ave	16-Mar	TNVR	Tip
31) Topeka	12-Mar	505 Round House	19-Mar	TNVR	Tip
32) Viper	18-Mar	2502 Lackawana		Foster	Tip
33) Firebird	18-Mar	2502 Lackawana		Foster	Tip
34) Big O	24-Mar	808 Ridge rd	30-Mar	TNVR	Tip
35) Bayliner	31-Mar	1303 E 6th Ave	6-Apr	TNVR	Tip
36) Bristol	31-Mar	915 Piper	4/4 FIV+	Euthanized :-)	n/a
37) Wilma (prego) Mom	1-Mar	Walmart Laurel parking lot	1-Jun	Adopted	Chip
38) Walker Kitten1	1-Mar	Walmart Laurel parking lot	15-May	Adopted	Chip
39) Willow Kitten2	1-Mar	Walmart Laurel parking lot	3-May	Adopted	Chip
40) Waldorf Kitten3	1-Mar	Walmart Laurel parking lot	8-May	Adopted	Chip
41) Widget Kitten4	1-Mar	Walmart Laurel parking lot	10-May	Adopted	Chip
42) Walter Kitten5	1-Mar	Walmart Laurel parking lot	9-May	Adopted	Chip
43) Church	3-Apr	505 Santa Fe	4-Apr	TNVR	Chip
44) Alder Berry	8-Apr	1110 Longview	16-Apr	TNVR	Tip
45) Alder Creek	8-Apr	1110 Longview	16-Apr	TNVR	Tip
46) Snowball	16-Apr	1241 Alder	15-May	TNVR	Tip
47) Rizzo	16-Apr	1241 Alder	20-Apr	TNVR	Tip
48) Barn Burner	25-Apr	2837 N Ramshorn	15-Jun	Adopted	Chip
49) Barnes	25-Apr	2837 N Ramshorn		Foster	Tip
50) Noble	25-Apr	2837 N Ramshorn		Foster	Tip
51) Chaparrel	1-May	1303 E 6th Ave	4-May	TNVR	Tip
52) Dave	29-Apr	1st ave at Main st	28-Jul	Adopted	Chip
53) Lund	1-May	1303 E 6th Ave	4-May	TNVR	Tip
54) Sugar Cane	14-Apr	1241 Alder	23-Jul	Deceased FIP?	n/a
55) Sugar Puff	14-Apr	1241 Alder	14-Jul	Adopted	Chip
56) Sugar Bear	14-Apr	1241 Alder		Foster	Chip
57) Harley	15-May	619 Washington	17-May	TNVR	Tip
58) Onyx	15-May	619 Washington	17-May	TNVR	Tip
59) Hammy	23-May	2508 Lackawana	15-Jun	Adopted	Chip
60) Mr Wills	28-May	1220 Allendale rd	3-Jun	TNVR	Tip
61) Tommy Pickles	10-Jun	2315 E Maryland		Foster	Chip
62) Lil DeVille	10-Jun	2315 E Maryland	6/20 Birth deffect?	Deceased	n/a
63) Phil DeVille	10-Jun	2315 E Maryland	6/20 Birth deffect?	Deceased	n/a

64) Chucky Finster	10-Jun	2315 E Maryland		Foster	Tip
65) Calypso	16-Jun	914 Bristol	4-Aug	Adopted	Chip
66) Callie Too (had 4 kittens)	17-Jun	1241 Alder	Had 4 kittens	Foster	Tip
67) Callie Too Kitten1	20-Jun	1241 Alder		Foster	Chip
68) Callie Too Kitten2	20-Jun	1241 Alder		Foster	Chip
69) Callie Too Kitten3	20-Jun	1241 Alder		Foster	Chip
70) Callie Too Kitten4	20-Jun	1241 Alder		Foster	Chip
71) Morris	18-Jun	2315 E Maryland	26-Jun	TNVR	Tip
72) Calico runt Kitten1	23-Jun	1029 Alder	7/6 Birth defect?	Deceased	n/a
73) Lucky Duck	23-Jun	1029 Alder		Foster	Chip
74) Lucky Dog	23-Jun	1029 Alder		Foster	Chip
75) Grimm	23-Jun	524 Juniper	6/27 FIV +	Euthanized :-(n/a
76) Briggs	26-Jun	915 Piper	6/27 FIV +	Euthanized :-(n/a
77) Marmalade	4-Jul	901 Bristol	10-Jul	Adopted	Chip
78) Buddy	1-Jul	524 Juniper		Foster	Chip
79) Tigger	14-Jul	2506 Lackawana		Foster	Chip
80) Tikki	14-Jul	2506 Lackawana	22-Jul	Adopted	Chip
81) Long Island	19-Jul	1119 Lonview	11-Aug	TNVR	Tip
82) Long Beach	19-Jul	1119 Lonview	11-Aug	TNVR	Tip
83) Long Beach	23-Jul	1119 Lonview		Foster	Tip
84) Sudoku (had 5 kittens)	23-Jul	505 Round House		Foster	Chip
85) Kitten1 black	24-Jul	505 Round House		Foster	
86) Kitten2 black	24-Jul	505 Round House		Foster	
87) Kitten3 black	24-Jul	505 Round House		Foster	
88) Kitten4 black	24-Jul	505 Round House		Foster	
89) Kitten5 black	24-Jul	505 Round House		Foster	
90) June	8-Aug	2317 E Maryland	9-Aug	TNVR	Chip
91) Alex	8-Aug	2317 E Maryland	9-Aug	TNVR	Chip

Brittney Moorman



City Mayor
Tuesday, August 15, 2023 6:06 PM
Brittney Harakal
FW: Local 316 CBA Ratification et al

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

From: Civil Attorney <civilattorney@laurel.mt.gov>
Sent: Tuesday, August 15, 2023 5:57 PM
To: City Council <citycouncil@laurel.mt.gov>; City Mayor <citymayor@laurel.mt.gov>
Cc: Kelly Strecker <kstrecker@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>; Kurt Markegard <kmarkegard@laurel.mt.gov>
Subject: Local 316 CBA Ratification et al

Dear CC Members:

I wanted to send an email in advance of this evening's meeting, to provide you some information regarding an item that will be added under "Other Items" tonight, and then publicly-noticed for this upcoming CC Meeting (next Tuesday) for consideration by CC. I unfortunately cannot make tonight's Meeting, as I have an obligation for a parent meeting for one of my HS'ers sports. I also will be gone during next week's Meeting, as I am in Eastern Montana for a two-day hearing for another Client. So, if you have any questions, please let me know, and I can email responses back to you, or I can schedule a call with any of you with questions to provide you any additional information.

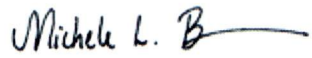
Tonight, you will have presented to you the Local 316 Collective Bargaining Agreement for the next three year term. We engaged in negotiations on this Union CBA over the past few months. For the City, myself, Kurt, Kelly, and Matt were on the Negotiating Committee. We were able to arrive at an agreement between Local 316 and the City on various terms to be revised in the CBA. As you might expect, the primary negotiation item was wages. In addition to that, we negotiated various provisions in the CBA related to an "attendance incentive program" for the Union, additional PTO, and various other "smaller items." We also addressed and cleaned-up language on some of the "problem areas" that we have had to deal with the past year – including use of the Vacation Calendar between the various divisions of the Public Works Department, cancellation of already-identified vacation days, reversion and probation issues, and a few other items.

What you have in front of you tonight is the ratified CBA from the Union. They voted on and approved this new contract. Now, it is to you to consider and determine if you will approve. It is Staff's recommendation that you approve the CBA, as it presents the best terms that we could arrive at after many hours of negotiation.

Please let myself, or anyone on the Negotiating Committee, know as to any questions. Thank you.

Finally, one other item – tonight you have in front of you the Contract that I prepared and approved with Savage Cat Rescue. Lori will be present tonight to answer any questions. The contract protects the City from an indemnification standpoint, and I'm comfortable with its terms, from the legal end of things. However, if you have any questions on this item, as well, please don't hesitate to reach out to me.

Best Regards,



Michele L. Braukmann
Civil City Attorney
City of Laurel
Cell Phone: 406.671.3963
civilattorney@laurel.mt.gov

MEMORANDUM OF UNDERSTANDING

STANDBY STATUS/PAY

Between the CITY OF LAUREL and AFSCME 316 UNION MEMBERSHIP City of Laurel Public Works

Date: July 24, 2023

Regards: Call Out Pay Procedure and Compensation

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

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

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

Employees who live within a five (5) mile radius from the City limits whose duties include utilizing City service vehicles in conjunction with their standby for emergency call outs shall be allowed to take the service vehicle home with them are on the standby schedule may take home a City service vehicle to be used to respond to call outs as necessary. An employee who receives a telephone call for the purpose of troubleshooting problems but who does not report to a jobsite or city facility shall be compensated a minimum of 15 minutes pay or actual time for each issue. Employees are required to initiate calls to offsite employees using a city phone.

Sunsets:

- This Memorandum of Understanding (MOU) can be sunset at any time by the City of Laurel due to budgetary concerns or emergency circumstances.
- This MOU may be sunset by mutual agreement between the Union and the City at any time.
- In the event this MOU is sunset, the Union and City will revert to the callout/standby language as provided in the current Collective Bargaining Agreement (CBA).

This MOU does not modify any portions of the CBA unless specifically noted above; and all provisions remain in effect as negotiated.

ATTEST:

Dated this _____ day of _____, 2023

City Mayor

Dated this _____ day of _____, 2023

Union President

AGREEMENT
BETWEEN
THE CITY OF LAUREL
AND
LOCAL 316

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

JULY 1, 2023 -JUNE 30, 2026

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AGREEMENT

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

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

ARTICLE I -RECOGNITION

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

ARTICLE II -UNION SECURITY

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

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

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

ARTICLE III - DUES ASSIGNMENT

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

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

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

ARTICLE IV -MANAGEMENT RIGHTS

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

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

- a. Direct employees;
- b. Hire, promote, transfer, assign, and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive; (MCA 39-31-303)
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- g. Establish the methods and processes by which work is performed.

g-h. All powers of Management Rights in the Laurel Public Library apply to the Library Director, under the supervision of the Library Board of Trustees, except to the extent otherwise contemplated by Montana law.

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Section 3. Effective Laws, Rules, and Regulations: The parties recognize the right, obligation, and duty of the Employer, and its duly designated officials, to promulgate rules, regulations, directives, and orders from time to time as deemed necessary in so far as such rules, regulations, directives, and orders are not in conflict with the terms of this Agreement. All terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of the state and federal government agencies.

ARTICLE V -NONDISCRIMINATION

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

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

ARTICLE VI - STRIKES AND LOCKOUTS

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

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

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

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

ARTICLE VII - SENIORITY

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

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

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

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

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

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

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

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

ARTICLE VIII -HOURS OF WORK

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

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

e.d. The work schedule for the Library will be determined by the Library Director.

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

Section 3. Work Schedule:

- a. The working schedule for all day personnel shall be 7:00 a.m. to 3:30 p.m. for all departments, except as previously contemplated herein (as it relates to the Court Clerks and Library personnel), with 1/2-hour unpaid lunch. A normal lunch period shall be from 11:00 a.m. to 11:30 a.m. unless a department has established a different practice for the 1/2-hour lunch.

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- b. The work schedule for all shift personnel shall be eight (8) continuous hours.
- c. Relief personnel will work regular schedules, except when relieving a shift person who is off on approved leave. In cases of a short back situation, Employer may require the relief personnel to take an eight (8) hour break when transitioning back to his/her regular shift for purposes of safety.
- d. Relief personnel will assume the days off and the work hours of the person he is relieving, unless he is only filling in for less than a week.
- e. The sweeper position may have a 3:00 a.m. to 11:00 a.m. shift, Tuesday and Friday, from approximately April 1 through October 1 of each year. The employee in this position may be required to eat his/her lunch on the job during these hours. Snowplowing and sanding shall have a 6:00 a.m. to 2:00 p.m. shift, unless the snow is of such severity as determined by the Employer to require different hours.
- f. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger.
- g. Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed.
 - (1) In the bargaining unit, the above shifts and/or schedule may be changed by mutual agreement between the Employer, Union, and the employee(s), except relief personnel shall work a schedule change for a shift person who is off on approved leave.
- h. The work week, work day, and work schedule set out above may be changed by mutual agreement between the Union and Employer.

Section 4. Lunch and Rest Periods:

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

ARTICLE IX - COMPENSATION

Section 1. Salaries, Wages, and Longevity:

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

Section 2. Overtime:

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

unavailable, the supervisor shall call out employees in inverse order of seniority for call out situations only. In such an event, the least senior qualified employee shall be required to work the designated overtime. A new list will be posted on the first working day of each six (6) months. In the event management does not call in the rotating order on the call out list, grieved employee can file a time slip.

~~h. a. Three Strikes: If management attempts to call out an employee and the employee declines the call out three times, that employee will be removed from the call out list for six months.~~

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i. It is not the intention of the parties to have employees work overtime in departments or positions for which they are not trained, licensed, or qualified. Overtime worked in departments other than the department in which the employee works shall not be allowed except in preventing the layoff of full-time employees or in bona fide emergency and at the explicit direction of the Employer.

~~j. There will be four call out lists: Maintenance/Mechanic, Water, Sewer, and Utilities by seniority. Management has the discretion to apply the lists as necessary for the business of the City. The following areas are defined for call out list: maintenance shop, water plant, and sewer plant. Employees who are called out may be utilized in other areas for a specific job if qualified.~~

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k. There shall be no compounding or pyramiding of overtime pay, holiday pay, or premium pay, and only the highest applicable rate will be paid.

~~l. In departments if the relief is not available to work, the employee on his/her day off will be called first to work the available overtime from the call-out list. If the employee on his/her day off is not available, then the other employees may split the shift or part of the shift as agreed to by the employees within each department. "If an employee is working on a task that carries them into overtime hours, and management approves, the employee is provided the option to continue on the task before another employee is called out."~~

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m. Scheduled overtime may be offered by seniority first and then by inverse seniority if numbers of employees are not achieved.

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

Employees may bank up to one hundred (100) hours of comp time each year. ~~Comp time may be cashed out twice per year with deadlines of last payroll in May and last payroll in November (time tickets are due Monday at 8:00am the week before payroll). Requests must be in writing to the payroll clerk (utilizing the form provided by the City), and any amount of available hours may be requested, which shall be use it or lose it time. There shall be no cash payout of compensatory time.~~

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

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

ARTICLE X -HOLIDAYS

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

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

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

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

Section 3.

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

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

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

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

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

ARTICLE XI - ANNUAL VACATION LEAVE

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

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

*Based on an eight (8) hour day

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII - SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Sick Leave pertaining to shift personnel:

- a. Relief person will work for an employee who is on sick leave unless it is an overtime situation; then the Employer will follow the call-out list.
- b. Employees working during another employee's illness, if an overtime situation, will submit extra time to their supervisor on the daily time report, which will be paid at one and one-half (1 ½) times their hourly rate.
- c. Shift personnel on sick leave will inform the plant operator as soon as possible to cover shift, and document with management by the following morning.

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

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

Section 10. In the event that an employee becomes incapable of performing the duties of his/her regular position through occupational illness or industrial accident, the Employer may transfer the

employee without loss of pay to a position for which he/she is qualified, provided the change can be accomplished without displacing another employee.

Section 11. Emergency Sick Leave:

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

ARTICLE XIII - LEAVE WITH OR WITHOUT PAY

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

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

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

bargaining unit upon commencement of such leave, except as may be mutually agreed to by the Union and the Employer.

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

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

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

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

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

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

Section 5. Other Leaves With or Without Pay:

- a. After satisfactory completion of the probationary period, leaves of absence may be granted for good and sufficient reason with prior approval of the Employer. Leaves may be used for personal business requiring the employee's attention and other reasons mutually agreed upon. Employees may take leave of absence without loss of pay or charge against other leave and if the work schedule allows. Requests for leave of absence without pay shall be submitted in writing by the employee to his/her department head. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- b. The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "Duly authorized representatives of the Union". "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the Employer.

- c. Any employee subject to this Agreement, elected or appointed to public office, shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disability certified by a licensed physician.
- d. Leave, with or without pay, may be granted for attendance at a college, university or business school for the purpose of training in subjects related to the work of the employee that will benefit the employee and the Employer.

Section 6. Personal Leave: Those covered under the working agreement receive ~~40~~ 48 hours of personal leave to be utilized each year of the agreement. Arrangements for this time-off will be made with the supervisor. There will be no cash out on personal time and such time is use it or lose it. Eight hours of the 48 hours of Personal Leave is in lieu of Juneteenth. If the State Legislature recognizes Juneteenth as a holiday, these eight hours will sunset.

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

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ARTICLE XIV - WORKING CONDITIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE XV - HEALTH, SAFETY AND WELFARE

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

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

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

Employee Only	\$ 1,010.93 847.64/month, with increases equal to the single rate
Employee/Child(ren)	\$1,100.00/month
Employee/Spouse	\$1,100.00/month
Employee/Family	\$1,100.00/month

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

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

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

- a. City will handle purchasing of safety footwear and retain receipts/documentation. The City shall only be responsible to pay \$200 toward the purchase of safety footwear. Any amount above the \$200 shall be paid by the Employee. If Safety footwear is damaged, in need of repair, or replacement due to working conditions, the employee must notify supervisor for repair or replacement. Safety footwear must meet current ANSI standards. Safety footwear must be worn during work hours.
- b. Safety prescription glasses (must meet current ANSI standards) will be provided by Employer for employees that are in need of prescribed corrective lenses. Prescription safety glasses will be purchased at the vendor chosen by the Employer. Employer authorization must be given to employee prior to ordering through Employer vendor. Employees in need of new prescription safety glasses due to prescription change will notify Employer. Employer will cover cost of the new prescription lenses. Employer will provide prescription safety glasses annually by mutual agreement or every two (2) years.

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

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

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

The Safety Committee:

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

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

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

Section 7. Drug and Alcohol-Free Workplace: It is agreed that all employees are prohibited from unauthorized use, consumption, distribution, or unauthorized possession of controlled substances, including but not limited to prescription drugs and medical marijuana (illegal drugs), or alcoholic beverages while on duty; to unlawfully manufacture, distribute, dispense, possess, or use a controlled substance, including but not limited to prescription drugs and medical marijuana, or an illegal drug at the worksite or in any Employer-owned vehicle; or reporting to work under the influence of medical marijuana or other illegal or prescription drugs and/or alcohol. Employees who are required to possess a CDL for their positions are subject to this section, as well as all federal DOT regulations/requirements.

