



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, AUGUST 22, 2023  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R23-51

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 8, 2023.
2. Approval of Minutes of August 12, 2023.

**Correspondence**

3. Police Monthly Report - July 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.*

4. Claims entered through August 18, 2023.
5. Clerk/Treasurer Financial Statements For The Month Of February 2023.
6. Clerk/Treasurer Financial Statements For The Month Of March 2023.
7. Clerk/Treasurer Financial Statements For The Month Of April 2023.
8. Clerk/Treasurer Financial Statements For The Month Of May 2023.
9. Clerk/Treasurer Financial Statements For The Month Of June 2023.
10. Approval of Payroll Register for PPE 8/6/2023 totaling \$226,596.79.
11. Council Workshop Minutes of August 1, 2023.

**Ceremonial Calendar**

## **Reports of Boards and Commissions**

- [12.](#) Budget/Finance Committee Minutes of August 8, 2023.
- [13.](#) Park Board Minutes of August 3, 2023.
- [14.](#) Public Works Committee Minutes of July 17, 2023.
- [15.](#) Library Minutes of June 13, 2023.
- [16.](#) Library Board Members of July 11, 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**

- [17.](#) 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.
- [18.](#) 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.
- [19.](#) 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.
- [20.](#) Resolution No. R23-54: Resolution Authorizing The Mayor To Approve An Agreement With Savage Cat Rescue, Inc.

## **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 8, 2023.

# MINUTES OF THE CITY COUNCIL OF LAUREL

August 8, 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 6:35 p.m. on August 8, 2023.

|                          |               |              |
|--------------------------|---------------|--------------|
| COUNCIL MEMBERS PRESENT: | Emelie Eaton  | Heidi Sparks |
|                          | Michelle Mize | Richard Herr |
|                          | Casey Wheeler | Irv Wilke    |
|                          | Richard Klose | Jodi Mackay  |

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Michele, Braukmann, Civil City Attorney  
Kelly Strecker, Clerk/Treasurer

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

## MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of July 25, 2023, as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

## CONSENT ITEMS:

- **Claims entered through August 4, 2023.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 7/23/2023 totaling \$215,277.43.**
- **Council Workshop Minutes of July 18, 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 eight council members present voted aye. Motion carried 8-0.

## CEREMONIAL CALENDAR:

Laurel is 115 years old today. Happy Birthday!

## REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of July 25, 2023.
- Cemetery Commission Minutes of July 18, 2023.
- Emergency Services Committee Minutes of June 26, 2023.
- Tree Board Minutes of June 15, 2023.

## AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):

KC Williams, 1620 Walker Lane, spoke about all the recent projects the City has done. He praised the City for the work that has been done.



Paul Kober, 1008 E. 8<sup>th</sup> Street, asked for an update on the lease agreement between the City and the Laurel Lions.

#### SCHEDULED MATTERS:

- Resolution No. R23-47: Resolution Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70.

Motion by Council Member Sparks to approve Resolution No. R23-47, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Resolution No. R23-48: Resolution Authorizing Participation In The Board Of Investments Of The State Of Montana Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (Interap Loan Program), And Authorizing The Execution And Delivery Of Documents Related Thereto.

Motion by Council Member Mize to approve Resolution No. R23-48, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Resolution No. R23-49: Resolution Authorizing Participation In The Board Of Investments Of The State Of Montana Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (Interap Loan Program), And Approving The Form And Terms Of The Loan Agreement And Authorizing The Execution and Delivery of Documents Related Thereto.

Motion by Council Member Mackay to approve Resolution No. R23-49, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

#### COUNCIL DISCUSSION:

Hunter Education is scheduled for September 11<sup>th</sup>-15<sup>th</sup>. Registration is September 5<sup>th</sup>. The class size is limited to 50 students.

The next Public Works Committee meeting is August 21<sup>st</sup> at 6:00 p.m. in Council Chambers.

Council noted they received a letter regarding the audit. They asked for clarification on what this letter was regarding. It was clarified that the letter was simply to let the Council know of the recurring audit findings.

A Council Member received a complaint regarding the intersection of E. 6<sup>th</sup> Street and Idaho. They requested that this intersection have a stop sign.

#### MAYOR UPDATES:

The Mayor stated he had contacted a lead remediator to give a quote on remediating the lead in Riverside Park.

UNSCHEDULED MATTERS: None.

#### ADJOURNMENT:

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

There being no further business to come before the Council at this time, the meeting was adjourned at 6:54 p.m.

DRAFT

  
Britney Haraka, Council Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 22<sup>nd</sup> day of August 2023.

\_\_\_\_\_  
Dave Waggoner, Mayor

Attest:

\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer

**File Attachments for Item:**

2. Approval of Minutes of August 12, 2023.

DRAFT

# MINUTES OF THE CITY COUNCIL OF LAUREL

August 12, 2023

A special 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 5:00 p.m. on August 12, 2023.

COUNCIL MEMBERS PRESENT: Heidi Sparks (via phone)  
Richard Herr  
Casey Wheeler  
Irv Wilke  
Richard Klose (via phone) Jodi Mackay

COUNCIL MEMBERS ABSENT: Emelie Eaton  
Michelle Mize

OTHER STAFF PRESENT: Michele Braukmann, Civil City Attorney

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

MINUTES: None.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS: None.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS: None.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- Resolution No. R23-50: A Resolution Of The City Council To Amend The Ballot Language Previously Approved By Resolution No. R23-22 And Submit The Question To The Electorate Authorizing The City To Impose A New Mill Levy For The City Of Laurel Emergency Response Services Of A New 50.06 Mills To Fund Ems Services, Including Staffing, Volunteer Compensation, Training, And Ancillary Operations

Motion by Council Member Wilke to approve Resolution No. R23-50, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION: None.

MAYOR UPDATES: None.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

DRAFT

Special Council Minutes of August 12, 2023

Motion by Council Member Mackay 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 six Council Members present voted aye. Motion carried 6-0.

There being no further business to come before the council at this time, the meeting was adjourned at 5:15 p.m.

  
Brittney Harakal, Council Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 22<sup>nd</sup> day of August 2023.

\_\_\_\_\_  
Dave Waggoner, Mayor

Attest:

\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer

**File Attachments for Item:**

3. Police Monthly Report - July 2023



# Laurel Police Department

215 W. 1<sup>st</sup> Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Total Calls

Printed on July 31, 2023

[CFS Date/Time] is between '2023-07-01 00:00:00' and '2023-07-31 23:59:59' and

[Primary Incident Code->Code : Description] All

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## Code : Description

## Totals

|                              |    |    |
|------------------------------|----|----|
| 10-15 : With Prisoner        | 0  | 0  |
| : Abandoned Vehicle          | 7  | 7  |
| : Agency Assist              | 81 | 81 |
| : Alarm - Burglary           | 16 | 16 |
| : Alarm - Fire               | 2  | 2  |
| AMB : Ambulance              | 87 | 87 |
| : Animal Complaint           | 19 | 19 |
| : Area Check                 | 4  | 4  |
| : Assault                    | 4  | 4  |
| : Bad Checks                 | 0  | 0  |
| : Barking Dog                | 4  | 4  |
| : Bomb Threat                | 0  | 0  |
| : Burglary                   | 3  | 3  |
| : Child Abuse/Neglect        | 0  | 0  |
| : Civil Complaint            | 11 | 11 |
| : Code Enforcement Violation | 20 | 20 |
| : Counterfeiting             | 0  | 0  |