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

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

ARTICLE XVI - JOB POSTING

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

- a. When a vacancy or newly-created position is posted when an employee is on vacation, sick leave, or any approved leave, the employee has two (2) working days to bid for such position after he/she returns to work.
- b. If a position is vacant due to an employee bidding another position in the City, the position vacated will be bid as temporary or left vacant until the previous employee has completed his/her probationary period or posted as vacant.
- c. Employer shall post such vacancies in all departments for a period of no less than five (5) working days.
- d. An employee who bids into a new position may not bid into another position until he/she completes his/her probationary period, unless agreed by the Union and the Employer that such action is in the best interest of the Employer.
 - 1) Exception: If no employee bids a position, the employee who is serving the probationary period may bid for the position within three (3) working days after the closing date of the bid;
 - 2) Exception: If an employee is disqualified by the Employer from their position during their probationary period and reverts back to the originally-held position, such employee may then bid other jobs;
 - 3) If more than one employee bids, the procedure for awarding will be the same as for bidding a position.
- e. If no qualified employee bids on a posted position, the Employer may search outside its current employees for an applicant to fill such position.
- f. The Employer shall not bid a vacated position where an employee will be first assigned as temporary and then regular full-time position unless the Employer is prepared to fill the fully-funded position within two (2) weeks of the closing date of the final bid. No employee shall be awarded such a position and be held in their old position for a period that exceeds two (2) working weeks.

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

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

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

- a. ~~Employee failing probation due to not obtaining proper license, due to failing the test. If a~~ ~~transferred employee not passing does not pass the licensing test in the one (1) year allowed in the one (1) year allowed to meet the~~ job description of said position, the ~~probationary training~~ period may be extended by mutual agreement of Employer and Union.

ARTICLE XVII – DISCIPLINE

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

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

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

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

- a. Employee may submit a written request for removal of a letter of discipline one year after the date of the written letter was issued. The written request shall be submitted to Employee's immediate supervisor.
- b. Employee (accompanied with a union representative if employee wishes) and the supervisor who authored the letter shall meet within five (5) working days unless extended by mutual agreement. Employee and supervisor shall discuss the circumstances surrounding the written disciplinary action and the Employee's conduct since the issuance of the letter.

c. The supervisor and employee (accompanied with a union representative if employee wishes) shall request a meeting with the Chief Administrative Officer Mayor/Library Director. The meeting must take place within five (5) working days, or extended by mutual agreement, for the consideration of the employee's request for removal of the letter at issue. The ~~Chief Administrative Officer~~ CAO/Mayor/Library Director shall render his/her decision within five (5) working days of said meeting or extended by mutual agreement.

d. If the supervisor who issued the written discipline no longer works for the Employer, employee may file his request with the ~~Chief Administrative Officer~~ CAO/Mayor/Library Director for consideration and processing as provided in this Article.

e. Written documentation of oral admonishments, letters of warning, caution or reprimand may be retained by the Employer in files other than the employee personnel file only for the purpose of preserving evidence for subsequent legal proceedings that the Employer may be a party to if legal proceeding is filed within the applicable statute of limitation.

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

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

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

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1. Definitions:

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

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

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

Section 2. Agreement and Purposes:

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

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

- a. A Grievance not filed or advanced by the Grievant within the time limits provided in this section shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer to answer within the time limits set forth in any step will entitle the grievant to advance the grievance to the next step.
- b. A Grievance by the Union, after attempting to informally resolve the Grievance, shall be in writing and commence at Step 3.

Step 1. Public Works Director

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

Step 2. Union Member Grievance Presentation to the Union

If the grievant is not satisfied with the decision and disposition through Step 1, the grievant shall submit the grievance petition to the Union within five (5) calendar day's receipt of the decision

issued pursuant to Step 1. The Union, upon receipt of the written and signed grievance petition, shall determine if a valid grievance exists. The Union shall have fifteen (15) calendar days to provide a response to the Union Member. If the Union determines no basis for a grievance exists, no further action on the part of the Union is necessary since the grievance shall be considered null and void. If the Union determines, by a majority vote, that a valid grievance exists the grievance shall proceed to Step 3.

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

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

Step 4. Appeal to the Grievance Committee

The Union and Employer shall utilize a Grievance Committee as provided herein for Appeals of decisions rendered pursuant to Step 3. The Grievance Committee shall constitute three members. The Members must include a Union member, an Employer representative and a Mediator from the Montana Department of Labor and Industry, Board of Appeals, or if unavailable, a neutral third member agreed upon by both parties. The Grievance Committee for each grievance shall be formed and selected by random name draw. The Union and Employer shall provide each other the names of at least three representatives who are willing to serve on the Grievance Committee by January 1 of each year. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

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

Step 5. Arbitration

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

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

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

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

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

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

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

ARTICLE XIX - SAVINGS CLAUSE

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

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

Section 1. The provisions of this Agreement shall be retroactively effective to July 1, ~~2020~~2023, and will remain in full force and effect until June 30, ~~2023~~2026. ~~Wages and benefits for the final two years of this contract will be opened in Spring of 2021~~ ~~2026~~ following the opening procedure outlined below. All provisions of this Agreement may be opened and negotiations shall commence in February of ~~2023~~2026. During the first week of February, the CAO/Mayor and the Union President shall meet and schedule the first session with the assistance of a mediator from the Board of Personnel Appeals to assist with scheduling Interest Based Bargaining. This Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other that it desires to make changes. In the event changes are desired, the parties shall seek forthwith to arrange a meeting for the purpose of negotiating changes and shall remain in full force and effect until negotiations are concluded.

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

In Witness Whereby: The parties, acting by and through their respective and duly authorized officers and representatives, have set their hands on this ~~2020~~2023.

For the City of Laurel:

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

_____ CAO/Mayor	_____ President, Local #316
_____ City Clerk – Treasurer	_____ Local #316 Negotiation Committee
_____ City Negotiation Committee	_____ Local #316 Negotiation Committee
_____ City Negotiation Committee	_____ Local #316 Negotiation Committee
_____ City Negotiation Committee	_____ Local #316 Negotiation Committee
	_____ Field Rep., Montana Council #9, AFSCME, AFL-CIO

CLASSIFICATION APPEAL

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

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

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

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

ADDENDUM "A" - CLASSIFICATION

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

Library Classifications are as follows:

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

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ADDENDUM "B" - WAGES

~~1.~~ Effective July 1, ~~2020~~2023, each bargaining unit employee shall receive an increase of ~~2.50%~~4.00% to their current base rate. ~~Effective July 1, 2024 each bargaining unit employee shall receive an increase of 4.00% to their current base rate. Effective July 1, 2025, each bargaining unit employee shall receive an increase of 3.00% to their current base rate.~~

~~2.~~ The Union and City will return to the negotiation table Spring 2021 to negotiate a ~~2-year wages and benefits package.~~

~~1.~~

~~3.~~2. The Employer shall compensate a newly-hired employee at ninety-five percent (95%) of the base rate for his/her classification grade for the first twelve (12) months of employment. After employee's successful completion of his/her twelve (12) month probationary period, the Employer shall compensate employee in accordance with the position's pay schedule.

~~4.~~3. The Employer shall immediately pay a transferred or promoted employee one hundred percent (100%) of the base rate for his/her classification grade if the transferred or promoted employee possesses the license(s) or certification(s) required for the position. If a transferred or promoted employee does not possess the license(s) or certifications(s) for the position, the Employer shall pay the employee ninety-five percent (95%) of the base rate for the position until employee successfully obtains the requisite license(s) or certifications(s). However, the employee promoted into an equivalent or higher-grade position shall begin at not less than the rate of pay of his/her previous position in the new grade. If the transferred or promoted employee fails to obtain the requisite license(s) or certification(s) for the position within one (1) year from the date of his/her transfer or promotion, the Employer ~~shall may~~ terminate the employee. Transferred or promoted employee retains no right to return to his/her former position, unless mutually agreed-upon between the employee and Management.

~~5.~~4. Employees will receive differential pay of seventy-five cents (\$0.75) per hour for the afternoon shift and one-dollar (\$1.00) per hour for the night shift in addition to any other compensation. If the day shift over lays into the night or afternoon shift by more than two (2) hours into and/or out of differential hours, said hours shall be paid at the appropriate differential rate for the actual hours worked.

~~6.~~5. Afternoon shift shall be hours between 3 p.m. and 11 p.m. Night shift shall be hours between 11 p.m. and 7 a.m.

~~7.~~6. When ~~an employee (a qualified relief operator or a qualified employee)~~ is temporarily assigned to a higher grade by management, ~~the that~~ employee shall receive the wage rate

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of the step of the higher grade corresponding to his/her current step for each hour worked in the higher grade, provided however, that such employee works four (4) hours or more in the higher grade in the same eight (8) hour shift. The employee shall receive the higher rate of pay for the full eight (8) hour shift for the actual hours worked by the employee in that higher grade.

7. Union employees will be compensated at \$0.20/hour per DEQ Certification license with the appropriate job classification held by Union employee. Candidates that successfully complete the training program will be compensated \$0.20 for up to one license only. Transferring employees will not lose their \$0.20 per hour as long as they transfer to a position that requires a DEQ license.
8. Wastewater Treatment Plant Operator I wage will be increased by \$0.10 per hour based on the July 1, 2023 rate.

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Grade	Position	7/1/2022 Adjusted Salary for Calculation % increases	Effective 7/1/2023 5.00% Increase	Effective 7/1/2024 4.00% Increase	Effective 7/1/2025 3.00% Increase
1					
2					
3	Maintenance Worker I	18.86	19.80	20.59	21.21
	Court Clerk I	18.60	19.53	20.31	20.92
4					
5	Court Clerk II	20.41	21.43	22.29	22.96
6	Water Plant Operator I	25.81	27.10	28.18	29.03
	Wastewater Operator I	25.81	27.10	28.18	29.03
	Maintenance Worker II	25.18	26.44	27.50	28.33
	Court Clerk III	22.25	23.36	24.29	25.02
	Utility Maintenance Worker II	25.71	27.00	28.08	28.92
7	Mechanic	26.12	27.43	28.53	29.39
8	Water Plant Operator II	26.59	27.92	29.04	29.91
	Wastewater Operator II	26.59	27.92	29.04	29.91
	Maintenance Worker III	26.65	27.98	29.10	29.97
	Utility Maintenance Worker III	27.19	28.55	29.69	30.58
9	Water Plant Chief Operator	28.07	29.47	30.65	31.57
	Wastewater Chief Operator	28.07	29.47	30.65	31.57
	Library:				
	Assistant Director	21.84	22.93	23.85	24.57
	Tech Services Librarian	18.81	19.75	20.54	21.16
	Library Clerk I	13.40	14.07	14.63	15.07
	Substitute Clerk	15.75	16.54	17.20	17.72
	Library Clerk II	16.27	17.08	17.76	18.29

ADDENDUM "C" - LONGEVITY

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

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

Longevity pay will be computed as follows: ~~\$7,758.00~~ per month for each year of service.

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

		1 st Offense	2 nd Offense	3 rd Offense
2.1	Bringing or using unauthorized alcohol or illegal drugs on City property or work place during working hours	Dismissal		
2.2	Reporting to work intoxicated from alcohol or other drugs	Referral for diagnosis and treatment	Suspension or Dismissal	

2.3	False statement on application	Dismissal		
2.4	Stealing from fellow employees, the public or the City	Dismissal		
2.5	Refusal to do work assigned	Dismissal		
2.6	Punching another employee's time card	Dismissal		
2.7	Intentionally reporting incorrect production or falsifying records	Dismissal		
2.8	Abusive or threatening language to any supervisor or to any employee	Written reprimand	3-day suspension	Dismissal
2.9	Willful destruction on defacing City property	Dismissal		
2.10	Fighting on city property	3-day suspension	Dismissal	
2.11	Failure to report to your supervisor any accident you have while at work within current working shift	Written reprimand	3-day suspension	Dismissal
2.12	Horseplay	Written reprimand	3-day suspension	Dismissal
2.13	Unauthorized use of equipment or property	Written reprimand	3-day suspension	Dismissal
2.14	Leaving the work assignment during working hours without permission	Written reprimand	3-day suspension	Dismissal
2.15	Disregarding starting and quitting time for shifts and rest periods	Written reprimand	3-day suspension	Dismissal
2.16	Unexcused absence or persistent absenteeism	Written reprimand	3-day suspension	Dismissal
2.17	Abuse of sick leave policy	Written reprimand	3-day suspension	Dismissal
2.18	Absent of 3 days without notes	Dismissal		
2.19	Substandard quality of work	Written reprimand	3-day suspension	Dismissal
2.20	Disobeying safety regulations	Written reprimand	3-day suspension	Dismissal
2.21	Failing to notify your supervisor that you will be absent from work that day	Written reprimand	3-day suspension	Dismissal
2.22	Sleeping on duty	Written reprimand	Dismissal	
2.23	Failure to drive City vehicles in a safe manner	Written reprimand	3-day suspension	Dismissal
2.24	Discourteous or degrading service to citizens of the City	Written reprimand	3-day suspension	Dismissal
2.25	Insubordination	Dismissal		
2.26	Unauthorized distribution of written printed material of any description	Written reprimand	3-day suspension	Dismissal
2.27	Unauthorized solicitation or sales on premises	Written reprimand	3-day suspension	Dismissal
2.28	Willful violation on written rules, regulations polices or directives	Written reprimand	3-day suspension	Dismissal
2.29	Conviction of a felony	Dismissal		
2.30	Receiving 3 reprimand letters in 9 months	Dismissal		
2.31	Receiving 3 suspensions within 9 months	Dismissal		

2.32	Willful violation of any federal, state or local laws, excluding traffic	Dismissal		
2.33	Any employee required to have a valid drivers' license or CDL – conviction of DUI and failure to obtain a work permit	Dismissal		
2.34	Any employee required to have a valid driver's license or CDL and they fail to maintain insurability	Dismissal		
2.35	Failure to follow 49CFR Part 382 of Omnibus Transportation Employee Testing Act of 1991 and the DOT policies for CDL drivers	See specific Act for discipline required		
2.35	Sexual harassment or other unwelcome behavior of another employee or other person	Suspension or Dismissal	Dismissal	
2.37	Unauthorized possession of firearms on City property	Dismissal		

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

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

ADDENDUM “E” – DEQ TRAINING PROGRAM

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

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

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

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

ADDENDUM “F” – FLEX PLAN CONTRIBUTION

The City shall pay a ~~\$600-700~~ flex/cash contribution per union employee during the each of the 2020-2023-2026 contract (fiscal) years. ~~Limited negotiations for 2021-2023 may include a flex change as part of wages/benefits package.~~

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

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

If the employee elects to take the contribution as a cash payment, the employer shall withhold all requisite taxes pursuant to state and federal laws.

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

File Attachments for Item:

7. Special Council Workshop Minutes of August 22, 2023.

**MINUTES
CITY OF LAUREL
SPECIAL CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 22, 2023**

A Special Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 7:00 p.m. on August 22, 2023.

COUNCIL MEMBERS PRESENT:

<input type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Kelly Strecker, Clerk/Treasurer
Stan Langve, Police Chief
Brittney Harakal, Administrative Assistant
Kurt Markegard, Planning Director
Nancy Schmidt Library Director
Travis Nagel, Assistant Fire Chief

Public Input:

There were none.

General Items

Executive Review

Council Issues

1. General Fund Budget Discussion

The Mayor, Council Members, and Department Heads reviewed each line item of the proposed General Fund Budget, see attached.

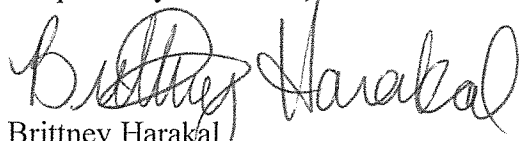
Other Items

Attendance at Upcoming Council Meeting

Announcements

The council workshop adjourned at 7:25 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brittney Harakal". The signature is written in a cursive, flowing style with some loops and flourishes.