| <b>Code : Description</b> | <b>Totals</b> |    |
|---------------------------|---------------|----|
| : Criminal Mischief       | 8             | 8  |
| : Criminal Trespass       | 9             | 9  |
| : Cruelty to Animals      | 8             | 8  |
| : Curfew Violation        | 11            | 11 |
| : Discharge Firearm       | 1             | 1  |
| : Disorderly Conduct      | 20            | 20 |
| : Dog at Large            | 23            | 23 |
| : Dog Bite                | 4             | 4  |
| DUI : DUI Driver          | 17            | 17 |
| : Duplicate Call          | 7             | 7  |
| : Escape                  | 0             | 0  |
| : Family Disturbance      | 16            | 16 |
| : Fight                   | 3             | 3  |
| FIRE : Fire or Smoke      | 20            | 20 |
| : Fireworks               | 20            | 20 |
| : Forgery                 | 0             | 0  |
| : Found Property          | 15            | 15 |
| : Fraud                   | 7             | 7  |
| : Harassment              | 6             | 6  |
| : Hit & Run               | 6             | 6  |
| : Identity Theft          | 0             | 0  |



| <b>Code : Description</b>       | <b>Totals</b> |    |
|---------------------------------|---------------|----|
| : Indecent Exposure             | 0             | 0  |
| : Insecure Premises             | 3             | 3  |
| : Intoxicated Pedestrian        | 1             | 1  |
| : Kidnapping                    | 0             | 0  |
| : Littering                     | 0             | 0  |
| : Loitering                     | 4             | 4  |
| : Lost or Stray Animal          | 17            | 17 |
| : Lost Property                 | 14            | 14 |
| : Mental Health                 | 6             | 6  |
| : Missing Person                | 6             | 6  |
| : Noise Complaint               | 3             | 3  |
| : Open Container                | 0             | 0  |
| : Order of Protection Violation | 1             | 1  |
| : Parking Complaint             | 20            | 20 |
| : Possession of Alcohol         | 2             | 2  |
| : Possession of Drugs           | 4             | 4  |
| : Possession of Tobacco         | 0             | 0  |
| : Privacy in Communications     | 3             | 3  |
| : Prowler                       | 0             | 0  |
| : Public Assist                 | 48            | 48 |
| : Public Safety Complaint       | 9             | 9  |

| <b>Code : Description</b> | <b>Totals</b> |     |
|---------------------------|---------------|-----|
| : Public Works Call       | 17            | 17  |
| : Report Not Needed       | 3             | 3   |
| : Robbery                 | 0             | 0   |
| : Runaway Juvenile        | 3             | 3   |
| : Sexual Assault          | 2             | 2   |
| : Suicide                 | 1             | 1   |
| : Suicide - Attempt       | 0             | 0   |
| : Suicide - Threat        | 3             | 3   |
| : Suspicious Activity     | 124           | 124 |
| : Suspicious Person       | 9             | 9   |
| : Theft                   | 25            | 25  |
| : Threats                 | 9             | 9   |
| : Tow Call                | 1             | 1   |
| : Traffic Accident        | 16            | 16  |
| : Traffic Hazard          | 4             | 4   |
| : Traffic Incident        | 27            | 27  |
| : TRO Violation           | 0             | 0   |
| : Truancy                 | 0             | 0   |
| T/S : Traffic Stop        | 150           | 150 |
| : Unattended Death        | 0             | 0   |
| : Unknown - Converted     | 0             | 0   |

| <b>Code : Description</b>        | <b>Totals</b> |      |
|----------------------------------|---------------|------|
| : Unlawful Transactions w/Minors | 0             | 0    |
| : Unlawful Use of Motor Vehicle  | 0             | 0    |
| : Vicious Dog                    | 3             | 3    |
| : Warrant                        | 13            | 13   |
| : Welfare Check                  | 15            | 15   |
| <b>Totals</b>                    | 1025          | 1025 |

**File Attachments for Item:**

11. Council Workshop Minutes of August 1, 2023.

**MINUTES  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, AUGUST 01, 2023**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:29 p.m. on August 1, 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  
Kelly Strecker, Clerk/Treasurer  
Stan Langve, Police Chief

**Public Input:**

There were none.

**General Items**

**Executive Review**

1. Resolution - Resolution Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70

Police Chief Langve briefly reviewed the SRO program.

Council noted that one of the goals listed in the contract was to build relationships with students. It was questioned what kind of relationships are they aiming to build. It was clarified that the SROs have been able to address issues more proactively due to their relationship and open communications with students.

**Council Issues**

2. Brush Truck Intercap Loan Discussion

The brush truck the City ordered two years ago is ready to be picked up. The City is still waiting on the loan documents from the State but will have a resolution before Council at next week's City Council meeting.

It was questioned if the brush truck had been budgeted for. It was clarified that it had been budgeted.

### 3. Savage Cat Rescue Discussion

Council noted that in May, Savage Cat Rescue requested assistance. At that time, there were budget constraints. Some Council Members felt they need to consider funding this program.

It was questioned if cats would be added to Animal Control.

Police Chief Langve noted that the City does not have a cat ordinance, nor have they discussed adding one. It is not a benefit for the City to have one. The City has had issues with people feeding and housing feral cats with unsanitary conditions. Dogs are by far a more significant issue.

Yellowstone Valley Animal Shelter (YVAS) can assist with cats within the City limits; see the attached information about what they do. When formalizing the City's agreement with YVAS for services for dogs, they had mentioned that they do assist with cats as well, should the City want to pursue that.

Council noted that they had received community feedback that YVAS was not assisting Laurel residents with cat issues. It was clarified that the City would have to establish that program first.

It was questioned how many residents registered their chickens. It was clarified that there had been no registrations for chickens.

It was clarified that the Police Department spends a lot of time determining if the animal caught is someone's pet. The annual contract with YVAS is \$6,000. That includes not only the animals that are brought there but also services for injured animals brought in by the City and the seizure of animals in cruelty cases.

It was questioned if Council would like to add something that has not been budgeted before and when they would want to add that. It was clarified that we are currently in the budgeting process now.

It was clarified that Animal Control is budgeted out of the General Fund. It would need to be budgeted out of the Police Department's budget. The Police Chief would likely have to give up \$3,500 in another area of his budget to fund this. The Clerk/Treasurer has not received the City's mill value yet but should have them by Monday. Because we are in the budgeting process, expected expenses can be added. The YVAS contract is paid for out of the Police Department's budget.

It was questioned when that contract went into effect. It was clarified that the contract was signed in February.

Lorie Howard, Director of Savage Cat Rescue, stated that the copy of the YVAS contract she reviewed explicitly excludes cats. She always gets calls because YVAS does not deal with the cat issue in Laurel. So far this year, she has taken in 87 out of 308 cats from Laurel.

It was questioned if those 87 cats were within City limits or if it was the Laurel area in general. It was clarified that those are cats trapped within the Laurel area in general. It was further questioned if the list included the location where the cats were trapped. It was clarified that the locations were included. City Staff asked for a copy of that list.

Recently, Savage Cat Rescue received a \$1,500 grant from Laurel Walmart, allowing them to spay/neuter 12 female and 12 male cats.

The Police Chief spoke with Trinita at YVAS. They do have a program, at the expense of the homeowner, to come out and assist with nuisance cats.

Council asked if the \$6000 was for both dogs and cats or just dogs. It was clarified that the contract is primarily for dogs but can grow as needed. They will also assist the City if there is an animal emergency.

It was questioned if someone lives outside of City limits who would they call for assistance. It was clarified that they would need to call the County.

Barb Emineth, 501 Alder Avenue, clarified that she does not feel they are asking for a cat ordinance but for funds to allow the work to continue. She encouraged Council to be forward-thinking in dealing with this issue. Just because it may not be a problem in your area does not mean it is not a problem in another. Some neighbors feed the stray cats while others leave out antifreeze to kill them. In her area, there were approximately a dozen cats. She suspected that there were three generations of cats based on their size. Because of Savage Cat Rescue, she sees far fewer cats in her neighborhood. First, people need to get their cats fixed; second, cats are homing animals, so it is not easy to relocate them; third, cats are nocturnal and generally lay low during the day. Stray cats spread disease to domesticated cats and, in some cases, to people. Savage Cat Rescue uses a proven humane method to reduce the population of cats.

Doug Powell, 2315 E. Maryland Lane stated the first step to solving a problem is admitting that you have one. Savage Cat Rescue has come out and assisted him with the cat problem in his neighborhood. The City has a \$4 million budget; they cannot find \$3,500 to fund this program. As the City continues to grow, this problem will also grow.

Civil Attorney Braukmann clarified that the contract with YVAS is for \$5,000 and is exclusively for dogs. She cautioned the Council about amending ordinances to create a cat ordinance. This is a very slippery slope to go down outside of nuisance situations, which is already addressed via LMC. If the City states they will manage the cat populations, there will be a much larger discussion on enforcement that needs to take place. At this time, it is not recommended. The question of where to fund this project does not require an ordinance change.

It was questioned if it could be placed just under the General Fund and not under the Police Department. It was clarified that taxpayer dollars fund the General Fund. Residents should not be paying for cats picked up outside of city limits. The Clerk/Treasurer would need to speak with the auditors on where this must go.

A resident of Carbon County stated that Savage Cat Rescue has also helped with cats out in the County. Tom cats like to roam; he asked that the City support this cause.

It was questioned if the City can provide services not via an ordinance. It was clarified that the City could enter into a contract with various entities, such as Savage Cat Rescue.

Brandon Ellis, 2707 Lackawanna Lane, stated he owns Dirty Paws of Montana. He sees a lot of cats in his area. He recently went out of town and forgot to lock his pet door. When he returned, he had 18 cats in his home. He is currently moving out of that neighborhood because of the cat issue.

Mindy Bausch, 1845 Paynes Place, stated when they moved into this home, they had 15 to 20 cats, and now there is one left. They only see him when winter comes. Right now, she is caring for two cats and 11 kittens. She had an unfixed cat show up this morning.

Barb Emineth, 501 Alder Avenue, stated that she rehabbed a kitten from the neighbor's yard. She named him Simba. Once she started going outside, he caught a virus and only lived for two additional years.

Council requested a contract be drafted for the next Council cycle. The contract would identify what services would be provided to City residents.

It was questioned if recently Savage Cat Rescue had a cat owner upset because their cat was trapped and fixed. It was clarified that the owner did not have to pay for the services.

Brandon Ellis, 2707 Lackawanna Lane, questioned if there was a limit on how many cats someone can own. It was further questioned if Savage Cat Rescue could trap near the railroad or if they would need to obtain permission from the railroad to do so.

It was clarified that it would become an enforcement issue if the City did and residents did not follow those limitations. It was also clarified that there are limitations on entering private property.

Park Board has been thinking of ways to make the eastern end of Riverside Park more useable. There are concerns regarding the lead in the area. Park Board is requesting that the City get a quote for lead remediation. They also thought about selling the lead collected to be able to do additional projects within the park.

## **Other Items**

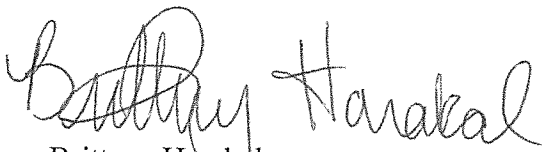
### **Attendance at Upcoming Council Meeting**

### **Announcements**

The council workshop adjourned at 7:43 p.m.

Respectfully submitted,



A handwritten signature in black ink, reading "Brittney Harakal". The signature is fluid and cursive, with the first name "Brittney" written in a more compact, stylized manner compared to the last name "Harakal".

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.**

# A Closer Look at Community Cats

## Common Misconceptions and Ways to Help

While the number of community cats in the United States is estimated to be in the tens of millions, sadly, many communities still opt to control populations using outdated, ineffective methods. Community cats who end up in shelters make up a large percentage of cats euthanized throughout the country every year. The ASPCA supports Trap-Neuter-Return-Monitor (TNRM) as a humane and effective method to manage community cat populations.



## What is a Community Cat?

"Community Cats" is a term used to describe outdoor, unowned, free-roaming cats. These cats can be friendly, feral, adults, kittens, healthy, sick, altered and/or unaltered. They may or may not have a caretaker. A caretaker is a person who conducts TNRM and provides care to a community cat, but who is not the legal owner. By this definition, the only outdoor free-roaming cats who are not community cats are those who have an owner.

Community cats—who have a dedicated caretaker who provides them with spay/neuter services and regular feedings—can live contently outdoors.

## Utilizing Trap-Neuter-Return-Monitor (TNRM) to Manage Community Cat Populations

TNRM is the method of humanely trapping community cats, having them spayed or neutered and vaccinated against rabies, and then returning them to their managed location to live out their lives. TNRM also involves a cat caretaker who provides food and monitors the cats' wellbeing as well as identifying and quickly trapping new intact cats. TNRM has been shown to be the most humane, efficient way of stabilizing community cat populations. By sterilizing at least 75% of cats in a group within a six-month period (and continuing to sterilize at least 75% of the remaining intact cats), TNRM helps stabilize the population of community cats and, over time, reduce the number of cats.

(<https://www.aspcapro.org/news/2019/07/25/new-study-high-intensity-tnr-could-mean-over-30-times-fewer-cat-deaths>) The goal is to sterilize all cats present and monitor the location for any intact newcomers. Nuisance behaviors such as spraying, excessive noisemaking and fighting are also largely eliminated and no additional kittens are born.

By stabilizing the population, cats will naturally have more space, shelter and food and fewer risks of disease. After being spayed or neutered, cats living in a managed group tend to gain weight and live healthier lives. Spayed cats are less likely to develop breast cancer and will not be at risk for ovarian or uterine cancer, while neutered males will not get testicular cancer. Neutering male cats also reduces the risk of injury and infection, since intact males have a natural instinct to fight with other cats. Spaying also means female cats do not go into heat. That means they attract fewer tom cats to the area, which reduces fighting and mating.

### How to Help Community Cats and Kittens in Your Area

- Become a cat caretaker and TNRM community cats in your neighborhood. A community cat caretaker is an individual (or group of individuals) who manages one or more groups of cats in a community. The caretaker keeps an eye on the cats—providing food, water and shelter, spaying/neutering and oversees their general wellbeing. Since caretakers keep an eye out for these cats, the caretaker is most frequently someone who lives nearby.

- Offer your assistance to established community cat caretakers who are doing TNRM. Ongoing needs include feeding, trapping, transportation to and from the veterinarian, temporary housing for cats after surgery, and fostering and socializing kittens for the purpose of finding them good homes.
- Contact local shelters (<https://www.aspca.org/adopt-pet/find-shelter>) or welfare groups to see if a TNRM program is available in your area.
- If you find kittens outside, check out our guide to decide the best next steps for them: [aspca.org/foundkittens](https://www.aspca.org/helping-people-pets/i-found-kittens-what-do-i-do) (<https://www.aspca.org/helping-people-pets/i-found-kittens-what-do-i-do>).

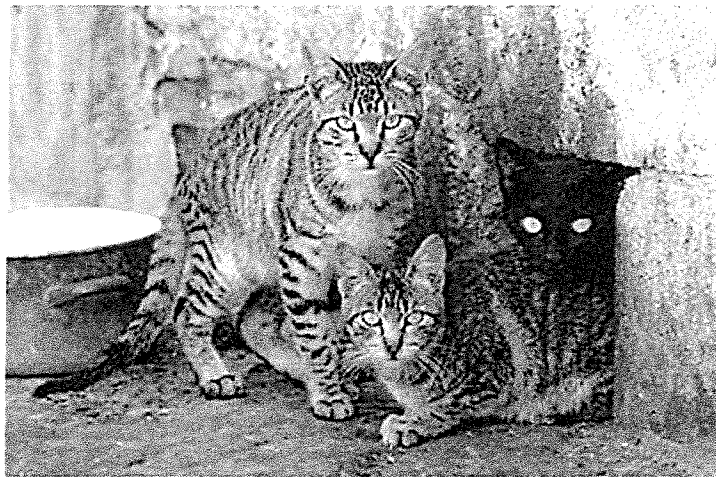
## **What is Ear-Tipping and Why Is It Important?**

Ear-tipping is a widely accepted means of marking a community cat who has been spayed or neutered. Ear-tipping is the humane, safe surgical removal of the top quarter-inch of the left or right ear. The procedure is performed by a licensed veterinarian, typically during the spay/neuter surgery and rarely requires aftercare. Ear-tipping prevents an already-spayed or neutered cat the stress of re-trapping and an unnecessary surgery.