Brittney Harakal
Administrative Assistant

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

CITY OF LAUREL
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

Account	Actuals				Current	%	Prelim.	Budget	Final	%
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
1000 GENERAL										
310000 TAXES										
311010 Real Property Taxes	731,301	649,543	649,978	602,418	653,000	92%	765,493		765,493	117%
311020 Personal Property Taxes	13,993	13,052	17,321	70,637	17,000	416%	76,000		76,000	447%
312000 P & I on Delinquent Taxes	1,847	2,998	2,076	2,667	1,900	140%	3,000		3,000	157%
314140 Local Option Tax	96,712	103,289	95,550	92,920	93,000	100%	102,000		102,000	109%
314150 Marijuana Excise Tax			12,535	22,111	0	***%	35,000		35,000	*****%
Group:	843,853	768,882	777,460	790,753	764,900	103%	981,493	0	981,493	128%
320000 LICENSES AND PERMITS										
322011 Liquor Licenses	2,842	4,095	4,466	3,656	4,400	83%	4,500		4,500	102%
322012 Beer & Wine Licenses	3,400	2,800	4,800	4,600	4,500	102%	5,000		5,000	111%
322021 Business Inspections	27,000	36,013	38,475	32,325	32,000	101%	35,000		35,000	109%
322022 Utilities	900	938	1,700	700	1,700	41%	1,700		1,700	100%
322024 3 Apartments	30	30	30	80	30	267%	300		300	1000%
322025 4 Apartments	240	520	475	520	450	116%	700		700	155%
322026 5 Apartments or More	825	1,125	1,500	720	1,500	48%	1,500		1,500	100%
322027 Amusement Machines	350	450	500	450	500	90%	800		800	160%
322028 Live Music	150	150	200	250	200	125%	400		400	200%
322030 Franchise Fees	73,025	82,755	71,171	68,442	73,000	94%	73,000		73,000	100%
323011 Building Permits	40,892	61,668	78,224	90,552	45,000	201%	100,000		100,000	222%
323012 Demolition Permit	180	205	1,137	354	1,000	35%	1,000		1,000	100%
323013 Plumbing	50				0	0%			0	0%
323014 Bldg Plan Review	7,962	14,508	27,557	40,213	15,000	268%	45,000		45,000	300%
323030 Dog Licenses	4,292	2,015	2,450	4,961	2,500	198%	6,000		6,000	240%
323051 Right-of-Way Permits	1,135	1,270	2,945	1,550	2,500	62%	3,500		3,500	140%
323053 Sign Permit	818	2,443	3,556	5,854	3,000	195%	6,500		6,500	216%
323054 Flood Plain Permit		50			0	0%			0	0%
323055 Special Events Permits	50	50	150	770	150	513%	1,000		1,000	666%
Group:	164,141	211,085	239,336	255,997	187,430	137%	285,900	0	285,900	152%
330000 INTERGOVERNMENTAL REVENUES										
331026 Department of Justice		3,935			0	0%			0	0%
331027 US TREASURY DEA OVERTIME		1,246	3,481		3,200	0%	19,000		19,000	593%
331085 EMS Tablet Grant				763	0	***%			0	0%
331100 CARES ACT	599,267	756,456			0	0%			0	0%
331178 DUI Task Force	2,728	1,429	2,513	3,206	2,500	128%	3,300		3,300	132%
334100 Library Aid Grant	9,258	25,479	25,014		0	0%			0	0%
334121 DNRC Grants			61,437		0	0%			0	0%
334123 NATURAL RESOURCE DAMAGE		286,680			0	0%			0	0%
334200 GASB 68/Public Safety	215,146	374,160	300,009		368,362	0%	368,362		368,362	100%
334300 GASB 68/Public Wrks State	6,306	20,320	19,295		0	0%	20,000		20,000	*****%
334600 GASB 68/Culture and Rec.	5,156	15,572	16,912		0	0%	20,000		20,000	*****%
335075 Poker/Keno/Bingo	-40				0	0%			0	0%
335110 Live Card Game Table	150				0	0%			0	0%
335120 Gambling Machine Permits	22,400	26,925	23,600	23,900	24,000	100%	26,400		26,400	110%

CITY OF LAUREL
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

Account	Actuals				Current	%	Prelim.	Budget	Final	%
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
1000 GENERAL										
335230 HB124 Entitlement	993,693	1,026,277	1,042,438	1,076,742	1,076,742	100%	1,112,836		1,112,836	103%
Group:	1,854,064	2,538,479	1,494,699	1,104,611	1,474,804	75%	1,569,898	0	1,569,898	106%
340000 CHARGES FOR SERVICES										
341012 NSF Check Charges	810	570	300	620	300	207%	1,000		1,000	333%
341020 Administrative Services	310,101	310,101	310,101	310,101	280,000	111%	311,000		311,000	111%
342010 Law Enforcement			39	357	40	893%	450		450	1125%
342014 SRO Program - School	77,712	129,482	130,115	113,104	230,000	49%	124,112		124,112	53%
342015 Finger Printing Service	5,215	2,500	7,750	6,365	7,750	82%	6,800		6,800	87%
342016 Report Copy Service	1,770	2,820	3,290	3,240	3,200	101%	3,500		3,500	109%
342017 Vehicle Impound Fee					100	0%	100		100	100%
342020 Fire District #5	17,065	17,577	18,105	18,648	18,648	100%	19,208		19,208	103%
342021 Fire District #7	140,051	148,750	127,000	140,000	140,000	100%	140,000		140,000	100%
342022 Fire District #8	7,201	7,417	7,640	7,869	7,869	100%	8,105		8,105	102%
342023 Fire District - A A	4,895	4,993		10,389	5,350	194%	6,621		6,621	123%
342024 Fire Service Area	91,277	94,015	96,836	99,741	98,000	102%	102,734		102,734	104%
342025 Rural Grass Fire	11,145	11,312	17,847	11,653	11,000	106%	12,120		12,120	110%
342026 Yellowstone Trtmt Cntr	10,086	10,287	10,493	10,913	10,807	101%	13,641		13,641	126%
342027 Special Fire Billing					0	0%	35,000		35,000	*****
342028 Fire Inspections	325	445	1,035	1,000	450	222%	1,000		1,000	222%
342029 Fire Contract - CHS	9,500	9,500	9,500	9,500	9,785	97%	9,500		9,500	97%
342049 Ambulance Collection	5	435	269	117	1,000	12%	1,000		1,000	100%
342050 Ambulance Services	245,597	400,832	405,150	488,187	420,000	116%	495,000		495,000	117%
342051 Yrly Medicaid	18,373	13,626	16,678	21,999	17,000	129%	23,000		23,000	135%
343320 Sale of Cemetery Plots	4,015	5,075	5,741	8,803	10,000	88%	12,000		12,000	120%
343340 Opening and Closing	8,515	6,090	7,410	5,633	10,000	56%	10,000		10,000	100%
344010 Animal Control Impound	1,680	1,085	1,485	1,285	1,500	86%	1,500		1,500	100%
346030 Swimming Pool Fees	6,111				0	0%			0	0%
346035 Picnic Shelter Fees	640	1,930	2,417	3,075	3,500	88%	3,500		3,500	100%
346040 Camping Fees			4,013	19,078	20,000	95%	25,000		25,000	125%
346076 Library Copy Fees	98		247		0	0%			0	0%
Group:	972,187	1,178,842	1,183,461	1,291,677	1,306,299	99%	1,365,891	0	1,365,891	104%
350000 Fines and Forfeitures										
351000 City Court	116,143	134,874	130,695	117,031	135,000	87%	135,000		135,000	100%
351030 Court Surcharge	8,010	7,349	8,539	9,247	10,000	92%	10,000		10,000	100%
351031 Restitution to City		553	1,000	7	1,000	1%	1,000		1,000	100%
351035 Crime Victims - Court	130	126	122	89	125	71%	125		125	100%
Group:	124,283	142,902	140,356	126,374	146,125	86%	146,125	0	146,125	100%
360000 Miscellaneous Revenue										
360000 Miscellaneous Revenue	9,595	15,834	-58,566	2,918	24,000	12%	46,358		46,358	193%
361000 Rents/Leases	20,650	17,000	17,050	17,000	20,700	82%	20,700		20,700	100%
362000 Other Miscellaneous	6,382	2,779	203,402	2,089	184,000	1%	184,000		184,000	100%

CITY OF LAUREL
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Rec. 22-23	Budget 23-24	Change 23-24	Budget 23-24	Budget 23-24
1000 GENERAL										
365001 Library Donations	850				0	0%			0	0%
365002 Fire Department Donations	2,350	4,300	6,200	4,000	6,000	67%	6,000		6,000	100%
365003 Police Dept. Donations		52,888	7,434	19,472	7,500	260%	15,000		15,000	200%
365004 Ambulance Donations	2,062	300	13,041	3,653	1,000	365%	5,000		5,000	500%
365005 Park Dedication/Donation	750	1,650	2,620	10,440	12,000	87%	12,000		12,000	100%
365020 Private Grants			7,500		0	0%			0	0%
Group:	42,639	94,751	198,681	59,572	255,200	23%	289,058	0	289,058	113%
370000 Investment and Royalty Earnings										
371010 Investment Earnings	6,178	1,859	4,806	56,278	3,000	***%	175,505		175,505	5850%
Group:	6,178	1,859	4,806	56,278	3,000	***%	175,505	0	175,505	5850%
380000 Other Financing Sources										
381050 Inception of Capital	29,099				0	0%			0	0%
381070 Proceeds Loans/Intercap New Brush Truck					0	0%	190,586		190,586	*****%
382010 Sale of Fixed Asset				51,191	0	***%	55,000		55,000	*****%
382020 Compensation for Loss of		21,758	83,663	2,172	0	***%	1,500		1,500	*****%
383000 Interfund Operating	26,000	31,000	26,000	26,000	23,000	113%	28,000		28,000	121%
383003 Transfer-Permis. Med.	205,564	200,000	240,000	245,000	245,000	100%	260,000		260,000	106%
383004 Transfer-Group Health	199,751	207,000	210,000	210,000	215,000	98%	240,000		240,000	111%
Group:	460,414	459,758	559,663	534,363	483,000	111%	775,086	0	775,086	160%
Fund:	4,467,759	5,396,558	4,598,462	4,219,625	4,620,758	91%	5,588,956	0	5,588,956	120%
Grand Total:	4,467,759	5,396,558	4,598,462	4,219,625	4,620,758		5,588,956	0	5,588,956	

100 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
410580	Data Processing										
312	Networking Fees				123	0	***%	130		130	*****%
355	Data Processing Services	2,639	2,639	2,785	2,698	2,785	97%	2,700		2,700	97%
397	Contracted Services	2,550	8,930	6,528	5,726	6,500	88%	6,500		6,500	100%
	Account:	5,189	11,569	9,313	8,547	9,285	92%	9,330	0	9,330	100%
410600 Elections											
350	Professional Services	3,217		4,289		3,500	0%	4,500		4,500	129%
	Account:	3,217		4,289		3,500	0%	4,500	0	4,500	128%
460100 Library Services											
920	Buildings					0	0%	55,000		55,000	*****%
	New Roof For Library										
	Account:					0	***%	55,000	0	55,000	*****%
470330 Contribution to Economic Development											
356	Consultant's Services	2,246	2,259	2,298	2,325	2,500	93%	2,500		2,500	100%
	Account:	2,246	2,259	2,298	2,325	2,500	93%	2,500	0	2,500	100%
470400 Planning											
335	Memberships & Dues	469	469	469	469	500	94%	500		500	100%
350	Professional Services		3,137	20,700	11,926	20,000	60%	15,000		15,000	75%
	Account:	469	3,606	21,169	12,395	20,500	60%	15,500	0	15,500	75%
480300 Air Quality Control											
791	Air Pollution Control	579			1,158	1,000	116%	2,500		2,500	250%
	Account:	579			1,158	1,000	116%	2,500	0	2,500	250%
510100 Special Assessments											
540	Special Assessments	3,655	2,991	2,906	2,931	3,000	98%	3,200		3,200	107%
	Account:	3,655	2,991	2,906	2,931	3,000	98%	3,200	0	3,200	106%
510200 Judgements and Losses											
811	Liability Deductibles	3,000			3,000	3,000	100%	3,000		3,000	100%
	Account:	3,000			3,000	3,000	100%	3,000	0	3,000	100%
521100 Other Financing Uses - Retirement											
200	Supplies					0	0%	500		500	*****%
	Account:					0	***%	500	0	500	*****%
	Fund:	18,355	20,425	39,975	30,356	42,785	71%	96,030	0	96,030	224%
	Orgn:	18,355	20,425	39,975	30,356	42,785	71%	96,030	0	96,030	224%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

110 CITY COUNCIL

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
410100	Legislative Services										
110	Salaries and Wages	45,336	46,036	49,608	50,198	49,000	102%	53,000		53,000	108%
	Increase 4% per Mayor										
142	Workers' Compensation	194	253	292	344	355	97%	355		355	100%
144	Life Insurance	124	120	122	136	168	81%	168		168	100%
145	FICA	3,468	3,521	3,795	3,839	3,800	101%	3,900		3,900	103%
220	Operating Supplies	344	2,548	2,083	200	2,083	10%	2,100		2,100	101%
312	Networking Fees	5,466	5,672	5,550	5,396	5,550	97%	5,700		5,700	103%
335	Memberships & Dues	2,652	2,645	3,215	160	3,000	5%	3,600		3,600	120%
337	Advertising	26		244	80	100	80%	150		150	150%
356	Consultant's Services			1,125		250	0%	250		250	100%
362	Office Machinery & Equip.			4,783	2,654	1,000	265%	2,500		2,500	250%
370	Travel	28		483		483	0%	4,000		4,000	828%
380	Training Services	75	495	914		0	0%	500		500	*****%
	Account:	57,713	61,290	72,214	63,007	65,789	96%	76,223	0	76,223	115%
	Fund:	57,713	61,290	72,214	63,007	65,789	96%	76,223	0	76,223	115%
	Orgn:	57,713	61,290	72,214	63,007	65,789	96%	76,223	0	76,223	115%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

120 MAYOR

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
410200 Executive Services											
110	Salaries and Wages	27,203	27,846	23,027	28,917	27,850	104%	29,000		29,000	104%
138	Vision Insurance	84	86	36	86	86	100%	86		86	100%
139	Dental Insurance	448	418	446	516	538	96%	516		516	96%
142	Workers' Compensation	117	153	136	198	200	99%	214		214	107%
143	Health Insurance	9,874	10,415	8,272	10,794	10,415	104%	11,530		11,530	111%
144	Life Insurance	24	24	20	79	99	80%	99		99	100%
145	FICA	2,081	2,130	1,761	2,212	2,135	104%	2,350		2,350	110%
149	ST/LT Disability				537	488	110%	600		600	123%
220	Operating Supplies	677	706	984	123	1,500	8%	1,500		1,500	100%
311	Postage			14		14	0%	500		500	3571%
312	Networking Fees	2,587	2,830	2,772	2,503	2,772	90%	2,900		2,900	105%
335	Memberships & Dues				60	0	***%	100		100	****%
343	Cellular Telephone	1,308	600	719	603	719	84%	1,000		1,000	139%
356	Consultant's Services		3,300			0	0%	2,000		2,000	****%
370	Travel	28				0	0%	500		500	****%
380	Training Services	195	250			0	0%	500		500	****%
392	Administrative Services		1,365			0	0%			0	0%
	Account:	44,626	50,123	38,187	46,628	46,816	100%	53,395	0	53,395	114%
	Fund:	44,626	50,123	38,187	46,628	46,816	100%	53,395	0	53,395	114%
	Orgn:	44,626	50,123	38,187	46,628	46,816	100%	53,395	0	53,395	114%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

130 CITY COURT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		2023	2023	2023	2023	2023	2023	2023	2023	2023	2023
1000 GENERAL											
410300 Judicial Services											
110	Salaries and Wages	42,846	43,079	44,197	45,829	46,000	100%	46,000		46,000	100%
138	Vision Insurance	84	86	86	86	86	100%	86		86	100%
139	Dental Insurance	448	418	536	516	520	99%	516		516	99%
142	Workers' Compensation	184	237	261	315	308	102%	350		350	114%
143	Health Insurance	9,922	10,463	10,513	10,839	10,730	101%	11,530		11,530	107%
144	Life Insurance	72	72	72	127	123	103%	130		130	106%
145	FICA	3,217	3,232	3,318	3,443	3,400	101%	3,600		3,600	106%
149	ST/LT Disability				844	820	103%	860		860	105%
202	Hosting District Meetings			103	50	0	***%	100		100	***%
210	Office Supplies & Materia	2,559	1,481	2,377	1,615	2,000	81%	2,000		2,000	100%
220	Operating Supplies	1,936	1,828	1,357	2,223	2,000	111%	2,400		2,400	120%
252	Map and Code Books		425			1,000	0%	500		500	50%
300	Purchased Services	1,173	180	226	71	500	14%	500		500	100%
311	Postage	1,529	1,318	1,131	917	1,400	66%	1,000		1,000	71%
312	Networking Fees	1,888	1,677	1,677	838	2,000	42%	1,000		1,000	50%
321	Printing, Forms, etc.	739	829	620	594	1,000	59%	700		700	70%
322	Books/Catalogs, etc.	798	489	967	1,011	0	***%	1,000		1,000	***%
335	Memberships & Dues	350	350	200	570	400	143%	450		450	113%
343	Cellular Telephone		220	484	498	450	111%	600		600	133%
360	Repair & Maintenance Serv	27				750	0%	500		500	67%
370	Travel	2,262	1,298	1,948	1,897	1,200	158%	2,000		2,000	167%
380	Training Services		580	600	75	300	25%	300		300	100%
394	Jury and Witness Fees	262	383	70	30	400	8%	400		400	100%
397	Contracted Services	116	25	1,295		500	0%	2,500		2,500	500%
PROTEM JUDGES											
Account:		70,412	68,670	72,038	72,388	75,887	95%	79,022	0	79,022	104%
410360 City/Municipal Court											
110	Salaries and Wages	78,613	79,564	70,630	84,250	87,500	96%	98,750		98,750	113%
111	Overtime			5,405	1,719	1,500	115%	1,700		1,700	113%
138	Vision Insurance	84	86	121	86	100	86%	200		200	200%
139	Dental Insurance	448	418	715	1,068	1,200	89%	1,200		1,200	100%
141	Unemployment Insurance	118	199	266	258	320	81%	300		300	94%
142	Workers' Compensation	1,002	784	209	246	3,300	7%	300		300	9%
143	Health Insurance	20,328	23,687	16,002	20,743	21,450	97%	23,059		23,059	108%
144	Life Insurance	144	144	102	234	245	96%	250		250	102%
145	FICA	5,433	5,605	5,728	6,332	6,800	93%	6,800		6,800	100%
149	ST/LT Disability				761	800	95%	825		825	103%
194	Flex Medical	1,075	1,075	650	1,250	1,300	96%	1,400		1,400	108%
335	Memberships & Dues	70		35	35	100	35%	100		100	100%
339	Certification Renewal		75		50	150	33%	100		100	67%
370	Travel	981				2,500	0%	2,500		2,500	100%
380	Training Services	500	500	450	450	500	90%	500		500	100%
Account:		108,796	112,137	100,313	117,482	127,765	92%	137,984	0	137,984	107%
Fund:		179,208	180,807	172,351	189,870	203,652	93%	217,006	0	217,006	106%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

130 CITY COURT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
Orgn:		179,208	180,807	172,351	189,870	203,652	93%	217,006	0	217,006	106%