## **Will Animal Shelters Adopt Out Community Cats?**

Most community cats are not adoptable and shelters are not a hospitable location for a community cat to be held. The fact is, most community cats exhibit wild, shy or frightened behavior, and it's impossible to predict how or if they will ever acclimate to indoor life and the consistent presence of humans. While a community cat might look exactly the same as a pet cat, community cats survive by avoiding close human interaction. When properly cared for, community cats are happier outdoors in their own territory.

Some community cats are actually stray cats who don't exhibit feral behaviors but rather are friendly and enjoy interaction with humans. These cats were likely once owned or have a caretaker who frequently cares for and interacts with them. It is very important to take caution, especially with cats who seem to straddle the fence between a community cat and a stray cat. Even though they might encourage petting or follow you around, they could likely be inadequately prepared for adoption and an indoor life. These cats don't need intervention, other than TNRM, unless they're ill or injured. Talking to local community members about the history of a specific cat or group of cats in the neighborhood may help you discern if the cat is being cared for and how you can best help.



### **Take Action**

Join the ASPCA in the fight against animal cruelty today.

**DONATE**  
**(HTTPS://SECURE.ASPCA.ORG/DONATE/DON.**  
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**COMMUNITYCATS&INITIALMS=WB\_RIG\_QUO(**  
**COMMUNITYCATS&PCODE=WEBMEMBER&LP**

### **Other Ways to Help:**

#### Become a Monthly Member

([https://secure.asPCA.org/donate/join?](https://secure.asPCA.org/donate/join?ms=wb_rig_otherways&initialms=wb_rig_otherways&PCODE=)  
[ms=wb\\_rig\\_otherways&initialms=wb\\_rig\\_otherways&PCODE=](https://secure.asPCA.org/donate/join?ms=wb_rig_otherways&initialms=wb_rig_otherways&PCODE=)

#### Take the Cruelty Pledge

([https://secure.asPCA.org/take-action/pledge-](https://secure.asPCA.org/take-action/pledge-fight-cruelty?ms=wb_rig_otherways&initialms=wb_rig_otherways)  
[fight-cruelty?](https://secure.asPCA.org/take-action/pledge-fight-cruelty?ms=wb_rig_otherways&initialms=wb_rig_otherways)  
[ms=wb\\_rig\\_otherways&initialms=wb\\_rig\\_otherways\)](https://secure.asPCA.org/take-action/pledge-fight-cruelty?ms=wb_rig_otherways&initialms=wb_rig_otherways)

#### Join the Advocacy Brigade

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[action/advocacy-brigade?ms=wb\\_rig\\_links-](https://secure.asPCA.org/take-action/advocacy-brigade?ms=wb_rig_links-advocacy-brigade-20230407&initialms=wb_rig_links-advocacy-brigade-20230407)  
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#### Advocate for Animals

([https://www.asPCA.org/get-](https://www.asPCA.org/get-involved/advocacy-center)  
[involved/advocacy-center\)](https://www.asPCA.org/get-involved/advocacy-center)

#### Volunteer or Foster

([https://www.asPCA.org/get-](https://www.asPCA.org/get-involved/volunteer)  
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[u=https%3A%2F%2Fwww.gallop.org/helping-](https://www.gallop.org/helping-people-people-pets/shelter-intake-and-surrender/closer-look-community-cats&t=A%20Closer%20Look%20at%20Community%20Cats&fref=ts)

[people- people-](https://www.gallop.org/helping-people-people-pets/shelter-intake-and-surrender/closer-look-community-cats&t=A%20Closer%20Look%20at%20Community%20Cats&fref=ts)

[pets/shelter-](https://www.gallop.org/helping-people-people-pets/shelter-intake-and-surrender/closer-look-community-cats&t=A%20Closer%20Look%20at%20Community%20Cats&fref=ts)

[intake- intake-](https://www.gallop.org/helping-people-people-pets/shelter-intake-and-surrender/closer-look-community-cats&t=A%20Closer%20Look%20at%20Community%20Cats&fref=ts)

[and- and-](https://www.gallop.org/helping-people-people-pets/shelter-intake-and-surrender/closer-look-community-cats&t=A%20Closer%20Look%20at%20Community%20Cats&fref=ts)

[surrender/closer-](https://www.gallop.org/helping-people-people-pets/shelter-intake-and-surrender/closer-look-community-cats&t=A%20Closer%20Look%20at%20Community%20Cats&fref=ts)

[look- look-](https://www.gallop.org/helping-people-people-pets/shelter-intake-and-surrender/closer-look-community-cats&t=A%20Closer%20Look%20at%20Community%20Cats&fref=ts)

[community-](https://www.gallop.org/helping-people-people-pets/shelter-intake-and-surrender/closer-look-community-cats&t=A%20Closer%20Look%20at%20Community%20Cats&fref=ts)

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MORE

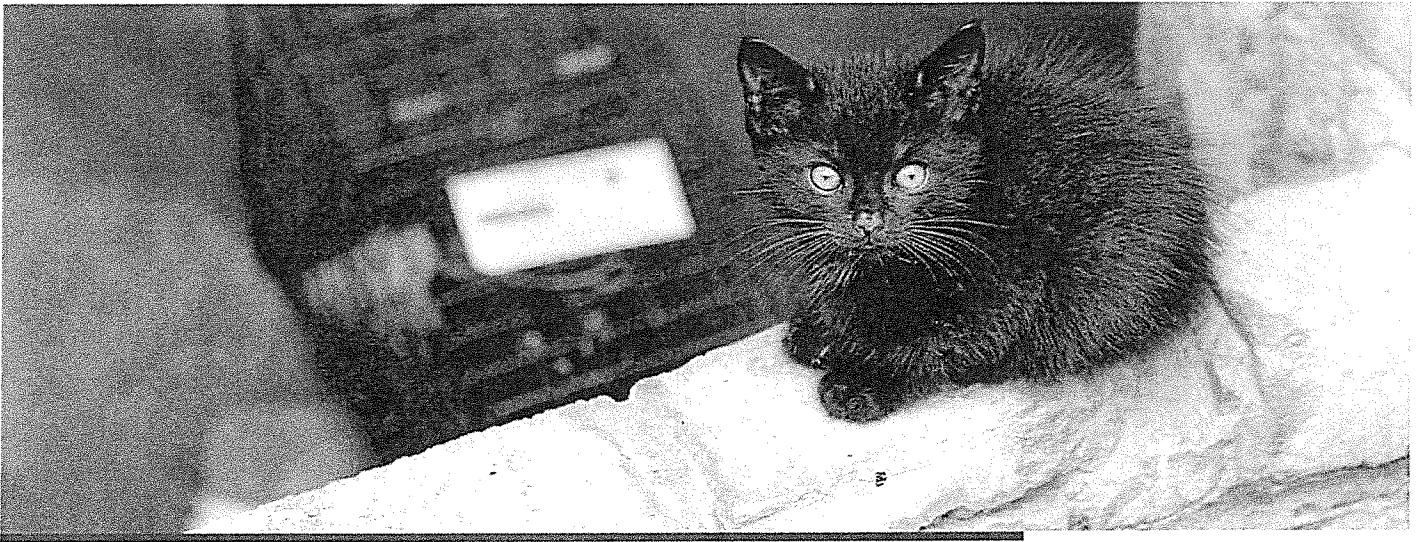


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## Just the Facts: The Vacuum Effect

| [Trap-Neuter-Return](#)

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NEW! This publication is now available in [Spanish](#) and [French](#).

### **Removing cats from an area creates a vacuum.**

The **Vacuum Effect** has been documented worldwide in many places. How can we help you with cats? The traditional approach has been to catch and kill community cats. While this may temporarily reduce the number of community cats in a given area, it is ultimately counterproductive.



the population of cats rebounds. Due to the Vacuum Effect, untrapped cats continue to breed, and other cats move into the newly available territory.



## THE VACUUM EFFECT



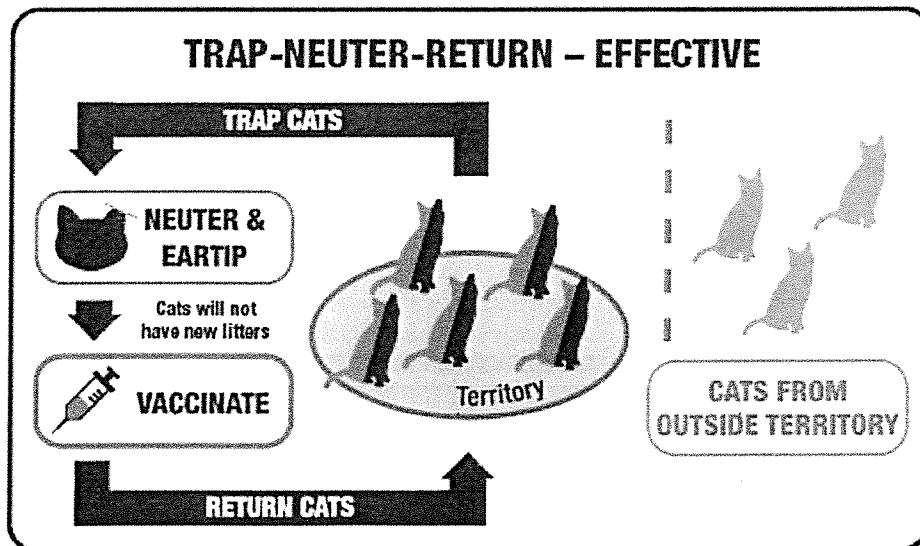
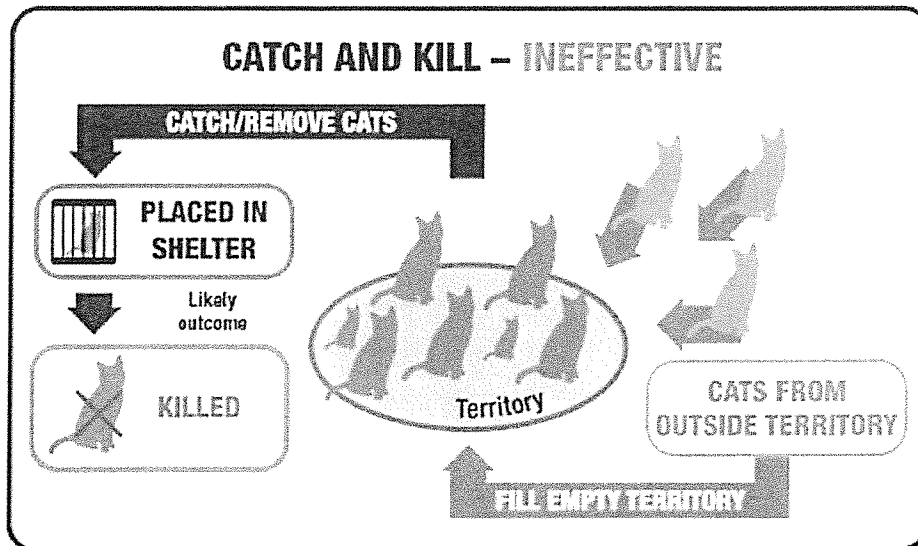
Intact cat  
living inside  
the territory



Intact cat  
from outside  
the territory



Neutered  
cat living in  
the territory



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Community cats are unowned cats who live outdoors.

Community cats, also called feral or outdoor cats, are not a new phenomenon. They reside in an outdoor location where they have access to food and shelter. Even though community cats are the same species as house cats (*Felis catus*), they have not been socialized to people and are therefore unadoptable. Community cats can lead full, healthy lives in their outdoor homes.

## **Time and again, communities find catch and kill doesn't work it needs to stop.**

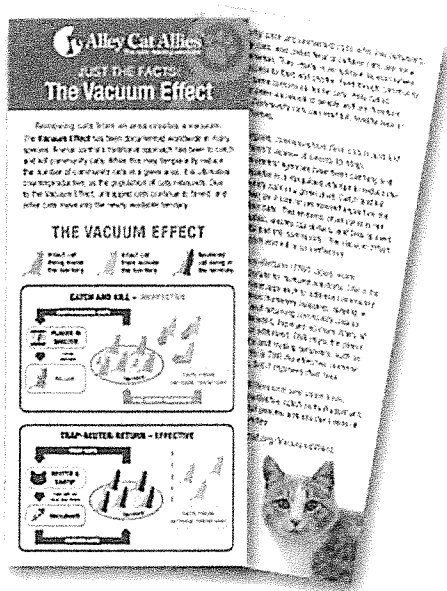
Municipal animal control agencies have been catching and killing cats for decades in a misguided attempt to reduce the number of community cats in a given area. Catch and kill is counterproductive, as it has no permanent impact on the population of outdoor cats. This endless, cruel cycle is not supported by the public, wastes tax dollars, and fails to meet the needs of the cats and the community. The Vacuum Effect is just one reason catch and kill is so ineffective.

## **Trap-Neuter-Return (TNR) *does* work.**

Communities are desperate for humane solutions. TNR is the only effective and humane approach to address community cat populations. It involves humanely trapping, spaying or neutering, vaccinating, and returning community cats to their outdoor homes. Afterward, there are no more litters of kittens the population is stabilized. TNR stops the stress associated with pregnancy and mating behaviors, such as yowling or fighting. Not only is TNR the effective, humane approach for outdoor cats, but it improves their lives.

## **You can make a difference and save lives.**

Together, we can fight the ineffective catch and kill approach, support TNR, and ensure local policies address the needs of outdoor cats and our communities.



## JUST THE FACTS: The Vacuum Effect

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Kelly Strecker



Subject:

City Mayor  
Tuesday, August 1, 2023 2:31 PM  
Kelly Strecker  
FW: Stray cats

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

---

**From:** BOB <johnstonbj4c@gmail.com>  
**Sent:** Tuesday, August 1, 2023 9:28 AM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Stray cats

Please help out Savage cat, to trap and fix strays. I live on Mullberry ave.in Laurel. There are a lot of strays down here.  
Thanks

Bob Johnston 708 Mullberry

Kelly Strecker



City Mayor  
Tuesday, August 1, 2023 3:50 PM  
Kelly Strecker  
FW: Savage cat rescue

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

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**From:** Nikki Dell <nikkidell66@gmail.com>  
**Sent:** Tuesday, August 1, 2023 3:49 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Re: Savage cat rescue

516 3rd Ave. Laurel Mt 59044  
Thank you

On Tue, Aug 1, 2023 at 3:45 PM City Mayor <citymayor@laurel.mt.gov> wrote:

I need your address for the record please



Dave Waggoner

Mayor

City of Laurel, Montana

(406) 628-8456 extension 5501

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**From:** Nikki Dell <nikkidell66@gmail.com>  
**Sent:** Monday, July 31, 2023 11:57 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Savage cat rescue

Good evening City council,

My Name is Nicole Dell and I've been a resident of Laurel from the day I was born! I'm writing this in hopes you will hear out Savage Cats request for financial help. I've been blessed to have met Lori before and she's truly been an inspiration to me.