150 CITY CLERK

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
410500 Financial Services											
110	Salaries and Wages	115,658	103,764	94,504	93,523	98,000	95%	108,000		108,000	110%
111	Overtime			1,461	5,933	6,000	99%	5,900		5,900	98%
138	Vision Insurance	178	165	300	43	300	14%	300		300	100%
139	Dental Insurance	1,306	1,097	2,022	999	2,380	42%	1,500		1,500	63%
141	Unemployment Insurance	174	259	336	301	380	79%	500		500	132%
142	Workers' Compensation	1,294	929	329	285	3,000	10%	625		625	21%
143	Health Insurance	26,550	23,034	9,196	20,365	22,000	93%	24,000		24,000	109%
144	Life Insurance	194	166	129	211	225	94%	255		255	113%
145	FICA	8,761	7,840	7,210	7,403	7,200	103%	7,800		7,800	108%
149	ST/LT Disability				872	700	125%	1,000		1,000	143%
194	Flex Medical	1,567	1,362	1,300	725	1,300	56%	1,300		1,300	100%
210	Office Supplies & Materia	4,964	3,195	2,694	3,498	4,000	87%	4,000		4,000	100%
220	Operating Supplies	10,299	10,760	7,993	6,395	10,000	64%	10,000		10,000	100%
311	Postage	3,956	4,128	3,180	2,262	5,000	45%	5,000		5,000	100%
312	Networking Fees	6,002	5,016	4,851	6,470	6,200	104%	6,400		6,400	103%
322	Books/Catalogs, etc.	350		550		1,000	0%	1,000		1,000	100%
335	Memberships & Dues	440	342	638	490	1,000	49%	1,000		1,000	100%
337	Advertising	207	373	466	1,710	800	214%	2,000		2,000	250%
339	Certification Renewal			200		200	0%	200		200	100%
343	Cellular Telephone	480	1,467	1,448	506	1,500	34%	1,500		1,500	100%
353	Accounting and Auditing	36,170	42,580	41,277	68,643	45,000	153%	60,000		60,000	133%
355	Data Processing Services					500	0%	500		500	100%
356	Consultant's Services				1,863	500	373%	1,500		1,500	300%
362	Office Machinery & Equip.	750	145	98	125	2,500	5%	2,500		2,500	100%
370	Travel	25	274	515	633	500	127%	1,000		1,000	200%
380	Training Services	345	842	1,192	327	500	65%	500		500	100%
393	Recording Documents	14			-5	200	-3%	200		200	100%
397	Contracted Services	29,981	30,013	44,641	39,632	32,000	124%	57,000		57,000	178%
	\$17,000 Clear Gov Budget Program										
	\$40,000 Black Mountain Programs										
530	Rent	861	946	869	922	1,500	61%	1,500		1,500	100%
946	Computer Eq/Software					15,000	0%	5,000		5,000	33%
	Account:	250,526	238,697	227,399	264,131	269,385	98%	311,980	0	311,980	115%
	Fund:	250,526	238,697	227,399	264,131	269,385	98%	311,980	0	311,980	115%
	Orgn:	250,526	238,697	227,399	264,131	269,385	98%	311,980	0	311,980	115%

170 CITY ATTORNEY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
411100 Legal Services											
110	Salaries and Wages	34,293	34,791	22,118		0	0%			0	0%
138	Vision Insurance	288	293	171		0	0%			0	0%
139	Dental Insurance	1,371	1,280	961		0	0%			0	0%
141	Unemployment Insurance	51	87	77		0	0%			0	0%
142	Workers' Compensation	146	191	131		0	0%			0	0%
143	Health Insurance	8,514	9,325	5,351		0	0%			0	0%
144	Life Insurance	72	72	42		0	0%			0	0%
145	FICA	2,602	2,662	1,692		0	0%			0	0%
210	Office Supplies & Materia	1,750		1,538		0	0%			0	0%
220	Operating Supplies	1,589	147	954	3,388	950	357%	3,500		3,500	368%
312	Networking Fees	2,940	2,830	2,945	3,458	0	***%	3,600		3,600	****%
337	Advertising	229		440		0	0%			0	0%
338	Code Review and Audit	1,229	1,516	2,924	2,533	3,000	84%	3,000		3,000	100%
343	Cellular Telephone		459	1,108	498	1,108	45%	500		500	45%
370	Travel			1,019	768	0	***%	1,000		1,000	****%
380	Training Services	195		980	-275	0	***%	500		500	****%
397	Contracted Services	64,049	67,200	103,200	136,827	103,200	133%	145,000		145,000	141%
	Account:	119,318	120,853	145,651	147,197	108,258	136%	157,100	0	157,100	145%
	Fund:	119,318	120,853	145,651	147,197	108,258	136%	157,100	0	157,100	145%
	Orgn:	119,318	120,853	145,651	147,197	108,258	136%	157,100	0	157,100	145%

180 CITY HALL

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

1000	GENERAL										
410500	Financial Services										
220	Operating Supplies				-80	0	***%			0	0%
	Account:				-80	0	***%	0	0	0	0%

411200	Facilities Administration										
110	Salaries and Wages	5,505	3,040	5,534	5,913	5,800	102%	6,100		6,100	105%
138	Vision Insurance	26	218	226	226	230	98%	230		230	100%
139	Dental Insurance	140	24	168	162	170	95%	170		170	100%
141	Unemployment Insurance	29	8	19	18	25	72%	25		25	100%
142	Workers' Compensation	319	126	71	81	75	108%	85		85	113%
143	Health Insurance	3,239	2,134	3,134	3,253	3,250	100%	3,500		3,500	108%
144	Life Insurance	7	3	7	17	10	170%	25		25	250%
145	FICA	421	233	423	452	450	100%	450		450	100%
149	ST/LT Disability				53	100	53%	100		100	100%
194	Flex Medical	91				100	0%	100		100	100%
220	Operating Supplies	8,170	15,858	9,893	12,225	15,000	82%	15,000		15,000	100%
231	Gas, Oil, Diesel Fuel, Gr			39		50	0%	50		50	100%
337	Advertising				30	0	***%	100		100	****%
341	Electric Utility Services	7,349	7,330	7,185	7,578	10,000	76%	10,000		10,000	100%
344	Gas Utility Service	2,672	2,538	4,287	4,862	4,500	108%	5,200		5,200	116%
345	Telephone	13,612	6,697	11,575	12,161	12,000	101%	13,000		13,000	108%
350	Professional Services	20,048	11,610	7,237		8,000	0%	8,000		8,000	100%
361	Motor Vehicle Repair & Ma			85	110	100	110%	125		125	125%
366	Building Maintenance	5,674	3,047	17,087	18,292	10,000	183%	25,000		25,000	250%
397	Contracted Services	7,360	8,582	6,750	7,084	10,000	71%	20,000		20,000	200%
	\$12395 Laserfiche										
	\$6720 Municode										
398	Janitorial Service		9,300			0	0%			0	0%
921	Administrative Buildings	5,198				0	0%			0	0%
943	Vehicle(s)		25,194			0	0%			0	0%
	Account:	79,860	95,942	73,720	72,517	79,860	91%	107,260	0	107,260	134%
	Fund:	79,860	95,942	73,720	72,437	79,860	91%	107,260	0	107,260	134%
	Orgn:	79,860	95,942	73,720	72,437	79,860	91%	107,260	0	107,260	134%

200 POLICE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

1000 GENERAL											
410500 Financial Services											
311 Postage					5	0	***%			0	0%
Account:					5	0	***%	0	0	0	0%

420100 Law Enforcement Services											
110 Salaries and Wages		745,209	816,997	838,165	884,026	855,000	103%	1,065,505		1,065,505	125%
111 Overtime		58,330	58,700	52,221	72,117	67,500	107%	88,000		88,000	130%
138 Vision Insurance		849	950	961	907	1,030	88%	1,115		1,115	108%
139 Dental Insurance		4,513	4,640	6,006	5,514	6,450	85%	6,450		6,450	100%
141 Unemployment Insurance		1,317	2,412	3,116	2,907	3,168	92%	3,000		3,000	95%
142 Workers' Compensation		39,711	36,097	22,549	30,967	31,600	98%	32,000		32,000	101%
143 Health Insurance		134,800	152,222	141,745	151,735	153,000	99%	155,000		155,000	101%
144 Life Insurance		942	1,008	945	1,701	1,714	99%	2,000		2,000	117%
145 FICA		11,223	12,257	12,534	13,343	13,050	102%	13,500		13,500	103%
146 PERS				18		0	0%			0	0%
147 MPORS		100,540	110,620	108,065	109,784	121,000	91%	130,000		130,000	107%
149 ST/LT Disability					7,540	7,400	102%	7,900		7,900	107%
194 Flex Medical		600	1,200	600	745	1,200	62%	1,200		1,200	100%
210 Office Supplies & Materia		2,039	1,601	1,852	2,100	1,800	117%	2,000		2,000	111%
220 Operating Supplies		19,065	14,069	18,105	16,684	23,000	73%	23,000		23,000	100%
231 Gas, Oil, Diesel Fuel, Gr		18,033	21,192	32,344	26,182	25,000	105%	26,000		26,000	104%
239 Tires/Tubes/Chains		1,275	1,869	1,949	609	2,500	24%	2,500		2,500	100%
311 Postage		546	944	590	1,476	1,300	114%	1,500		1,500	115%
312 Networking Fees		11,124	12,464	13,763	14,033	12,000	117%	15,000		15,000	125%
316 Radio Services					973	0	***%	1,000		1,000	*****%
335 Memberships & Dues		1,091	1,071	1,505	1,399	1,000	140%	1,500		1,500	150%
336 Public Relations				250	305	2,500	12%	500		500	20%
337 Advertising		2,239		673	4,370	3,000	146%	4,500		4,500	150%
343 Cellular Telephone		4,279	4,577	4,667	4,994	4,667	107%	5,500		5,500	118%
347 Towing			200	375	-125	1,000	-13%	300		300	30%
350 Professional Services		1,500			1,468	500	294%	1,500		1,500	300%
351 Medical, Dental, Veterina		752	1,183	853	8,040	1,000	804%	4,000		4,000	400%
355 Data Processing Services		66				1,000	0%	1,000		1,000	100%
361 Motor Vehicle Repair & Ma		8,998	20,588	13,651	18,579	9,000	206%	17,000		17,000	189%
362 Office Machinery & Equip.		45	701	2,004		2,000	0%	4,800		4,800	240%
\$2800.00 New Repeater Battery											
366 Building Maintenance					113	0	***%			0	0%
370 Travel		2,225	5,389	7,204	9,573	7,000	137%	10,000		10,000	143%
380 Training Services		11,246	8,105	21,756	19,482	22,000	89%	22,000		22,000	100%
397 Contracted Services		13,411	26,403	8,077	13,430	19,000	71%	19,000		19,000	100%
\$11169.96 Axxon Body Camera's											
\$3774.00-Verzion Connect.											
811 Liability Deductibles				972		972	0%	972		972	100%
940 Machinery & Equipment		29,099				0	0%			0	0%
943 Vehicle(s)			45,215	57,512		0	0%	80,000		80,000	*****%
Account:		1,225,067	1,362,674	1,375,027	1,424,971	1,402,351	102%	1,749,242	0	1,749,242	124%

200 POLICE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
420160	Communications										
110	Salaries and Wages	299,200	301,616	296,916	322,879	310,025	104%	340,000		340,000	110%
111	Overtime	17,142	12,307	10,830	12,058	10,000	121%	15,000		15,000	150%
138	Vision Insurance	400	429	343	343	428	80%	430		430	100%
139	Dental Insurance	2,055	2,023	2,075	2,064	2,601	79%	2,065		2,065	79%
141	Unemployment Insurance	474	785	1,077	1,012	1,120	90%	1,300		1,300	116%
142	Workers' Compensation	15,677	13,017	9,399	11,033	11,160	99%	11,200		11,200	100%
143	Health Insurance	61,860	66,817	64,628	68,755	66,650	103%	72,050		72,050	108%
144	Life Insurance	414	410	402	760	738	103%	790		790	107%
145	FICA	22,307	21,955	21,511	23,474	24,500	96%	26,400		26,400	108%
149	ST/LT Disability				2,719	2,464	110%	2,700		2,700	110%
	Account:	419,529	419,359	407,181	445,097	429,686	104%	471,935	0	471,935	109%
440600	Animal Control Services										
110	Salaries and Wages			24,724	46,440	48,500	96%	49,000		49,000	101%
111	Overtime					1,666	0%	900		900	54%
138	Vision Insurance			54	86	86	100%	86		86	100%
139	Dental Insurance			334	516	516	100%	516		516	100%
141	Unemployment Insurance			87	140	152	92%	155		155	102%
142	Workers' Compensation			762	1,548	1,600	97%	1,600		1,600	100%
143	Health Insurance			6,535	10,794	10,727	101%	11,530		11,530	107%
144	Life Insurance			45	127	123	103%	123		123	100%
145	FICA			1,863	3,515	3,400	103%	3,800		3,800	112%
146	PERS					0	0%	4,500		4,500	*****
149	ST/LT Disability				331	300	110%	340		340	113%
220	Operating Supplies			1,146	287	1,200	24%	1,200		1,200	100%
226	Clothing and Uniforms				46	400	12%	400		400	100%
231	Gas, Oil, Diesel Fuel, Gr			48	311	3,000	10%	3,000		3,000	100%
239	Tires/Tubes/Chains			655	55	700	8%	700		700	100%
316	Radio Services					2,000	0%	2,000		2,000	100%
361	Motor Vehicle Repair & Ma					0	0%	2,000		2,000	*****
366	Building Maintenance	232	116			0	0%			0	0%
397	Contracted Services					0	0%	6,000		6,000	*****
	Yellowstone Valley Animal Shelter Contract										
	Account:	232	116	36,253	64,196	74,370	86%	87,850	0	87,850	118%
490000	Debt Service										
610	Principal	13,624				35,000	0%			0	0%
620	Interest	818				1,000	0%			0	0%
	Account:	14,442				36,000	0%	0	0	0	0%
Fund:		1,659,270	1,782,149	1,818,461	1,934,269	1,942,407	100%	2,309,027	0	2,309,027	118%
Orgn:		1,659,270	1,782,149	1,818,461	1,934,269	1,942,407	100%	2,309,027	0	2,309,027	118%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

230 FAP

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

1000 GENERAL											
420120 Facilities											
110	Salaries and Wages	9,278	5,125	9,329	9,966	9,700	103%	11,000		11,000	113%
138	Vision Insurance	45	19	45	45	46	98%	46		46	100%
139	Dental Insurance	236	102	283	272	285	95%	285		285	100%
141	Unemployment Insurance	14	13	33	30	34	88%	40		40	118%
142	Workers' Compensation	539	212	120	138	140	99%	145		145	104%
143	Health Insurance	4,996	2,196	5,282	5,483	5,500	100%	6,000		6,000	109%
144	Life Insurance	13	5	13	30	77	39%	40		40	52%
145	FICA	710	392	714	763	740	103%	780		780	105%
149	ST/LT Disability				84	78	108%	85		85	109%
194	Flex Medical	153				0	0%			0	0%
220	Operating Supplies	4,261	2,793	2,300	3,108	3,000	104%	3,500		3,500	117%
336	Public Relations				-7,794	0	***%			0	0%
341	Electric Utility Services	23,376	23,439	22,146	24,495	28,000	87%	28,000		28,000	100%
344	Gas Utility Service	8,871	8,229	16,074	17,731	15,000	118%	18,000		18,000	120%
345	Telephone	8,429	6,894	6,831	7,120	11,000	65%	11,000		11,000	100%
366	Building Maintenance	16,038	13,926	25,164	32,827	20,000	164%	20,000		20,000	100%
397	Contracted Services	1,670	942	285	706	1,000	71%	1,000		1,000	100%
975	Safety Equipment			18,746	7,794	0	***%			0	0%
	Account:	78,629	64,287	107,365	102,798	94,600	109%	99,921	0	99,921	105%
	Fund:	78,629	64,287	107,365	102,798	94,600	109%	99,921	0	99,921	105%
	Orgn:	78,629	64,287	107,365	102,798	94,600	109%	99,921	0	99,921	105%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

240 FIRE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

1000 GENERAL											
420400 Fire Protection & Control											
110	Salaries and Wages	93,172	97,822	98,910	109,727	122,220	90%	160,222		160,222	131%
139	Dental Insurance					0	0%	516		516	*****%
141	Unemployment Insurance	140	245	369	353	430	82%	595		595	138%
142	Workers' Compensation	6,168	6,127	6,253	7,374	6,500	113%	10,270		10,270	158%
143	Health Insurance					0	0%	9,000		9,000	*****%
144	Life Insurance	820	792	888	852	890	96%	1,000		1,000	112%
145	FICA	7,126	7,484	7,848	8,726	8,200	106%	13,470		13,470	164%
146	PERS					0	0%	4,080		4,080	*****%
149	ST/LT Disability					0	0%	500		500	*****%
190	Other Personal Services	4,590	4,590	4,089	3,938	4,000	98%	4,500		4,500	113%
194	Flex Medical					0	0%	600		600	*****%
210	Office Supplies & Materia	1,002	514	867	954	900	106%	1,500		1,500	167%
217	Fire Investigation	1,000	2,976	1,692	2,798	3,000	93%	3,000		3,000	100%
220	Operating Supplies	26,176	32,354	17,549	33,025	30,000	110%	30,000		30,000	100%
223	Meals/Food	3,744	4,239	2,293	1,937	4,300	45%	4,300		4,300	100%
226	Clothing and Uniforms	32,835	24,820	27,083	24,483	29,700	82%	39,700		39,700	134%
231	Gas, Oil, Diesel Fuel, Gr	7,276	11,851	14,054	17,118	10,800	159%	18,000		18,000	167%
232	Motor Vehicle Parts	6,181	6,539	9,203	12,612	10,302	122%	15,000		15,000	146%
233	Machinery & Equipment Par	7,002	10,869	6,059	5,288	9,900	53%	10,000		10,000	101%
239	Tires/Tubes/Chains	4,879	7,159	2,896	3,201	4,500	71%	5,000		5,000	111%
241	Consumable Tools	722	788	317	167	700	24%	1,000		1,000	143%
252	Map and Code Books			46		0	0%			0	0%
261	Photo Supplies	662	665	1,289	77	1,170	7%	1,500		1,500	128%
300	Purchased Services		1,783	1,783	1,933	2,250	86%	2,500		2,500	111%
311	Postage	3	2			0	0%			0	0%
312	Networking Fees	8,709	6,708	5,798	5,977	3,600	166%	6,000		6,000	167%
316	Radio Services	1,223	5,880	3,910	5,358	5,850	92%	15,000		15,000	256%
	New Repeater \$7,000										
335	Memberships & Dues	155	964	465	80	900	9%	900		900	100%
336	Public Relations	1,961	546	2,878	3,561	2,880	124%	4,000		4,000	139%
337	Advertising		78			0	0%			0	0%
343	Cellular Telephone	4,783	907	1,574	4,918	2,000	246%	4,500		4,500	225%
350	Professional Services	1,174	275	462	581	1,350	43%	1,000		1,000	74%
351	Medical, Dental, Veterina	329	1,516			900	0%	1,000		1,000	111%
355	Data Processing Services	400	312		400	450	89%	500		500	111%
360	Repair & Maintenance Serv		15,262			0	0%			0	0%
361	Motor Vehicle Repair & Ma	14,074	7,332	9,698	12,368	6,750	183%	15,000		15,000	222%
369	Other Repair & Maint Serv	10,682	6,727	96,460	10,205	9,000	113%	10,000		10,000	111%
370	Travel	377				0	0%	3,000		3,000	*****%
371	Safety Program	11,541	8,731	4,879	7,132	6,300	113%	7,200		7,200	114%
380	Training Services	913	4,195	4,186	3,413	5,400	63%	6,000		6,000	111%
397	Contracted Services	696	520	444	468	450	104%	10,000		10,000	2222%
	Pintler Billing Documents										
732	Purchases from Donations/	3,474		670	3,900	670	582%	4,104		4,104	613%
940	Machinery & Equipment				47,400	0	***%			0	0%
943	Vehicle(s)	8,900		79,504		0	0%	190,586		190,586	*****%
	Account:	272,889	281,572	414,416	340,324	296,262	115%	615,043	0	615,043	207%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