Her tiny rescue has already taken on so very many of laurels finest cats.... Some she's been fortunate enough to reunite with their owners (yay!), many kittens, and some cats in absolutely horrible condition.

We as residents of Laurel are very limited as to options when it comes to stray cats as I'm sure you are well aware of. And Laurel really needs the help of such a rescue as Lori's. I don't believe these cats should be left to suffer and without Lori I'm sad to think of what their fates might be.

As a fellow resident I say once more PLEASE support Savage Cat Rescue Laurel needs this!



**From:** [City Mayor](#)  
**To:** [Brittney Moorman](#)  
**Subject:** Fwd: Feral cats  
**Date:** Thursday, July 13, 2023 10:31:44 AM

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Sent from my Verizon, Samsung Galaxy smartphone  
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**From:** Douglas Powell <powelldouglasj@yahoo.com>  
**Sent:** Thursday, July 13, 2023 10:23:06 AM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Feral cats

Hello Mr Wagner

My name is Douglas Powell. I am a resident of Laurel MT. I live in the trailer park off of Yard Office Rd. My address is 2315 E. Maryland Ln.

I am writing to you to ask for your help in resolving a problem. About 2 months ago I called the Laurel animal control about a feral cat problem. There were about 10 cats in my yard. The officer I spoke to told me that there is NO ordinance for cats and referred me to Lorie Howard. She does cat rescue. She came and helped me.

Your Chief of Police, Stan Langve, has stated "Laurel doesn't have a feral cat problem". That simply is not true. There are ALOT of stray cats where I live. We tax payers in Laurel need an ordinance for cats like we have for dogs. It takes funding. Lorie Howard, who lives in Billings has been working on our cat issues and has dealt with about 200 cats in the past 18 months without any financial help from the City of Laurel. She simply can't keep doing it for free. How does one go about getting an ordinance and funding for this issue?

Please call me at 406-281-3717 at your earliest convenience sir. Thank you in advance for your time and help resolve this issue. Douglas Powell.

Sent from Yahoo Mail on Android

**From:** [City Mayor](#)  
**To:** [Brittney Moorman](#)  
**Subject:** Fwd: Savage Cat Rescue  
**Date:** Wednesday, July 12, 2023 9:22:38 AM

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**From:** Emineth Barb <basecme@yahoo.com>  
**Sent:** Sunday, July 9, 2023 1:38:41 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Savage Cat Rescue

Laurel absolutely has a Ferrell cat problem and this organization needs the support of our city as well as individuals. Jodi Mackay should be letting me know when I can come to council and speak on this important issue! Respectfully, Barb Emineth

[Sent from Yahoo Mail on Android](#)

**From:** [City Mayor](#)  
**To:** [Brittney Moorman](#)  
**Subject:** Fwd: Stray Cats in Laurel  
**Date:** Wednesday, July 12, 2023 9:22:23 AM

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**From:** Kelsie Robbie <kelsie.robby@gmail.com>  
**Sent:** Monday, July 10, 2023 12:03:48 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Stray Cats in Laurel

Dear Mayor Waggoner,

I am writing you to address the stray cat problem in our neighborhood. We live on Durland Ave and take pride in keeping a nice curb appeal to our home. We understand that the South Side is an older neighborhood and not everyone will take pride in their homes but us and several other families on our block work really hard to make it a nice place. With that being said the alley cats are getting out of control. We have lived in our home for 5 years and they have always been a problem but it is getting worse. We have nice patio furniture that is constantly peed/pooped on by these cats. We have invested in patio furniture covers but that will pee/poop on those too. We have been woken up many nights do to cat fights on our patio. We have a privacy fence and have tried many "cat repellent" options but nothing is working. I called the city and they referred me to Savage Cat rescue but she will no longer take them. We were also told to live trap them and dispose of them humanely but we wouldn't be asked to do that if it were a stray dog.

We work so hard to keep our little home nice and a clean, fun backyard for our daughter. We just want a solution for this problem.

Thank you,  
Kelsie Robbie

**From:** [City Mayor](#)  
**To:** [Brittney Moorman](#)  
**Subject:** Fwd: Stray cats  
**Date:** Wednesday, July 12, 2023 9:22:52 AM

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**From:** Jenna Jacoutot <jennajacoutot20@gmail.com>  
**Sent:** Saturday, July 8, 2023 9:16:13 AM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Stray cats

Hello, good morning.

I was just wondering what services are available in regards to stray and abandoned cats in the Laurel area?

We see so many just running around. So many breeding and giving birth to kittens. Do we just let them reproduce to the extent that they get sick? A number of years ago there was a culling of cats because they all had distemper and no owners. For public health cats were rounded up and euthanised I do believe. It would be a shame to have it come back to that because of our lack of support.

Thank you for your time,  
- Laurel resident Jenna

**From:** City Mayor  
**To:** Brittney Moorman  
**Subject:** Fwd:  
**Date:** Wednesday, July 12, 2023 9:21:43 AM

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**From:** Jan Patenaude <janjanpat@gmail.com>  
**Sent:** Tuesday, July 11, 2023 1:01:17 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:**

I sincerely hope you will agree to help Lorie Savage (Savage Cat Rescue). She is a Godsend for stray cats.

We live east of Laurel and discovered that we had a mother cat and two kittens under our mobile home in Oct 21. She is the only person that responded to my request for help. She humanely trapped them and took them home to be vaccinated and adopted. We have 3 totally indoors cats. It breaks my heart to see all of the strays in Laurel. Lorie is doing a wonderful job attacking the problem of wild strays, getting them neutered and vaccinated as well as feeding them til they are adopted.

We need to have her work here continue.

Thank you

**From:** [City Mayor](#)  
**To:** [Brittney Moorman](#)  
**Subject:** Fwd: CATS!!!  
**Date:** Wednesday, July 12, 2023 9:23:11 AM

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**From:** snowjmpr@aol.com <snowjmpr@aol.com>  
**Sent:** Thursday, July 6, 2023 8:07:51 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** CATS!!!

Dear Mayor and City Council:

In February 2022 we noticed considerable cat activity in our neighborhood that we have lived in for 23 years. Several kittens in our yard and at one time, 2 cats mating and 3 were "waiting". Didn't want our dog to injure, or, be injured by a protective momma cat so I bought a humane cat trap from Amazon and when it arrived I just stared at it because I had no clue what I was doing. As good fortune would have it, someone told me about a new cat rescue in the Laurel area called Savage Cat Rescue and I wasted no time contacting them! Lorie educated me as we set her traps in a known cat rendezvous area. It was cold, very cold. After about 2 hours I checked the trap and we had a big Tom cat in it! Battle scarred, dehydrated, hungry! Over the course of 3 weeks we captured four more cats! Feral.

Female cats can start breeding at the age of 4 months and can become pregnant just a few days after giving birth to a litter. The population can explode exponentially if not controlled.

Lori took care of the feral cat population in this neighborhood humanely. Each cat was vetted, immunized, chipped, and ear tipped(visually indicating spayed or neutered), and adopted out if it could be a house cat or adopted out as a barn cat so it could work for its shelter, water, and food. She is not only working to control the cat population, but also to decrease the spread of feline disease.

I would greatly encourage the city council to support her request for \$3,500 per year from the city of Laurel to continue to reduce the feral cat population and therefore reduce the risks associated with them. Her successful work in the past year and a half speaks for itself.

Betsy Snow  
Laurel resident

Sent from AOL on Android

**From:** [City Mayor](#)  
**To:** [Brittney Moorman](#)  
**Subject:** Fwd: In Support of Savage Cat Rescue Inc.  
**Date:** Wednesday, July 12, 2023 9:22:03 AM  
**Attachments:** [image001.png](#)

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**From:** Heather Holley <heather@bmslawmt.com>  
**Sent:** Monday, July 10, 2023 4:47:57 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** In Support of Savage Cat Rescue Inc.