240 FIRE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
490000	Debt Service										
610	Principal	22,994	23,282	23,575	11,825	36,826	32%	11,519		11,519	31%
	\$11519 Principal Payment for New Brush Truck										
620	Interest	2,558	883	486	92	15,000	1%	5,210		5,210	35%
	\$5210.00 Interest payment for New Brush Truck										
	Account:	25,552	24,165	24,061	11,917	51,826	23%	16,729	0	16,729	32%
521000	Interfund Operating Transfers Out										
820	Transfers to Other Funds	15,446				0	0%			0	0%
	Account:	15,446				0	***%	0	0	0	0%
	Fund:	313,887	305,737	438,477	352,241	348,088	101%	631,772	0	631,772	181%
	Orgn:	313,887	305,737	438,477	352,241	348,088	101%	631,772	0	631,772	181%

250 FIRE INSPECTIONS

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		19-20	20-21	21-22	22-23	22-23	22-23	23-24	23-24	23-24	23-24
1000 GENERAL											
420500 Protective Inspections											
110	Salaries and Wages	11,586	8,929	19,491	9,996	21,491	47%	23,000		23,000	107%
111	Overtime	7	11	140		500	0%	500		500	100%
138	Vision Insurance	20	14	25	27	30	90%	50		50	167%
139	Dental Insurance	110	71	155	75	165	45%	165		165	100%
141	Unemployment Insurance	17	22	69	28	70	40%	70		70	100%
142	Workers' Compensation	50	49	116	69	115	60%	115		115	100%
143	Health Insurance	2,416	1,771	2,977	3,372	3,150	107%	4,000		4,000	127%
144	Life Insurance	18	12	21	37	25	148%	50		50	200%
145	FICA	887	684	1,498	765	1,240	62%	1,240		1,240	100%
146	PERS					150	0%	150		150	100%
149	ST/LT Disability				172	0	***%	240		240	****%
194	Flex Medical		180	180	96	180	53%	180		180	100%
210	Office Supplies & Materia	110	29	67	125	700	18%	700		700	100%
220	Operating Supplies	501	150	165		500	0%	500		500	100%
231	Gas, Oil, Diesel Fuel, Gr			34		700	0%	700		700	100%
300	Purchased Services			150		350	0%	350		350	100%
343	Cellular Telephone	278	276	388	174	350	50%	175		175	50%
370	Travel					400	0%	400		400	100%
380	Training Services					850	0%	850		850	100%
397	Contracted Services					100	0%	100		100	100%
	Account:	16,000	12,198	25,476	14,936	31,066	48%	33,535	0	33,535	107%
	Fund:	16,000	12,198	25,476	14,936	31,066	48%	33,535	0	33,535	107%
	Orgn:	16,000	12,198	25,476	14,936	31,066	48%	33,535	0	33,535	107%

253 BUILDING DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
1000	GENERAL										
420500	Protective Inspections										
110	Salaries and Wages	31,857	13,373	41,752	23,892	42,000	57%	45,000		45,000	107%
111	Overtime		9	325		600	0%	300		300	50%
138	Vision Insurance	58	17	61	37	60	62%	60		60	100%
139	Dental Insurance	311	86	382	226	380	59%	516		516	136%
141	Unemployment Insurance	48	33	147	66	150	44%	225		225	150%
142	Workers' Compensation	136	67	247	162	250	65%	250		250	100%
143	Health Insurance	6,649	1,268	7,421	4,740	7,300	65%	7,300		7,300	100%
144	Life Insurance	50	15	51	49	55	89%	72		72	131%
145	FICA	2,437	1,024	3,207	1,828	2,840	64%	2,840		2,840	100%
146	PERS					300	0%	300		300	100%
149	ST/LT Disability				171	0	***%	280		280	****%
194	Flex Medical		420	420	224	420	53%	420		420	100%
200	Supplies					0	0%	100		100	****%
220	Operating Supplies	1,062	2,257	1,687	994	1,200	83%	1,200		1,200	100%
231	Gas, Oil, Diesel Fuel, Gr	39	47	85	277	1,000	28%	1,000		1,000	100%
240	Other Repair & Maintenanc	70		128		1,300	0%	1,000		1,000	77%
300	Purchased Services					750	0%	750		750	100%
312	Networking Fees	2,587	2,830	4,079	4,029	3,000	134%	4,000		4,000	133%
335	Memberships & Dues	844	524	1,180	1,197	1,000	120%	1,000		1,000	100%
337	Advertising	26	78		1,520	100	***%	500		500	500%
343	Cellular Telephone	1,438	645	1,094	521	1,500	35%	1,500		1,500	100%
370	Travel			431		1,500	0%	1,500		1,500	100%
380	Training Services	90	64	87	1,165	1,100	106%	1,500		1,500	136%
	Account:	47,702	22,757	62,784	41,098	66,805	62%	71,613	0	71,613	107%
	Fund:	47,702	22,757	62,784	41,098	66,805	62%	71,613	0	71,613	107%
	Orgn:	47,702	22,757	62,784	41,098	66,805	62%	71,613	0	71,613	107%

255 CODE ENFORCEMENT/SAFETY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

1000 GENERAL											
420130 City Safety Administration											
110	Salaries and Wages	25,626	37,118			0	0%	22,000		22,000	*****%
111	Overtime	58	76			0	0%			0	0%
138	Vision Insurance	47	64			0	0%	64		64	*****%
139	Dental Insurance	249	309			0	0%	300		300	*****%
141	Unemployment Insurance	39	93			0	0%	250		250	*****%
142	Workers' Compensation	110	204			0	0%	350		350	*****%
143	Health Insurance	5,494	7,690			0	0%	10,532		10,532	*****%
144	Life Insurance	40	54			0	0%	54		54	*****%
145	FICA	1,965	2,845			0	0%	2,845		2,845	*****%
146	PERS					0	0%	940		940	*****%
149	ST/LT Disability					0	0%	300		300	*****%
194	Flex Medical					0	0%	150		150	*****%
220	Operating Supplies	2,042	629	300		0	0%	600		600	*****%
380	Training Services	100				0	0%	500		500	*****%
	Account:	35,770	49,082	300		0	***%	38,885	0	38,885	*****%

420500 Protective Inspections											
110	Salaries and Wages	9,967	7,238			0	0%	5,000		5,000	*****%
111	Overtime	7	10			300	0%	300		300	100%
138	Vision Insurance	18	12			60	0%	60		60	100%
139	Dental Insurance	96	58			320	0%	320		320	100%
141	Unemployment Insurance	15	18			20	0%	20		20	100%
142	Workers' Compensation	43	40			145	0%	145		145	100%
143	Health Insurance	2,119	1,458			0	0%			0	0%
144	Life Insurance	15	10			55	0%	55		55	100%
145	FICA	763	555			2,700	0%	2,700		2,700	100%
194	Flex Medical					420	0%	420		420	100%
200	Supplies					700	0%	700		700	100%
220	Operating Supplies	648	767	4		600	0%	600		600	100%
231	Gas, Oil, Diesel Fuel, Gr	39	42			0	0%			0	0%
300	Purchased Services	30				250	0%	200		200	80%
312	Networking Fees	2,934	3,409	376	40	3,000	1%	3,000		3,000	100%
343	Cellular Telephone	458	276	69		500	0%	500		500	100%
370	Travel					300	0%	300		300	100%
	Account:	17,152	13,893	449	40	9,370	0%	14,320	0	14,320	152%
	Fund:	52,922	62,975	749	40	9,370	0%	53,205	0	53,205	567%
	Orgn:	52,922	62,975	749	40	9,370	0%	53,205	0	53,205	567%

270 AMBULANCE

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
420400 Fire Protection & Control											
232	Motor Vehicle Parts			852		852	0%			0	0%
	Account:			852		852	0%	0	0	0	0%
420730 Emergency Medical Services (Ambulance)											
110	Salaries and Wages	151,767	257,933	262,082	347,450	380,000	91%	380,000		380,000	100%
111	Overtime	25,337	14,623	18,577	29,222	15,000	195%	56,350		56,350	376%
138	Vision Insurance	197	464	407	507	407	125%	520		520	128%
139	Dental Insurance	1,007	2,283	2,412	2,967	2,412	123%	3,100		3,100	129%
141	Unemployment Insurance	361	750	973	1,124	967	116%	1,185		1,185	123%
142	Workers' Compensation	11,166	16,980	16,949	23,721	16,665	142%	25,800		25,800	155%
143	Health Insurance	23,990	56,413	46,102	63,627	46,102	138%	68,399		68,399	148%
144	Life Insurance	564	680	744	1,095	744	147%	1,465		1,465	197%
145	FICA	13,552	20,851	21,473	28,818	21,143	136%	31,265		31,265	148%
149	ST/LT Disability				2,895	2,000	145%	3,137		3,137	157%
194	Flex Medical	731	1,692	888	3,923	888	442%	3,600		3,600	405%
210	Office Supplies & Materia	682	269	581	208	300	69%	800		800	267%
220	Operating Supplies	23,888	4,345	7,649	9,136	4,500	203%	4,500		4,500	100%
222	Laboratory & Medical Supp	35,572	51,788	28,886	20,242	30,000	67%	30,000		30,000	100%
226	Clothing and Uniforms	4,174	9,004	3,969	16	2,000	1%	1,500		1,500	75%
229	Other Operating Supplies	12,225		1,387		0	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr	6,817	7,097	10,685	13,824	9,000	154%	13,000		13,000	144%
232	Motor Vehicle Parts	3,657	679	2,244	3,393	5,000	68%	5,000		5,000	100%
239	Tires/Tubes/Chains	1,425	1,717	20	2,212	1,500	147%	1,500		1,500	100%
256	Paramedic/Reinburs				5,000	0	***%	15,000		15,000	***%
311	Postage	8	66	15	34	25	136%	50		50	200%
312	Networking Fees	4,878	4,550	4,598	5,019	5,000	100%	5,000		5,000	100%
316	Radio Services	2,939		100	2,452	1,000	245%	1,500		1,500	150%
335	Memberships & Dues		176	215	1,168	1,500	78%	1,500		1,500	100%
336	Public Relations	381	1,513	528	62	500	12%	1,000		1,000	200%
343	Cellular Telephone	3,971	4,550	3,781	3,903	4,500	87%	4,500		4,500	100%
350	Professional Services	5,001	5,000	6,148	5,000	5,000	100%	5,000		5,000	100%
351	Medical, Dental, Veterina	158		65	120	800	15%	800		800	100%
360	Repair & Maintenance Serv	3,024	111	253	5,693	6,240	91%	6,240		6,240	100%
361	Motor Vehicle Repair & Ma	1,514	7,872	1,196	13,061	8,000	163%	11,000		11,000	138%
362	Office Machinery & Equip. New Repeater					0	0%	2,800		2,800	***%
369	Other Repair & Maint Serv	10,460	80		54	0	***%	100		100	***%
370	Travel			2,050	1,630	1,000	163%	2,000		2,000	200%
380	Training Services	3,471	7,757	1,739	904	1,500	60%	3,000		3,000	200%
397	Contracted Services	32,054	41,219	43,262	48,283	42,920	112%	45,000		45,000	105%
940	Machinery & Equipment		3,600			0	0%			0	0%
943	Vehicle(s)				55,869	22,500	248%	25,000		25,000	111%
946	Computer Eq/Software	17,789	15,243		9,085	0	***%	2,000		2,000	***%
948	Medical Equipment	4,978	177,396			0	0%			0	0%
	Account:	407,738	716,701	489,978	711,717	639,113	111%	762,611	0	762,611	119%

08/22/23
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CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
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270 AMBULANCE

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430730	Source of Supply										
397	Contracted Services			12		12	0%			0	0%
	Account:			12		12	0%	0	0	0	0%
490000	Debt Service										
610	Principal					11,345	0%			0	0%
620	Interest	1,915	1,064	213		213	0%			0	0%
	Account:	1,915	1,064	213		11,558	0%	0	0	0	0%
	Fund:	409,653	717,765	491,055	711,717	651,535	109%	762,611	0	762,611	117%
	Orgn:	409,653	717,765	491,055	711,717	651,535	109%	762,611	0	762,611	117%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

340 CITY SHOP

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
411200 Facilities Administration											
920	Buildings			2,381		0	0%			0	0%
	Account:			2,381		0	***%	0	0	0	0%
430200 Road & Street Services											
220	Operating Supplies			28		0	0%			0	0%
312	Networking Fees				93	0	***%			0	0%
366	Building Maintenance	212				0	0%			0	0%
	Account:	212		28	93	0	***%	0	0	0	0%
430220 Facilities											
110	Salaries and Wages	6,383	5,558	6,948	7,669	6,948	110%	8,100		8,100	117%
111	Overtime	3	37	3		3	0%	100		100	3333%
138	Vision Insurance	18	12	20	19	20	95%	50		50	250%
139	Dental Insurance	95	56	117	113	117	97%	130		130	111%
141	Unemployment Insurance	10	14	26	23	26	88%	35		35	135%
142	Workers' Compensation	226	148	109	127	109	117%	140		140	128%
143	Health Insurance	2,043	1,285	2,212	977	2,212	44%	1,100		1,100	50%
144	Life Insurance	8	6	8	18	8	225%	30		30	375%
145	FICA	487	426	532	585	532	110%	600		600	113%
146	PERS					0	0%	100		100	*****%
149	ST/LT Disability				123	0	***%	175		175	*****%
194	Flex Medical	70	11	12	49	12	408%	90		90	750%
220	Operating Supplies	7,013	7,929	12,730	5,603	7,500	75%	6,700		6,700	89%
226	Clothing and Uniforms		169	261	250	500	50%	500		500	100%
231	Gas, Oil, Diesel Fuel, Gr			423	5,401	500	***%	5,500		5,500	1100%
233	Machinery & Equipment Par	29	1,171	832	1,388	500	278%	1,500		1,500	300%
312	Networking Fees	3,983	5,324	5,879	5,628	5,500	102%	5,500		5,500	100%
335	Memberships & Dues	563	530	711	1,052	700	150%	1,100		1,100	157%
341	Electric Utility Services	12,310	11,831	11,988	12,982	12,000	108%	14,000		14,000	117%
343	Cellular Telephone	642	563	559	1,811	650	279%	2,000		2,000	308%
344	Gas Utility Service	7,291	6,478	10,436	12,899	10,000	129%	15,000		15,000	150%
345	Telephone	662	711	771	787	850	93%	850		850	100%
350	Professional Services	140	473			350	0%	350		350	100%
351	Medical, Dental, Veterina	250			105	300	35%	300		300	100%
366	Building Maintenance	8,813	9,517	2,380	10,000	5,000	200%	20,000		20,000	400%
	Repair Roof at City Shop										
	Account:	51,039	52,249	56,957	67,609	54,337	124%	83,950	0	83,950	154%
	Fund:	51,251	52,249	59,366	67,702	54,337	125%	83,950	0	83,950	154%
	Orgn:	51,251	52,249	59,366	67,702	54,337	125%	83,950	0	83,950	154%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

350 CEMETERY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

1000	GENERAL										
430400	Transit Systems										
220	Operating Supplies				45	0	***%			0	0%
	Account:				45	0	***%	0	0	0	0%

430900	Cemetery Services										
110	Salaries and Wages	56,013	53,000	38,241	36,729	38,241	96%	39,830		39,830	104%
111	Overtime	391	135	10	1	10	10%	10		10	100%
138	Vision Insurance	15	17	17	19	17	112%	25		25	147%
139	Dental Insurance	359	210	120	129	120	108%	130		130	108%
141	Unemployment Insurance	85	134	134	111	134	83%	135		135	101%
142	Workers' Compensation	3,943	3,339	1,761	1,715	1,761	97%	1,800		1,800	102%
143	Health Insurance	11,155	8,968	6,260	5,641	6,260	90%	6,200		6,200	99%
144	Life Insurance	66	50	38	64	38	168%	100		100	263%
145	FICA	4,038	3,792	2,670	2,655	2,670	99%	2,800		2,800	105%
149	ST/LT Disability				332	400	83%	450		450	113%
194	Flex Medical	594	518	291	357	291	123%	400		400	137%
220	Operating Supplies	2,099	2,530	1,596	3,469	4,700	74%	4,700		4,700	100%
226	Clothing and Uniforms		250			500	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr	4,484	2,843	3,440	1,172	4,000	29%	4,000		4,000	100%
233	Machinery & Equipment Par	1,772	2,832	6,005	3,509	6,000	58%	6,000		6,000	100%
239	Tires/Tubes/Chains	20	13	558		1,000	0%	1,000		1,000	100%
337	Advertising	202	167	168	216	400	54%	400		400	100%
350	Professional Services					300	0%	300		300	100%
351	Medical, Dental, Veterina	100	100			350	0%	350		350	100%
365	Tree Pruning/Grounds Main					2,000	0%	2,000		2,000	100%
397	Contracted Services	32	40			100	0%	1,000		1,000	1000%
900	Capital Outlay				16,000	18,000	89%	18,000		18,000	100%
	Account:	85,368	78,938	61,309	72,119	87,292	83%	89,630	0	89,630	102%

430920	Facilities										
341	Electric Utility Services	2,205	2,430	2,093	1,947	3,500	56%	3,000		3,000	86%
344	Gas Utility Service	782	854	1,268	1,160	1,300	89%	1,300		1,300	100%
366	Building Maintenance					2,000	0%	2,000		2,000	100%
	Account:	2,987	3,284	3,361	3,107	6,800	46%	6,300	0	6,300	92%

	Fund:	88,355	82,222	64,670	75,271	94,092	80%	95,930	0	95,930	101%

	Orgn:	88,355	82,222	64,670	75,271	94,092	80%	95,930	0	95,930	101%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

370 PARKS

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

1000 GENERAL											
430900 Cemetery Services											
220	Operating Supplies					33	0 ***%			0	0%
	Account:					33	0 ***%	0	0	0	0%