Good afternoon Mr. Mayor,

My name is Heather Holley. I am a legal assistant for a firm in Billings Montana. I have lived in Laurel since January 2012 with my husband, four kids and our pets. I have lived most of my life in Montana. We love living in Laurel. Love the people, love the small-town feel, the convenience of having schools within walking distance and the great people. I am very much an animal lover of all sorts, as I think you may be too, especially with your most recent post regarding the orphaned fawns. I enjoy the fact that you engage with everyone, seem open and honest with the community. The community of Laurel is of your best interest, and I appreciate that. I will be unable to attend then next city council meeting, but I would like to have my voice heard regarding something I find incredibly important.

When I moved to Laurel, up until roughly 8 months ago, we had cats fighting in our alley and yard literally every single day and night. I would be woken up every night and have to go out and break up the giant gangs of unfixed male cats so that I could get some rest. We had cat poop in our yards. There were often deceased cats along the sides of main street leaving town etc. I love kitties and so many of them suffer due to the fact that we as humans have let them down. Since Lorie has come to the rescue it has been a complete 180! I haven't heard a single cat fight in probably 8 months! I have noticed less young cats running the street. Lorie has been a god send! She has finally made a decent enough dent in the stray/feral cat community that we are noticing a difference. Cats like many other animals breed incredibly quick and unfortunately if we lose Lorie we will be right back to where we were in no time.

I ask that you please take into consideration what she is asking, we are asking for. Lorie is asking the city to only contribute one third of the cost of taking in, vetting and adopting or returning to owner. That doesn't even cover any extra costs. She has requested \$3,500 from the city of Laurel to cover an estimated 120 cats for this year. I honestly wouldn't be surprised if she ends up assisting more. It is surprising to me that we do not have resources provided at all from the city regarding this matter. Especially since most towns (even

towns smaller than Laurel) have something in place regarding stray animals. Many others and I in and outside of the community help her as much as we can but she really needs assistance from the city. The Laurel Police Department refer any and all calls regarding cats directly to her without consent or assistance. She has graciously given her time and resources to help us out. She has finally put her foot down and will no longer help Laurel if she is not supported by the city, and rightfully so.

Once she leaves, the cat population will begin to rise again. Large cat colonies can suffer from pretty nasty diseases which can easily spread, including to cats that have loving and caring homes. What Lorie is doing is positive for the community and I would love to see her be supported. We need her!!!! I feel as though \$3,500.00 for a whole year is a drop in the bucket.

Please take my support into consideration. I know there are MANY others who feel the same and I sincerely hope they reach out to you or attend the meeting.

Thank you for your time and consideration,

*Heather Holley*

Legal Assistant

Billstein, Monson & Small PLLC

1555 Campus Way, Suite 201

Billings, MT 59102

(406) 656-6551

[heather@bmslawmt.com](mailto:heather@bmslawmt.com)





**File Attachments for Item:**

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

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, August 8, 2023**

**Members Present:** Emelie Eaton, 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 July 25, 2023, Budget and Finance Committee meeting minutes. Emelie Eaton moved to approve the minutes of July 15, 2023. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
2. Review and approve purchase requisitions. There were none.
3. Review and recommend approval to Council; claims entered through August 4, 2023. Emelie moved to approve the claims and check the register for claims entered through August 4, 2023. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
4. Review and approve the July 2023 Utility Billing Adjustments, Emelie Eaton moved to approve the July 2023 Utility Billing Adjustments. Michelle Mize seconded the motion, all in favor, motion passed 4-0.
5. Review and approve Payroll Register for the pay period ending July 23, 2023, totaling \$215,277.43. Heidi Sparks motioned to approve the payroll register for the pay period ending July 23, 2023, totaling \$215,277.43. Emelie Eaton seconded the motion, all in favor, motion passed 4-0.

**New Business –None**

**Old Business –** Emelie stated that there has not been a quorum for several of the Public Works' meetings lately. She stated that she has several questions about the SE 4<sup>th</sup> St. project, as she has been getting calls from residents.

**Other Items –**

1. Review Comp/OT reports for the pay period ending July 23, 2023.
2. Mayor Update – The Mayor stated that someone from a lead company is going to come to Riverside Park and give the city a quote for scanning for lead in the ground. The mayor mentioned that the union contract did not ratify on Friday August 4, 2023, due to a few language issues. Mayor said that the contractors should be arriving in the next couple of weeks to begin work on Splash Park. The work should be completed in about 30 days.
3. Clerk/Treasurer Financial Update-Kelly stated that she has been working on the FY23/24 budget. Kelly said that the auditors are here this week preparing for the Annual Financial Reporting as there have been changes in the legislation this year and it may take a little longer to prepare. Kelly stated that the year end balancing has been completed.

**Announcements –**

4. The next Budget and Finance Committee meeting will be held on August 22, 2023, at 5:30 pm.
5. Michelle Mize is scheduled to review claims for the next meeting.

Meeting Adjourned at 6:25 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:**

13. Park Board Minutes of August 3, 2023.



**MINUTES  
CITY OF LAUREL  
PARK BOARD  
THURSDAY, AUGUST 03, 2023  
5:30 PM  
COUNCIL CONFERENCE ROOM**

**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.*

Meeting called to order by Irv Wilke at 5:39 PM. Irv Wilke, Evan Bruce, Richard Klose, Paul Kober, Phyllis Bromgard and Jon Rutt in attendance. Matt Wheeler also attending.

Guests: Don Jones, Sue Carter, LuAnn Engh, Pat Hart, Kayrene Kraft and Andrea Larned.

Sue Carter spoke during Public Input asking for help from the City to solve the Vole problem in Fireman's Park. Discussion followed and it will be on the agenda next month.

Andrea Larned spoke during Public Input about the new Splash Park and whether a pool would be built later. Some discussion followed and the process followed to get the Splash Park Funded was explained.

**General Items**

1. LPB July 6 2023 Minutes Paul moved and Phyllis seconded the minutes from the July 6 meeting. Motion approved.

**New Business**

2. Lions Club: We discussed some of the work going on at Riverside Park.
3. LARC: Submitted a proposal for the Rod and Gun Club building at Riverside Park, ATTACHED. Some discussion occurred and we will discuss it further at the next meeting after reading the proposal.

**Old Business**

4. Bike Park at Fir Field – No progress.
5. Playground Equipment at Lions Park – Installed and completed.
6. Walking and Bike Park Path in the Laurel Area: Don Jones, County Commissioner presented a map of the Yellowstone County Parks close to Laurel that could be considered for future use and/or incorporation with Laurel Groups and activities. No Progress on a bike path.
7. Splash Park and Pool Building at Thompson Park: Splash Park will be built the end of August and no work has been done to the outside of the pool building. The building was used a lot for the American Legion State A Tournament.
8. American Legion Building at Riverside Park: The Sledgehammer system for the septic tank will be installed soon. This should salvage the septic system for the building.
9. Riverside Park: The Railroad Recovery Company is renting the park and and the campground is buy. The new camp host and City employee are working well to keep people honest at the park. Good income this summer to use for the benefit of parks in Laurel. Jon brought up the thought of building a new community center in Riverside Park to support a museum and possible allow for the

refurbishment of the historical buildings in the park.

10. Russell Park project – Progressing on time.

### **Other Items**

Paul brought up the lease agreement for the Riverside Community Hall and the Lion's Club is in limbo and not moving forward. It was recommended the Pool Building and Ballfield lease should be used. Matt will recommend that to the City Attorney. Some discussion of possible uses of the money for the extra money generated by Riverside Park was discussed and will be on the agenda next month.

**Adjourned at 6:47**

### **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**

Next meeting is September 7, 2023.

Submitted by Jon Rutt

# Laurel Rod & Gun Club Building Plan

## Vision

LARC's vision of the building is that of it being a center of events that takes up the whole old gun range, and a place to fill some needs of the campers of the camp ground.