460430 Parks											
110	Salaries and Wages	95,074	61,914	64,713	72,314	64,713	112%	76,000		76,000	117%
111	Overtime	159	267	7	2	7	29%	10		10	143%
138	Vision Insurance	87	12	13	22	13	169%	35		35	269%
139	Dental Insurance	472	109	98	157	98	160%	225		225	230%
141	Unemployment Insurance	143	155	226	222	226	98%	250		250	111%
142	Workers' Compensation	7,361	4,055	3,249	3,864	3,249	119%	4,500		4,500	139%
143	Health Insurance	19,132	10,342	10,464	9,923	10,464	95%	11,528		11,528	110%
144	Life Insurance	124	65	60	107	60	178%	200		200	333%
145	FICA	6,804	4,216	4,400	5,197	4,400	118%	5,500		5,500	125%
149	ST/LT Disability				453	0	***%	600		600	*****%
194	Flex Medical	456	419	512	563	512	110%	600		600	117%
212	Trees, Shrubs, etc.	325	2,249	2,200	155	2,200	7%	2,200		2,200	100%
220	Operating Supplies	6,162	5,711	14,734	16,377	10,000	164%	15,000		15,000	150%
226	Clothing and Uniforms		250	179		2,000	0%	2,000		2,000	100%
231	Gas, Oil, Diesel Fuel, Gr	3,066	2,541	5,867	8,709	8,800	99%	8,800		8,800	100%
233	Machinery & Equipment Par	2,519	35,767	10,289	10,318	10,000	103%	12,000		12,000	120%
239	Tires/Tubes/Chains	635	25	1,227	452	5,000	9%	3,000		3,000	60%
312	Networking Fees	154			40	500	8%	500		500	100%
336	Public Relations		95			3,000	0%	3,000		3,000	100%
337	Advertising	137	671		395	800	49%	800		800	100%
339	Certification Renewal				200	0	***%	200		200	*****%
341	Electric Utility Services	514	975	1,261	1,643	2,000	82%	2,000		2,000	100%
343	Cellular Telephone	175	155	161	49	700	7%	300		300	43%
344	Gas Utility Service		1,415	2,178	1,906	2,000	95%	2,100		2,100	105%
350	Professional Services	344		9,992	1,250	300	417%	2,000		2,000	667%
351	Medical, Dental, Veterina	105	105	170	105	300	35%	300		300	100%
360	Repair & Maintenance Serv			6,641		2,000	0%	2,000		2,000	100%
365	Tree Pruning/Grounds Main	8,400		4,700	13,481	11,600	116%	12,000		12,000	103%
366	Building Maintenance	3,461	819	14,069	1,064	11,850	9%	15,500		15,500	131%
370	Travel			34		1,000	0%	1,000		1,000	100%
380	Training Services					1,000	0%	500		500	50%
397	Contracted Services	212	2,066	236	350	1,000	35%	500		500	50%
452	Gravel and Sand					1,500	0%	1,000		1,000	67%
542	Accommodation Tax			330	2,102	330	637%	4,000		4,000	1212%
950	Park Development	49,032	308,604	176,483		170,000	0%	75,000		75,000	44%
	Account:	205,053	443,002	334,493	151,420	331,622	46%	265,148	0	265,148	79%

460445 SPLASH PARK											
110	Salaries and Wages	1,468	226			0	0%			0	0%
138	Vision Insurance	2				0	0%			0	0%
139	Dental Insurance	9	1			0	0%			0	0%
141	Unemployment Insurance	2	1			0	0%			0	0%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

370 PARKS

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
142	Workers' Compensation	6	1			0	0%			0	0%
143	Health Insurance	198	26			0	0%			0	0%
144	Life Insurance	1				0	0%			0	0%
145	FICA	111	17			0	0%			0	0%
194	Flex Medical	12				0	0%			0	0%
220	Operating Supplies	152		259		0	0%			0	0%
221	Chemicals	2,276				0	0%			0	0%
233	Machinery & Equipment Par	162				0	0%			0	0%
339	Certification Renewal	200	200	898		0	0%			0	0%
341	Electric Utility Services	1,767	853	1,434	524	0	***%	650		650	*****%
345	Telephone	687	729	767	139	0	***%	200		200	*****%
366	Building Maintenance	125				0	0%			0	0%
397	Contracted Services	29,408	10			0	0%			0	0%
	Account:	36,586	2,064	3,358	663	0	***%	850	0	850	*****%
	Fund:	241,639	445,066	337,851	152,116	331,622	46%	265,998	0	265,998	80%
	Orgn:	241,639	445,066	337,851	152,116	331,622	46%	265,998	0	265,998	80%

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2023 - 2024

900 TRANSFER

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

1000 GENERAL											
521000 Interfund Operating Transfers Out											
820	Transfers to Other Funds	161,924	4,400	140,000	140,000	216,541	65%	155,000		155,000	72%
821	Grant Match Transfer	2,500	7,400	7,400	7,400	7,400	100%	7,400		7,400	100%
	Account:	164,424	11,800	147,400	147,400	223,941	66%	162,400	0	162,400	72%
	Fund:	164,424	11,800	147,400	147,400	223,941	66%	162,400	0	162,400	72%
	Orgn:	164,424	11,800	147,400	147,400	223,941	66%	162,400	0	162,400	72%

Grand Total:		4,128,413	4,767,277	4,699,141	4,417,362	4,664,408		5,588,956	0	5,588,956	

File Attachments for Item:

8. Budget/Finance Committee Minutes of August 22, 2023.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, August 22, 2023**

Members Present: Richard Klose, Heidi Sparks, Michelle Mize

Others Present: Kelly Strecker, Mayor David Waggoner

The meeting was called to order by the Committee Chair at 5:30 pm.

Public Input: There was no public comment.

General Items –

1. Review and approved August 8, 2023, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of August 8, 2023. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
2. Review and approve purchase requisitions. There were none.
3. Review and recommend approval to Council; claims entered through August 18, 2023. Michelle Mize moved to approve the claims and check the register for claims entered through August 18, 2023. Heidi Sparks seconded the motion, all in favor, motion passed 3-0.
4. Review and approve Payroll Register for the pay period ending August 6, 2023, totaling \$226,596.79. Heidi Sparks motioned to approve the payroll register for the pay period ending August 6, 2023, totaling \$226,596.79. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
5. Review and approve February 2023 financial statements. Heidi Sparks moved to approve the February 2023 financial statements. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
6. Review and approve March 2023 financial statements. Heidi Sparks moved to approve the March 2023 financial statements. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
7. Review and approve April 2023 financial statements. Heidi Sparks moved to approve the April 2023 financial statements. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
8. Review and approve May 2023 financial statements. Heidi Sparks moved to approve the May 2023 financial statements. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
9. Review and approve June 2023 financial statements. Heidi Sparks moved to approve the June 2023 financial statements. Michelle Mize seconded the motion, all in favor, motion passed 3-0.

New Business – Heidi Sparks mentioned that it was brought up in the Public Works Committee meeting that adding speed bumps on S. 4th St would help slow the traffic down. It was also mentioned to add a couple more stop signs.

Old Business –

Other Items –

1. Review Comp/OT reports for the pay period ending August 6, 2023.
2. Mayor Update – The Mayor stated that the CBA for Union 316 would be at the council meeting tonight for approval. He said we are nearing the end of the budget prep and that the general fund discussion would be before the council at tonight's meeting. He mentioned that the construction for the splash park is set to begin August 29, 2023, and would take about a month to complete. Russell Park is moving along; the sprinkler system is about complete and the playground equipment will be shipped soon and should be installed and completed by the end of September. The mayor stated that Jessica at the police department has been putting together a list of evidence, such as guns, ammunition, etc. and is going to schedule an online auction in the very new future.

3. Clerk/Treasurer Financial Update-Kelly stated the auditors were here last week gathering information to complete the AFR. The legislature changed a few things this year and it was going to take a little longer to complete. Kelly said that all financials are balanced through the end of June 2023. Kelly is continuing to work on the budget as the final budget approval goes to council the first Tuesday in September.

Announcements –

4. The next Budget and Finance Committee meeting will be held on September 12, at 5:30 pm.
5. Heidi Sparks is scheduled to review claims for the next meeting.

Meeting Adjourned at 6:05 p.m.

Respectfully submitted,



Kelly Strecker
Clerk Treasurer

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

File Attachments for Item:

9. Emergency Services Committee Minutes of July 24, 2023.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, JULY 24, 2023**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, July 24, 2023, by Vice-Chair Irv Wilke

Members Present: Irv Wilke- Vice-Chair, Richard Klose, Jodi Mackay, Jim Irwin

Others Present: Police Chief Stan Langve, Ambulance Director Lyndy Gurchiek, Fire Chief JW Hopper, Troy Charbonneau- Ambulance

Public Input:

General Items

1. Approval of Emergency Services Committee minutes of June 26, 2023. Richard Klose moved to approve the minutes; Jim Irwin seconded- Motion carried 4-0

New Business

2. Update from Emergency Departments
 - a. Police Chief Stan Langve
 - i. Items to note:
 1. For the period of 6/24-7/24 there were 1063 calls with 132 crimes reported – this brings LPD to 5900 ytd. Calls up 9.9% ytd.
 2. July 4th was more manageable than years passed. Could be attributed to the weekday holiday and cooler weather. There were 55 calls and no DUI arrests
 3. Recruitment continues to be a critical issue
 4. CJIN audit went “excellent”
 5. Fentanyl continues to be a troublesome issue which results in busier patrols
 - b. Ambulance Director Lyndy Gurchiek
 - i. Items to note:
 1. Ambulance took 115 calls (missed 19)
 2. New ambulance is in service
 3. July 4th started busy but was mostly quiet
 4. A new hire has started and is doing well
 - c. Fire Chief JW Hopper- Report attached
 - i. Items to note:
 1. 43 calls
 2. New truck expected end of August / early September
 3. FD will soon start staffing for DNRC
 4. Potential dangerous wild fire season – late start but there’s a lot fuel due to wet spring / early summer
 5. FD received minimal calls on July 4th

Old Business:

Will discuss safety mill levy at next meeting

Other Items:

Announcements

3. Next Meeting will be Monday, August 28, 2023, at 6:00pm in Council Chambers

Meeting adjourned

File Attachments for Item:

10. Park Board Minutes of June 8, 2023.



CITY OF LAUREL
PARK BOARD
THURSDAY, June 8, 2023
5:30 PM
COUNCIL CHAMBERS
MINUTES

Meeting called to order at 5:36 by Irv Wilke with Richard Herr, Evan Bruce, Paul Kober, Phyllis Bromgard in attendance. Matt Wheeler was the city representative in attendance.

Legion Baseball Group, American Legion Group and a representative from TLC-Patriot Septic and Excavation were visitors.

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

No Comments

General Items

1. Approval of Park Board Minutes of May 4, 2023
Phyllis B moved and Richard H 2nd and the motion was approved.

New Business

2. Legion baseball group made a request to alter the poles for the scoreboard for a new scoreboard. Irv W moved to approve this request and Richard H 2nd, with recommendation from Matt Wheeler that this is an upgrade so doesn't need to go to City Council, the motion was approved.
3. The Lions Club presented a letter of proposal which says they would like to take over the management and control over the old JC Hall. (Proposal letter included) The letter will be shared with the Mayor and will be asked to be brought to the City Council Workshop.
4. An issue came up regarding the high cost of liability insurance by lessees that wish to rent the JC Hall. This issue will be brought to the city attorneys for clarification.

Old Business

5. Bike Park – has to have a professional to design and build with a cost of \$250K to \$300K which means that the bike park is stalled, the dirt that was moved there will be kept there for future use.
6. Playground Equipment at Lions Park – most of it is here or in route however modifications need to be made to the concrete pads to set the equipment.
7. Walking and Bike Path in the Laurel Area – Nothing New to report but would like to be apart of it if the Billings walking and bike trails comes close to us we would like to be apart of it.
8. Splash Park at Thompson Park – the chamber is painting the pool building with close to high school colors, city is buying the paint. The splash park that was started has to be restarted due to excess water caused by the rain. One load of splash park equipment has arrived and placed in storage, second load in route. Member Herr would like research on shade cloth used at Ace Hardware for similar cloth used as splash park in addition to the one that is already there.
9. American Legion Building – the guest from TLC-Patriot Septic and Excavation explained a proposed solution for the septic system at the American Legion Building called Sludge Hammer. Estimate will be shared with the city and a copy will be in the minutes. No permits are needed as this is a repair system.
10. Riverside Park Updates – no report outside that we have a three day summer hire that is looking after the park, dedicated to park maintenance and mowing. We have a person volunteering to camp at the park and act as a host. His only fee is to be allowed to camp there.

11. Russell Park Project – should be completed in September on schedule.

Other Items

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. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

12. Next meeting July 6, 2023

Meeting was adjourned at 6:55

Irv Wilke

File Attachments for Item:

11. Park Board Minutes of July 6, 2023.



CITY OF LAUREL
PARK BOARD
THURSDAY, July 6, 2023
5:30 PM
COUNCIL CHAMBERS
MINUTES

Meeting called to order at 5:30 by Irv Wilke with Richard Herr, Evan Bruce, Paul Kober, Phyllis Bromgard, Richard Klose in attendance. Matt Wheeler was the city representative in attendance.

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

General Items

1. Approval of Park Board Minutes of June 8, 2023
Richard H moved and Phyllis B 2nd and the motion was approved.

New Business

2. Lions Club agreement: change the name to Riverside Community Hall, manage by Lions Club, insurance is still in question, Lions Club as a new manager would like to have the utilities to be paid by whomever is using the hall on a weekly basis.
3. LARC proposal coming forthwith coming to take over the old Rod and Gun Club building.

Old Business

4. Bike Park at Fir Field – no report.
5. Playground Equipment at Lions Park – work with the city on placement of slide supports.
6. Walking and Bike Path in the Laurel Area – no report.
7. Splash Park at Thompson Park – donation from T-Mobile for the splash park in the amount of \$50,000.
8. American Legion Building – power on Patriots Sewer report to city council (done).
9. Riverside Park Updates – an email to the mayor on research of lead recovery on the east end of the park.
10. Proposal from LARC to take over the Rod and Gun club building to put in washer and dryer for the guest of the park.
11. Russell Park Project – the playground coming in the fall. Sprinkler system going in on July 10th.

Other Items

12. Wood chips in Kings Kingdom – suggestion of concrete ping pong table and chess board for all parks.

Announcements

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DATES TO REMEMBER

13. Next meeting August 3, 2023

Meeting was adjourned at 6:30

Irv Wilke

File Attachments for Item:

12. Public Works Committee Minutes of June 19, 2023.



MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, JUNE 19, 2023

The Public Works Committee meeting was called to order at 6:00pm on Monday, June 19, 2023, by Committee Vice- Chair, Irv Wilke. No quorum present.

Members Present: Irv Wilke- Vice-Chair, Jodi Mackay, Aron Kostelecky

Others Present: Matt Wheeler- Public Works Director

Public Input:

General Items

New Business

Old Business:

Other Items

Announcements

Next Meeting will be Monday, July 17, 2023, at 6:00pm in Council Chambers

File Attachments for Item:

13. Resolution No. R23-72: A Resolution Of The City Council Cancelling The November 7, 2023 General Election Of Certain Municipal Officers.

RESOLUTION NO. R23-72

A RESOLUTION OF THE CITY COUNCIL CANCELLING THE NOVEMBER 7, 2023 GENERAL ELECTION OF CERTAIN MUNICIPAL OFFICERS.

WHEREAS, Mont. Code Ann. §§ 13-1-403(4) and (5) authorize a municipality to cancel a General Election for the election of a municipal officer by Resolution after notification by the County Election Administrator if the number of candidates filing for election is equal or less than the number of positions to be filled;

WHEREAS, by letter dated September 5, 2023, the City of Laurel received notification by the Yellowstone County Election Administrator that the following elected Municipal Officer positions are eligible for cancellation: City Council Ward 3 and City Council Ward 4; and

WHEREAS, pursuant to Mont. Code Ann. § 13-1-403, a Declaration of Intent to be a Write-In Candidate must have been filed with the Election Administrator by 5 p.m. on the 65th day before the date of the Election, or September 5, 2023.

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

1. The City of Laurel City Council hereby cancels the November 7, 2023 General Election for the following Municipal Officer positions: City Council Ward 3 and City Council Ward 4.
2. The following persons are hereby elected to the following Municipal Officer positions by acclamation:

City Council Ward 3	Casey Wheeler	(4-Year Term)
City Council Ward 4	Jodi Mackay	(4-Year Term)

Introduced at a regular meeting of the City Council on the 12th day of September 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of September 2023.

APPROVED by the Mayor the 12th day of September 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



Yellowstone County

ELECTION ADMINISTRATOR

(406) 256-2742
(406) 254-7940 (FAX)

P.O. Box 35002
Billings, MT 59107-5002
elections@yellowstonecountymt.gov

September 5, 2023

Dear City Clerks.

The deadline for write-in candidates to file a declaration of intent for the general municipal election pursuant to 13-1-403(2) has passed. The following candidates have filed for a nonpartisan municipal office in Yellowstone County and are running uncontested:

Town of Broadview

Todd L. Bailey (4-year term)
*Chuck Chaffin*** (4-year term)

City of Laurel

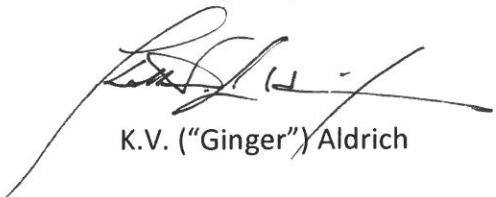
City Council Ward 3 - Casey Wheeler (4-year term)
City Council Ward 4 - Jodi MacKay (4-year term)

Because the number of candidates filing for election for these positions is equal to or less than the number of positions to be filled, the election is not necessary, and the governing body of the relevant election may cancel the election by resolution. Please note that if the governing body wishes to cancel a candidate election, it should do so as soon as possible. If your governing body wishes to cancel, please let me know when the matter is likely to be acted upon and please forward a copy of the executed resolution to the Yellowstone County Election Office as soon as possible to ensure ballots are updated for printing in a timely manner.

**Town of Broadview – please note that Mr. Chaffin has not completed his COPP paperwork and pursuant to 13-37-126(1), his name cannot appear on the official ballot for an election unless/until he files the paperwork. The certification for the general election by the COPP is due on September 29th. As noted by 13-37-126(2), “A vacancy on an official ballot under this section may be filled in the manner provided by law, but not by the same candidate.” In addition, a certificate of election cannot be granted to a candidate until the candidate or the candidate’s treasure has filed the required reports. See 13-37-127, MCA. If the Town Council

cancels the election, you may wish to consult with your Town attorney as to whether Mr. Chaffin could be declared elected by acclamation given those circumstances.

With regards,

A handwritten signature in black ink, appearing to read 'K.V. Aldrich', with a long horizontal flourish extending to the left.

K.V. ("Ginger") Aldrich

File Attachments for Item:

14. Resolution No. R23-73: A Resolution Of The City Council Declaring Certain City Of Laurel Property (Firearms And Related Equipment) As “Surplus” Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.

RESOLUTION NO. R23-73

A RESOLUTION OF THE CITY COUNCIL DECLARING CERTAIN CITY OF LAUREL PROPERTY (FIREARMS AND RELATED EQUIPMENT) AS “SURPLUS” AVAILABLE FOR SALE OR TRADE TO THE PUBLIC OR OTHER GOVERNMENTAL ENTITIES OR VENDORS.

WHEREAS, the City of Laurel has inventoried firearms, related equipment, and other items (hereinafter “the surplus property”) that are no longer of use to the City; and

WHEREAS, in accordance with Mont. Code Ann. § 7-8-420(1), the City of Laurel City Council has the authority to sell or otherwise dispose of the property by declaring it surplus; and

WHEREAS, the surplus property shall be offered to the public for sale or utilized by the City for purposes of trade or sale to obtain new equipment or property for use by the City of Laurel.

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

1. The City of Laurel City Council declares certain property identified as firearms and related equipment as “surplus property” pursuant to Montana law; and
2. The Mayor and City Staff are authorized to dispose of the surplus property through public sale or trade with any governmental entity or group in order to obtain new property for City use.

Introduced at a regular meeting of the City Council on the 12th day of September 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of September 2023.

APPROVED by the Mayor the 12th day of September 2023.

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:

15. Resolution No. R23-74: A Resolution Of The City Council Approving Rutt Variance Request LZV-23-01.

RESOLUTION NO. R23-74

**A RESOLUTION OF THE CITY COUNCIL APPROVING RUTT VARIANCE
REQUEST LZV-23-01.**

WHEREAS, on July 30, 2023, property owner Jon Rutt submitted a Variance Request (hereinafter “the Variance” or “Rutt Variance Request LZV-23-01”) on behalf of his business (Culligan) (hereinafter “the property”) to expand the storage/warehousing component of the business to vacant property located at 614 West First Street (hereinafter “the Application”);

WHEREAS, the legal description of the property is YOUNGS SECOND SUBDIVISION, S09, T02 S, R24 E, BLOCK 6, EAST 90 FT LTS 11-15 (17);

WHEREAS, historically, the City of Laurel Central Business District (hereinafter “the CBD”) allowed for storage/warehousing, but the Laurel Municipal Code has since been modified to remove storage as a conforming use in the CBD;

WHEREAS, the Application and supporting Information was submitted by the Property Owner on July 30, 2023;

WHEREAS, the Application was heard by the Planning Board and Zoning Commission (hereinafter “the Zoning Commission”) on August 16, 2023;

WHEREAS, the Zoning Commission found that the Application and supporting documentation were sufficient for review;

WHEREAS, the Zoning Commission found that the history of the ownership, expansion of the business, and the Laurel Municipal Code (as amended) are relevant to this situation;

WHEREAS, the Zoning Commission found that the denial of the variance request would constitute an unnecessary and unjust invasion of the right of property; this is based upon the fact that there are a number of other businesses in the CBD that have a warehousing/storage components that cross lot boundaries;

WHEREAS, the Zoning Commission found that the grant relates to a condition or situation special and peculiar to the applicant; this is based on the history of the growth and expansion of the business at the location and crossing lot and public right-of-way boundaries;

WHEREAS, the Zoning Commission found that the basis is something more than a mere financial loss to the owner as the standard (if applied to all similar properties in the CBD) would have devastating impacts on all of the owners in the CBD;

WHEREAS, the Zoning Commission found that the hardship was created by someone other than the owner;

WHEREAS, the Zoning Commission found that the Variance is within the spirit, intent, purpose, and general plan of the LMC; the intent of the LMC is to ensure compatible land uses that are mutually beneficial;

WHEREAS, the Zoning Commission found that the Variance would not affect adversely or injure or result in injustice to others; in fact, approval of the Variance restores rights enjoyed by others in the CBD that are denied this owner;

WHEREAS, the Zoning Commission found that the property owner did not own the property prior to the amendment of the Regulations prohibiting warehousing/storage;

WHEREAS, the Zoning Commission has conducted a Public Hearing on the Application, weighed the evidence, prepared Findings and Conclusions as required by the LMC; and

WHEREAS, the Zoning Commission has concluded that the preponderance of the evidence standard associated with the Rutt Variance Request LZV-23-01 rises to the level of the DO APPROVE recommendation and forwards the same to the Laurel City Council for FINAL DECISION and recommends approval of the Variance.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the Rutt Variance Request LZV-23-01 is hereby approved.

Introduced at a regular meeting of the City Council on the 12th day of September 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 12th day of September 2023.

APPROVED by the Mayor on the 12th day of September 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Planning Board and Zoning
Commission

ZONING COMMISSION REPORT LZV-23-01
Rutt Variance Request
August 24, 2023

Background:

On July 30, 2023, Jon Rutt submitted a variance request on behalf of his business (Culligan) to expand the storage/warehousing component of the business to vacant property located at 614 West First Street. Historically, the Laurel Central Business District (CBD) allowed for storage/warehousing, but the Code was modified, and storage was removed as a conforming use in the District. The property was acquired on October 30, 2015.

Legal Description:

YOUNGS SECOND SUBDIVISION, S09, T02 S, R24 E, BLOCK 6, EAST 90 FT LTS 11-15 (17).

Applicable Sections Laurel Zoning Regulations, Title 17 LMC.

17.04.030 - Scope.

- A. This title applies to all lands in the incorporated limits of the city; and any additional territory authorized by either state statutes or the county commissioners.
- B. In their interpretation and application, the provisions of this title may be regarded as the minimum requirements for the protection of the public health, safety, comfort, prosperity and welfare;
- C. This title is not intended to abrogate or annul any building permit, certificate of occupancy, variance or other lawful permit issued prior to the effective date of the ordinances codified in this title.

17.08.720 - Lot, record.

"Record lot" means land designated as a separate and distinct parcel on a legally recorded subdivision plat or in a legally recorded deed filed in the records of Yellowstone County, Montana.

17.08.740 - Lot, zoning.

"Zoning lot" means a tract of land occupied or to be occupied by a principal building and its accessory buildings, together with such open spaces and yards as are required under the provisions of this title, having not less than the minimum area required by this title for a zoning lot in the district in which such land is situated and having its principal frontage on a street or a permanent, exclusive, nonobstructed easement of access or right-of-way to a street, not less than twenty feet wide. A "zoning lot" need not necessarily coincide with a "record lot" as herein defined.

17.08.790 - Nonconforming use.

The use of a building or other structure or of a tract of land which does not conform to the use or regulations of this title for the district in which it is located, either at the effective date of the ordinance codified in this title, or as a result of subsequent amendments which may be incorporated into this title.

17.08.880 - Principal use.

"Principal use" means the primary or predominant use to which the property is or may be devoted, and to which all other uses on the premises are accessory.

17.08.1200 - Variance.

"Variance" means an adjustment in the application of the specific regulations of this title to a particular piece of property which property, because of special circumstances applicable to it, is deprived of privileges commonly enjoyed by other properties in the same vicinity or zone.

17.20.020 - Zoning classified in districts.

Zoning for commercial — industrial use is classified in and subject to the requirements of Table 17.20.020.

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Accessory buildings or uses incidental and customary to a permitted residential use and located on the same parcel as the permitted residential use	A	A	A	A	A	A	A	A	A
Airports	A								A
Alcoholic beverages manufacturing and bottling (except below):							A	A	
1,500 to 5,000 31-gallon barrels per year				SR	SR	SR	A	A	
Less than 1,500 gallon barrels per year				A	A	A	A	A	
Ambulance service			A	A	A	A	A	A	
Antique store				A	A	A	A		
Appliance - (household) sales and service			A	A	A	A	A		

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Assembly halls and stadium					SR	SR	SR		SR
Assembly of machines and appliances from previously prepared parts					SR	SR	SR		SR
Auction house, excluding livestock				SR	SR	A	A	A	
Auction, livestock	SR								
Automobile sales (new and used)				A	A	A	A		
Automobile - commercial parking enterprise				A	A	A	A	A	
Automobile and truck repair garage				A	A	A	A	A	
Automobile service station			A	A	A	A	A	A	
Automobile wrecking yard								SR	
Bakery products manufacturing					SR	A	A	A	
Bakery shops and confectioneries			A	A	A	A	A		
Banks, savings and loan, commercial credit unions			A	A	A	A	A		
Barber and beauty shops			A	A	A	A	A		
Bed and breakfast inns	A		A		A	A			
Bicycle sales and repair			A	A	A	A	A		
Blueprinting and photostating			A	A	A	A	A		
Boarding and lodging houses	A		A		A	A			
Boat building and repair						A	A	A	
Boat sales new and used					A	A	A	A	

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Boiler works (manufacturing servicing)								A	
Boiler works (repair and servicing)							A	A	
Book and stationery store			A	A	A	A	A		
Bottling works							A	A	
Bowling alleys				A	A	A	A		
Brick, tile or terra cotta manufacture								A	
Bus passenger terminal buildings local and cross country				A	A	A	A		
Bus repair and storage terminals						A	A	A	
Camera supply stores			A	A	A	A	A		
Camps, public					SR	A			A
Car washing and waxing					A	A	A		
Car wash - coin operated			A	A	A	A	A		
Cement, lime and plastic manufacture								A	
Ceramics shop		SR	A	A	A	A	A		
Chemical and allied products manufacture								A	
Child care facilities	A		A		A	A			
Churches and other places of worship including parish houses and Sunday school building	A	SR	A	A	A	A	A	A	
Clinic, animal	A		A	A	A	A	A		
Clinics, medical and dental		SR	A	A	A	A	A		

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Clothing and apparel stores			A	A	A	A	A		
Coal or coke yard								A	
Cold storage					A	A	A		
Colleges or universities			A	A	A	A			A
Commercial recreation areas			SR	A	A				A
Commercial food products, storage and packaging						SR	A	A	
Communication towers (commercial)	A	A	A	A	A	A	A	A	SR
Concrete mixing plants and manufacturing of concrete products							A	A	
Construction contractors:									
Office			A	A	A	A	A	A	
Open storage of construction materials or equipment						SR	A	A	
Community residential facilities:									
Adult foster family care home	A		A		A	A			
Community group home	A		A		A	A			
Halfway house	A		A		A	A			
Youth foster home	A		A		A	A			
Youth group home	A		A		A	A			
Nursing, homes, convalescent homes, orphanages, and charitable institutions	A		A		A	A			
Crematorium						SR	A	A	SR

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Creameries, dairy products manufacturing							A	A	
Creosote manufacturing or treatment plants								A	
Department stores				A	A	A	A		
Drug stores			A	A	A	A	A		
Dry kiln								A	
Dwellings: single-family Manufactured home	A	A	A	A	A				
Class A, Class B, Class C									
two family			A	A	A				
multiple family			A	A	A				
row housing			SR	SR	SR				
Eating and drinking establishments:									
Cocktail lounge, restaurants, bars and taverns				SR	SR	SR	SR		
Restaurants (without the sale of alcoholic beverages)				A	A	A	AA		
Drive-in restaurants					SR	SR	SR		
Extractive industries - excavations of sand and gravel		SR					SR		
Farm implements, sales and service						A	A	A	
Fat rendering or production of fats and oils								SR	
Feedlots - livestock	A							SR	
Feed and seed processing and cleaning for retail purposes									
Feed and seed - farm and garden retail sales					A	A	A		

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Fertilizer manufacturing								SR	
Fertilizer wholesale sales						SR	SR	A	
Fertilizer - retail sales					A	A	A		
Florist, wholesale sales	SR				A	A	A		
Florist, retail sales			A	A	A	A	A		
Flour mills							SR	SR	
Food products manufacturing, storage and processing						SR	SR	A	
Food stores (retail only)				A	A	A	A		
Food stores (retail only) - 3000 sq. ft.			A	A	A	A	A		
Foundry								A	
Frozen food lockers					A	A	A		
Fuel oil, gasoline and petroleum products bulk storage or sale						A	A	A	
Furnace repair and cleaning					A	A	A	A	
Furniture and home furnishings, retail sales			A	A	A	A	A		
Furriers, retail sales and storage			A	A	A	A	A		
Gambling establishments				A	A	A	A		
Garbage, offal and animal reduction or processing							SR		
Garbage and waste incineration								SR	
Gas storage								SR	

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Gases or liquified petroleum gases in approved portable metal containers for storage or sale						A	A	A	
Grain elevators	A					SR	SR	A	
Greenhouses	A				A	A	A	A	
Hardware, appliance and electrical supplies, retail sales				A	A	A	A		
Hatcheries	A						SR	SR	
Heliports				SR		SR	SR	SR	SR
Hobby and toy stores			A	A	A	A	A		
Hospitals (for the care of human patients)			A	A	A	A		A	
Hospital, animal		A		SR	SR	A	A	A	
Hotels				A	A	A			
Industrial chemical manufacture except highly corrosive, flammable or toxic materials								SR	
Irrigation equipment sales and service					A	A	A	A	
Jails and penal institutes									A
Janitor service				A	A	A	A		
Jewelry and watch sales			A	A	A	A	A		
Kennels - commercial	A				SR	A	A		
Laboratories for research and testing						SR	A	A	
Landfills - reclamation or sanitary									A
Laundries, steam and drycleaning plants							A	A	

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Laundries, steam pressing, drycleaning and dyeing establishments in conjunction with a retail service counter under 2500 sq. ft. in size			A	A	A	A	A		
Laundries, pick up stations			A	A	A	A	A		
Laundries, self-service coin operated			A	A	A	A	A		
Libraries, museums, and art galleries			A	A	A	A	A		A
Lock and gunsmiths			A	A	A	A	A		
Lodges, clubs, fraternal and social organizations provided that any such club establishment shall not be conducted primarily for gain				A	A	A			
Lumber yards, building materials, storage and sales						A	A	A	
Machine shops						SR	A	A	
Manufacturing - light manufacturing not otherwise mentioned in which no excessive fumes, odors, smoke, noise or dust is created						SR	A	A	
Heavy manufacturing not otherwise mentioned or blending or mixing plants						SR	SR		
Meat processing - excluding slaughter plants						SR	A		
Meat processing, packing and slaughter								SR	
Medical marijuana cultivation facility or cultivation facility							A	A	
Medical marijuana dispensary or dispensary							A		
Metal fabrication						SR	SR	A	
Motorcycle sales and repair				A	A	A	A		

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Mortuary			A	A	A	A	A		
Motels and motor courts				A	A	A			
Music stores			A	A	A	A	A		
Office building, professional government and private office buildings in which no activity is carried on catering to retail trade and no stock of goods is maintained for sale	SR	SR	A	A	A	A	A	A	SR
Office equipment, supplies and service			A	A	A	A	A		
Optician and optical supplies and sales			A	A	A	A	A		
Oxygen manufacturing and/or storage								A	
Paint and body shops				A	A	A	A	A	
Paint and retail sales			A	A	A	A	A		
Parking, public		SR	A	A	A	A	A	A	A
Parks, playgrounds, playfields and golf courses, community center buildings - operated by public agency, neighborhood or homeowner's association	A	SR							A
Pawn shops				A	A	A	A		
Pet shops			A	A	A	A	A		
Photographic studios		SR	A	A	A	A	A		
Planing or saw mills								A	
Post-secondary school	A	A	A	A	A	A			A
Prefabricated building materials assembly and manufactures						SR	A	A	
Preschool	A	SR	SR	SR					

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Printing, publishing, reproduction and lithography				A	A	A	A	A	
Processing of previously slaughtered meats, including cutting, wrapping, and freezing by freezer and locker provisioners					A	A	A	A	
Public utilities service installations	SR	SR	SR	A	A	A	A	A	SR
Public utilities storage yard						A	A	A	SR
Radio and TV broadcasting stations				A	A	A	A	A	
Radio and TV tower						A	A	A	SR
Railroad yard							A	A	
Real estate office			A	A	A	A	A		
Rental service store and yard					A	A	A		
Repair and servicing of industrial equipment and machinery						A	A	A	
School, commercial			A	A	A	A			A
Scrap yards - storage and processing								A	
Secondhand stores and/or antique store				A	A	A	A		
Sheet metal shops and processing							A	A	
Shoe repair				A	A	A	A	A	
Sign manufacturing, painting and maintenance						A	A	A	
Sign									
Billboards	SR					SR	SR	SR	
On premises	A	SR	A	A	A	A	A	A	

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Off premises	SR			SR	SR	SR	SR	SR	
Slaughterhouse	SR							SR	
Sporting goods sales				A	A	A	A		
Storage, compartmentalized storage for commercial rent							SR	SR	
Storage and warehouse and yards							SR	A	
Stone cutting, monuments manufacturing and sales							SR	A	
Sugar and sugar beet refining								SR	
Swimming pools or beaches, public									A
Taxi stands				A	A	A	A		
Theaters, cinema, opera houses				A	A	A			
Drive-in theaters						SR			
Tire recapping and retreading						A	A	A	
Trailer and recreational vehicle sales area					A	A	A		
Travel trailer park (transient)						SR			
Truck terminals, repair shops, hauling and storage yards						A	A	A	
Water and sewage treatment plant	A								A
Wholesale and jobbing establishments						SR	A	A	
Woodworking shops, millwork						SR	A	A	
Zoo, arboretum	SR								A

17.08.1200 - Variance.

"Variance" means an adjustment in the application of the specific regulations of this title to a particular piece of property which property, because of special circumstances applicable to it, is deprived of privileges commonly enjoyed by other properties in the same vicinity or zone.

17.60.020 - Land use variances issuance and denial—Determination procedure.