When we repair the building's electrical and walls, we want to make it easier for bands to set up in the east side of the building. We need to make sure their electrical needs are met. The window can be opened up for the outside to hear the music. A Sound system to be wired to have speakers around the building installed.

For most of the summer, we envision having the building stay open and have vending machines and arcade machines available to the campers. Possibly even washing machines. This would be a source of income for the building, LARC as a nonprofit while it leases, and the city in the future.

If the bathrooms can be salvaged, we want to look into adding showers. They would be coin operated if possible and be another source of fundraising.

We want this building to also be a start and finish of the walking path that goes around the backside of the park. Alongside improvement to the building, we will also work on the walking path; adding benches, improving the walking surface.

## Breakdown

- Rename building: Riverside Music Hall
- Fix Doors and Window
  - New doors that are flood proof
- Fix Electrical
  - Tear out old
  - Move outlets and switches above flood plain
  - New
    - Safety Lights
    - Exit signs
    - Power for bands/music on east side wall
    - Speaker wiring
    - Machine setup planning
- Fix Heating and Cooling
  - Removal of all gas lines
  - Heat Pump Install
  - Ceiling Fans
- Fix Floors
  - The cement floors have cracked.
  - Removal of raised floors.
- Fix Internal Walls and Insulation
  - Flood damage resistant
- Add Vending Machines

- Add Arcade Machines
- Fix Kitchen
- Fix Bathrooms
- Fix External Walls

## Costs

Back around 2012, the Rod and Gun Club received an estimate of \$45,000 to repair the building. We would think that current repairs and improvement would be around \$90,000 today. We want to do more than just repair. It is possible to make the building more flood proof with sealants, spray in cement, door flood dams, and cement/rubber flooring. Basic estimates say about \$4-\$8 per square foot on flood repair costs.

## Fundraising

LARC will be the core fundraisers but will work with other groups in the area. We will do events and raffles to raise the money. We will still raise money for our long term goal of an activities recreation complex but raise these funds on the side for this short term goal.

If the park finally gets on the Historical Building Register, it would be easier to get grants to help with the cost of repairs. But local sources would most likely be the majority of the funding.

- General Donations
- Sponsorships
- Personal Donations
- Business Donations
- Grants

Some work can possibly be donated but will only be allowed by licensed/insured professionals.

## Future Events

- Laurel FoodFest
- Lawnmower Races.
- Dance Nights
- Weddings
- Meetings
- Corporate Training



## Cost Breakdowns

- Coin Operated Shower Timers: \$500-\$750 each
- Countertop Stovetop: \$1,000 - \$1,250
- New Fridge: \$2,000
- Arcade Machines: \$1,250 each

## Requirements from the City

- Lead Testing of building and grass area
- Asbestos testing
- Electrical line to building inspected/repaired

## Immediate actions

- Fire Alarm replacement
- New Plants around building
  - Mint and Lavender - Will keep coming back and repels mice
- Clean Floors and Windows

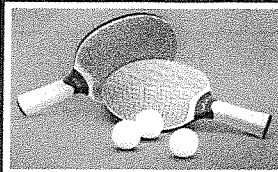
# STONE AGE



Stone Age Concrete Games

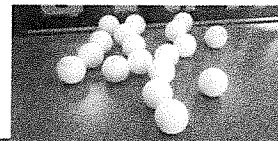
298 Quarry Road

Roseburg, OR 97470



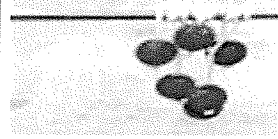
Quality outdoor Ping Pong Paddles. Includes carrying case. 4 Paddles w/6 balls.

**\$105.00**



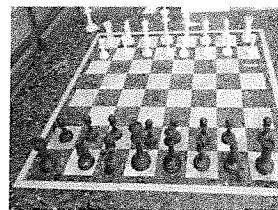
Ping Pong Balls, "3-Star" White. 50 balls per package!

**\$30.00**



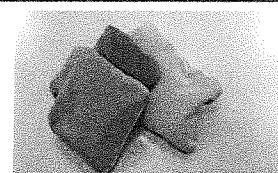
Ladder Golf Bolas Red & Blue one set.

**\$44.00**



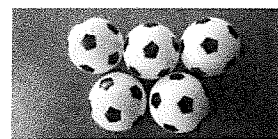
Master Series Chess Set, weighted plastic in classic, universally recognized Staunton design. Green felt pads on bottom. Spare queen. Black and Ivory. With Black and Red plastic checkers.

**\$35.00**



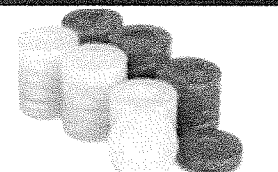
Cornhole Bags with outdoor plastic pellet fill. One set consists of 8 bags, 4 each in two different colors. Canvas material.

**\$67.00**



Foosballs, soccer look, heavy duty plastic. Comes in packages of 5.

**\$12.00**



Backgammon Chips, resin, mother of pearl look. Green and White.

**\$32.00**



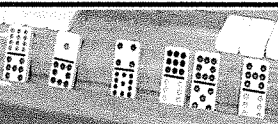
Shuffleboard Pucks and Wax Kit.

**\$121.00**



Chinese Checker marble set. 6 unique colors.

**\$33.00**



Dominoes Set. Double 12s, 91 piece set in sturdy tin.

**\$56.00**

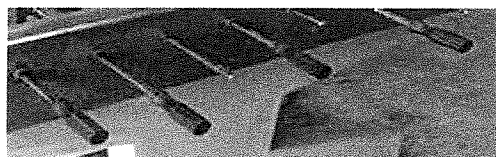
# STONE AGE



## FOOSBALL REPLACEMENT PARTS PRICE LIST

Customer Price

Custom made Stainless Steel Rods - Universal



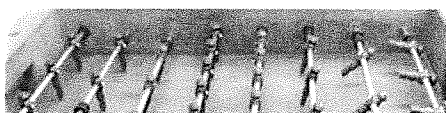
Single Rod

**\$143.00**

Full Set of 8 Rods

**\$1,144.00**

Plastic men - Red and Blue Players (26 Total/13 each color)



Full Replacement Set

**\$61.00**

Rubber handles for Stainless Rods - 8 handles



Full set of 8

**\$36.00**

Rubber bumpers (set of 16)

**\$20.00**

Nylon Washers (Set of 16)

**\$15.00**

### BACK-UP PARTS PACKAGE

Back-up parts package contains 7 red and 7 blue men, 4 rubber handles, 8 rubber bumpers, 8 nylon washers. Recommended for every table order.

**\$66.00**

### DELUXE BACK-UP PARTS PACKAGE

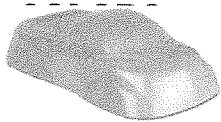
Contains the parts listed above in the back-up package AND includes 4 SS rods (1-2 man, 1-5 man, and 2-3man).

**\$594.00**

# STONE AGE CONCRETE GAMES, INC. TABLE TENNIS NETS POWDERCOAT COLOR OPTIONS— STANDARD



RAL 1001 Cream Beige



RAL 1002 Sand Yellow



RAL 1004 Golden Yellow



RAL 1007 Daffodil Yellow



RAL 1019 Gray Beige



RAL 2001 Red Orange



RAL 2004 Pure Orange



RAL 3000 Flame Red



RAL 3004 Purple Red



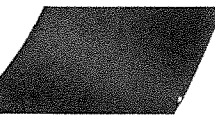
RAL 3013 Tomato Red



RAL 3022 Salmon Pink



RAL 4010 Telemagenta



Illusion Purple w/glimmer



RAL 5000 Violet Blue



RAL 5013 Cobalt Blue



RAL 5014 Pigeon Blue



RAL 5018 Turquoise Blue



RAL 5022 Night Blue



RAL 6001 Emerald Green



RAL 6002 Leaf Green



RAL 6003 Olive Green



RAL 6005 Moss Green



RAL 6010 