- A. It shall be the duty of the zoning commission to authorize, upon appeal in specific cases, such land use variances from the terms of the zoning ordinances as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinances or regulations will result in unnecessary hardship, and so that the spirit of the ordinances shall be observed and substantial justice done. The zoning commission shall, after a public hearing, make a recommendation to the mayor and council concerning the land use variance application.
- B. The zoning commission shall not recommend that land use variances be granted:
 - 1. Unless the denial would constitute an unnecessary and unjust invasion of the right of property;
 - 2. Unless the grant relates to a condition or situation special and peculiar to the applicant;
 - 3. Unless the basis is something more than a mere financial loss to the owner;
 - 4. Unless the hardship was created by someone other than the owner;
 - 5. Unless the variance would be within the spirit, intent, purpose and general plan of this title;
 - 6. Unless the variance would not affect adversely or injure or result in injustice to others; and
 - 7. Ordinarily unless the applicant owned the property prior to the enactment of this title or amendment.

17.76.030 - Planning director—Powers and duties.

- A. The planning director shall supervise and facilitate the processing of applications for amendments to the official zoning map, special review applications, and requests for variances. Further, it shall be his responsibility to present any applications or requests to the appropriate board or commission.
- B. It shall further be the responsibility of the planning director to aid the various boards, commissions and departments in transmitting recommendations, records and reports to the city council and to otherwise promote procedural regularity in the administration of this title.
- C. The planning director shall not have authority to act in any final reviewing capacity and any question as to interpretation or enforcement shall be determined by the appropriate board, commission or department.

Process:

- The Application and supporting Information was submitted on July 30, 2023
- The application was heard by the Planning Board and Zoning Commission on August 16, 2023.

- The Application is forwarded to the City Council with a “DO APPROVE” recommendation based on the following findings and conclusions:

Standard of Review:

- The Zoning Commission Finds that the application and supporting documentation are sufficient for review;
- The Zoning Commission Finds that the history of the ownership, expansion of the business, and the Laurel Municipal Code as amended are relevant to this situation;
- The Zoning Commission Finds that the denial of the variance request would constitute an unnecessary and unjust invasion of the right of property. This is based on the fact that there are a number of other businesses in the CBD that have a warehousing/storage component that cross lot boundaries;
- The Zoning Commission Finds that the grant relates to a condition or situation special and peculiar to the applicant. This is based on the history of the growth and expansion of the business at the location and crossing lot and public right-of-way boundaries;
- The Zoning Commission Finds that the basis is something more than a mere financial loss to the owner as the standard if applied to all similar properties in the CBD it would have devastating impacts on all of the owners in CBD – The regulations should be amended to correct this injustice;
- The Zoning Commission Finds that the hardship was created by someone other than the owner. In fact, the change to the LMC was initially intended to prohibit mini storage warehousing not storage associated with a conforming business in the CBD. Unfortunately, the text of the regulations does not support the stated intent of the amendment.
- The Zoning Commission Finds that the variance is within the spirit, intent, purpose and general plan of this title. The intent of the LMC is to ensure compatible land uses that are mutually beneficial. The Zoning Change that prohibiting storage/warehousing in the CBD associated with a conforming business was an UNINTENDED consequence.
- The Zoning Commission Finds that the variance would not affect adversely or injure or result in injustice to others. In fact, approval of the variance restores rights enjoyed by others in the CBD that are would be denied this owner;
- The Zoning Commission Finds that the property owner DID NOT own the property prior to the amendment of the Regulations prohibiting warehousing/storage. The Zoning was changed in 2015 and the property was acquired in 2016. It was noted that the property has been used as accessory to the conforming business for several years and the issue only identified when a new structure was proposed to house the ongoing use of the property for storage.

- Conclusions:

- The Laurel Planning Staff and/or Contracted Staff have complied with their duties and authorities under the LMC.
- The Zoning Commission has conducted a Public Hearing on the Application, weighed the evidence, prepared Findings and Conclusions as required by the LMC.
- The Zoning Commission concludes that the ***Preponderance of Evidence*** associated with the Rutt Variance Request LZV-23-01 rises to the level of the DO APPROVE recommendation and forwards same to the Laurel City Council for FINAL DECISION.

Respectfully submitted,

Judy Goldsby, President
Laurel – Yellowstone Planning Board and Zoning Commission

File Attachments for Item:

16. Resolution No. R23-75: A Resolution Of The City Council Authorizing The Additional Extension Of Approval Of Application For Special Review For J. Johnson Properties Pursuant To Resolution Nos. R22-07 And R23-05.

RESOLUTION NO. R23-75

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE ADDITIONAL EXTENSION OF APPROVAL OF APPLICATION FOR SPECIAL REVIEW FOR J. JOHNSON PROPERTIES PURSUANT TO RESOLUTION NOS. R22-07 AND R23-05.

WHEREAS, the City of Laurel (hereinafter “the City”) previously approved the Application for Special Review (hereinafter “the Application”) for J. Johnson Properties (hereinafter “the Applicant”), pursuant to Resolution No. R22-07, on February 8, 2022;

WHEREAS, the City thereafter approved an extension of approval of the Application, pursuant to Resolution No. R23-05, on January 24, 2023;

WHEREAS, the approval of the Application was subject to conditions that have not yet been completed by the Applicant;

WHEREAS, the conditions included that “[c]onstruction of any improvements to the site and building must be completed within twelve (12) months of special review approval”;

WHEREAS, the conditions also specified that the Applicant could request an extension, if necessary;

WHEREAS, the Applicant needs additional time to complete the conditions, and the Applicant has requested an additional six (6) month extension from the City; and

WHEREAS, the City is agreeable to the Applicant’s request, by way of formally extending the provisions of Resolution Nos. R22-07 and R23-05 for an additional six (6) months from the date of this Resolution.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the terms and conditions of Resolution Nos. R22-07 and R23-05 are hereby extended by six (6) months from the date of this Resolution to allow the Applicant time to meet the conditions for approval of the Application for Special Review.

Introduced at a regular meeting of the City Council on the 12th day of September 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 12th day of September 2023.

APPROVED by the Mayor on the 12th day of September 2023.

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:

17. Resolution No. R23-76: A Resolution Of The City Council Authorizing The Placement Of A Stop Sign On The Corner Of Cedar Avenue And S. 4th Street.

RESOLUTION NO. R23-76

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE PLACEMENT OF A STOP SIGN ON THE CORNER OF CEDAR AVENUE AND S. 4TH STREET.

WHEREAS, the City of Laurel (hereinafter “the City”), pursuant to the recommendations of City Staff, has determined that traffic flow necessitates the placement of a Stop Sign on the Corner of Cedar Avenue and S. 4th Street, in Laurel, Montana, in order to ensure safe and effective flow of traffic; and

WHEREAS, pursuant to LMC 10.08.010, the Laurel Chief of Police is authorized to “place and maintain traffic control devices” upon all City streets that are deemed necessary to regulate, warn, or guide traffic, under the direction of the City Council.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the Chief of Police and/or his designee is hereby authorized to place a Stop Sign on the Corner of Cedar Avenue and S. 4th Street, in order to regulate, warn, or guide traffic through that intersection.

Introduced at a regular meeting of the City Council on the 12th day of September 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 12th day of September 2023.

APPROVED by the Mayor on the 12th day of September 2023.

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:

18. Resolution No. R23-77: A Resolution Of The City Council Authorizing The Placement Of A Stop Sign On The Corner Of Idaho Avenue And E. 6th Street.

RESOLUTION NO. R23-77

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE PLACEMENT OF A STOP SIGN ON THE CORNER OF IDAHO AVENUE AND E. 6TH STREET.

WHEREAS, the City of Laurel (hereinafter “the City”), pursuant to the recommendations of City Staff, has determined that traffic flow necessitates the placement of a Stop Sign on the Corner of Idaho Avenue and E. 6th Street, in Laurel, Montana, in order to ensure safe and effective flow of traffic; and

WHEREAS, pursuant to LMC 10.08.010, the Laurel Chief of Police is authorized to “place and maintain traffic control devices” upon all City streets that are deemed necessary to regulate, warn, or guide traffic, under the direction of the City Council.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the Chief of Police and/or his designee is hereby authorized to place a Stop Sign on the Corner of Idaho Avenue and E. 6th Street, in order to regulate, warn, or guide traffic through that intersection.

Introduced at a regular meeting of the City Council on the 12th day of September 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 12th day of September 2023.

APPROVED by the Mayor on the 12th day of September 2023.

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:

19. Resolution No. R23-78: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Randall Contracting.

RESOLUTION NO. R23-78

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO APPROVE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH RANDALL CONTRACTING.

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

Section 1: Approval. The Independent Contractor Service Contract with Randall Contracting, for remodel work to be performed at City Hall for the move of the Laurel City Court, a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the 12th day of September, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of September, 2023.

APPROVED by the Mayor the 12th day of September, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 12th day of September 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Randall Contracting, a contractor licensed to conduct business in the State of Montana, whose address is P.O. Box 66, Laurel, MT 59044, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated August 2, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor fifteen thousand nine hundred forty-four dollars and no cents (\$15,944.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**SECTION FIVE
INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 12th DAY OF SEPTEMBER 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Randall Contracting

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

Randall Contracting

P.O. Box 66 • Laurel, MT 59044 • Ph: (406) 855-7825 • randallcontracting406@gmail.com

August 2, 2023

To: City of Laurel |

RE: 115 W. 1st Street
Laurel, Mt. 59044

Hello,

We calculated the cost for the work you requested. Thank you for the opportunity to bid on your remodel project. The scope of the work will consist of the following:

Conference Room Wall Remodel:

1. Remove the 6' French door and fill it with a wall.
2. Install 5/8" sheetrock on the new wall.
3. Tape, texture, and paint sheetrock to match existing walls.
4. Frame in standard size 3.0 interior pre-hung solid core door on the East side of the conference room remodeled wall
5. Frame in for a window on the West side of the conference room remodeled wall – (size to match the existing window in the license plate room.)
6. Remove the window from the license plate room and fill it in with sheetrock – tape, texture, and paint to match the existing walls.
7. Install the license plate room window in the conference room window opening.
8. Install counter under window opening. (the city will supply counter)

Electrical

1. Surface mount multiple new electrical outlets in the conference room.
2. Hook up power to the mini-split unit
3. Hardwire two workstations.

A/C Mini-Split in Conference Room

1. Install a DAIKIN 19 SEER INDOOR WALL MOUNTED HEAT PUMP
 - a. 12,000 BTU – 1-Ton – includes remote.
2. Install the outdoor unit on a metal rack on a 30" x 48" concrete pad located in the back of the building.

Interior Doors

1. R&R interior door hollow doors with solid core doors – 4 (total of 5 doors including the conference room remodeled wall door)
2. Note: Because of the weight of the solid core doors and for added security, replaced doors will be pre-hung doors with solid shims and extra-long screws behind the frame at the rough opening.
3. Install keyed handset hardware on each door

DUMP

1. Haul and Dispose of Demo Material

All the above work is to be completed substantially and professionally according to standard practices for the sum of Fifteen Thousand Nine Hundred Forty-Four Dollars. (\$15,944)

Thank you,

Randall Contracting

Customer Approval signed: _____ Date: _____

Randall Contracting: _____ Date: _____

File Attachments for Item:

20. Resolution No. R23-79: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Tel Net Systems, Inc.

RESOLUTION NO. R23-79

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO APPROVE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH TEL NET SYSTEMS, INC.

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

Section 1: Approval. The Independent Contractor Service Contract with Tel Net Systems, Inc., for cabling and conduit work to be performed at City Hall for the move of the Laurel City Court, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Tel Net Systems, Inc., on behalf of the City.

Introduced at a regular meeting of the City Council on the 12th day of September, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of September, 2023.

APPROVED by the Mayor the 12th day of September, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 12th day of September 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Tel Net Systems Inc., a contractor licensed to conduct business in the State of Montana, whose address is 547 S. 20th St. W Suite 2, Billings, MT 59102, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated August 22, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor seven thousand two hundred seventy-five dollars and fifty-eight cents (\$7,275.58) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**SECTION FIVE
INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 12th DAY OF SEPTEMBER 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Tel Net Systems, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



Tel Net Systems Inc

547 S 20th St W Suite 2
Billings, MT 59102

Phone # 406-839-9975
Fax # 406-839-9980

accounting@telnetsystemsmt.com

547 S 20th St W Suite 2
Billings, MT 59102
telnetsystems@bresnan.net
406-839-9975 (O)
406-839-9980 (F)

Estimate

DATE	Estimate #
8/22/2023	7019

NAME / ADDRESS
State of Montana Department of Admin SITSD 125 North Roberts Helena, MT 59620

DESCRIPTION	QTY	COST	TOTAL
<p>Laurel City Court 115 W. 1st St Laurel, MT 59044</p> <p>Price to provide and install the following as requested in an e-mail from Damon Petersen "Laurel City Courts move" Dated: Aug 2, 2023, 8:22 AM. Attachment Laurel_City_Court_Floorplan(1).pdf: -Install (5) locations of duplex cabling -1 1/2" Conduit to Building to Building on exterior -Wiremold</p> <p>*NOTE: This does NOT include ANY of the following: -Conduit labor/materials -Core Drill labor/materials -Installation of OWNER PROVIDED equipment/devices</p> <p>AS PER MATTHEW @ TELNET SYSTEMS, ALL MATERIALS CONDUIT IS INCLUDED IN BID. BID IS NOT AN ESTIMATE AND WOULD COST EXACTLY AS LISTED DUE TO ON SITE INSPECTION & INSTALLATION PLAN WAS GENERATED FROM THAT VISIT. <i>Qmk</i> 8/22/23</p>	1	7,275.58	7,275.58
TOTAL			\$7,275.58



Tel Net Systems Inc

547 S 20th St W Suite 2
Billings, MT 59102

Phone # 406-839-9975
Fax # 406-839-9980

accounting@telnetsystemsmt.com

547 S 20th St W Suite 2
Billings, MT 59102
telnetsystems@bresnan.net
406-839-9975 (O)
406-839-9980 (F)

Estimate

DATE	Estimate #
8/22/2023	7019

NAME / ADDRESS
State of Montana Department of Admin SITSD 125 North Roberts Helena, MT 59620

DESCRIPTION	QTY	COST	TOTAL
<p>Laurel City Court 115 W. 1st St Laurel, MT 59044</p> <p>Price to provide and install the following as requested in an e-mail from Damon Petersen "Laurel City Courts move" Dated: Aug 2, 2023, 8:22 AM. Attachment Laurel_City_Court_Floorplan(1).pdf: -Install (5) locations of duplex cabling -1 1/2" Conduit to Building to Building on exterior -Wiremold</p> <p>*NOTE: This does NOT include ANY of the following: -Conduit labor/materials -Core Drill labor/materials -Installation of OWNER PROVIDED equipment/devices</p> <p>AS PER MATTHEW @ TELNET SYSTEMS, ALL MATERIALS CONDUIT IS INCLUDED IN BID. BID IS NOT AN ESTIMATE AND WOULD COST EXACTLY AS LISTED DUE TO ON SITE INSPECTION & INSTALLATION PLAN WAS GENERATED FROM THAT VISIT. <i>Qmk</i> 8/22/23</p>	1	7,275.58	7,275.58
TOTAL			\$7,275.58

File Attachments for Item:

21. Resolution No. R23-80: A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Prorover.

RESOLUTION NO. R23-80

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO APPROVE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH PROROVER.

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

Section 1: Approval. The Independent Contractor Service Contract with Prorover for removal of two cottonwood trees in Riverside Park that were damaged during a storm, a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the 12th day of September, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 12th day of September, 2023.

APPROVED by the Mayor the 12th day of September, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 12th day of September 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Prover, a contractor licensed to conduct business in the State of Montana, whose address is 501 South 30th Street, Billings, MT 59101, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated July 31, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor nine thousand four hundred dollars and no cents (\$9,400.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the

results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**SECTION FIVE
INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 12th DAY OF SEPTEMBER 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Prorover

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



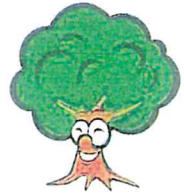
prorover
cat up a tree rescue

Skilled Arborist Creative Solutions



ISA # 2683A
Patrick Cecil Riedl

MT reg contractor
153913



- pruning
- cabling
- removals
- stump grinds
- soil amendment
- technical climbing
- bucket work
- free cat rescue
- less than 917 years experience

City of Laurel

Cut 2 large
Cottonwood Trees
Riverfront Park

Completed ~~7/31/23~~

8-31-23 M. Stutz
Type

~~\$9400-~~

Patrick Riedl
4431 Vaughn Ln
Billings MT 59101

OK to Pay
Parks Trees

prorover.com

698-6551

Patrick C. Riedl
~~Sept 1 2023~~

File Attachments for Item:

22. Ordinance O23-03: An Ordinance Amending Sections 13.01.010 (Adoption) And 13.01.020 (Updated References) Of The Laurel Municipal Code Related To The Adoption Of The International Fire Code.

ORDINANCE NO. 023-03

AN ORDINANCE AMENDING SECTIONS 13.01.010 (ADOPTION) AND 13.01.020 (UPDATED REFERENCES) OF THE LAUREL MUNICIPAL CODE RELATED TO THE ADOPTION OF THE INTERNATIONAL FIRE CODE.

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating Chapters, Sections, and Subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 13.010.010 and 13.010.020, as noted herein, and hereby recommends the same to the City Council for their full approval.

13.01.010 Adoption.

The City of Laurel hereby adopts by reference per MCA 7-5-4202(1) and 7-33-4208 the International Fire Code, 2021~~12~~ edition as modified by the Administrative Rules of Montana (ARM) 23.12.601 (1) through (5), and 23.12.603, 23.12.605 as the ~~F~~ire ~~C~~ode of the ~~C~~ity of Laurel. It regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; provides for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions, and terms of said ~~F~~ire ~~C~~ode on file in the office of the Laurel City Clerk-~~Treasurer~~ are hereby referred to, adopted, and made a part hereof, as if fully set out, with the additions, insertions, deletion and changes, if any, set by ordinance.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01 § 5, 2-24-2015; Ord. No. 021-01, 1-26-2021)

13.01.020 Updated ~~R~~ferences.

The International Fire Code, 2021~~12~~ edition, as published by the International Code Council as referenced in section 13.01.010 of this ~~C~~hapter, may be amended by ~~R~~esolution or ~~A~~administrative ~~O~~order of the ~~M~~ayor.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01, § 5, 2-24-2015; Ord. No. 021-01, 1-26-2021)

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

Introduced and passed on first reading at a regular meeting of the City Council on the 12th day of September 2023, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the 26th day of September 2023, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the 26th day of September 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney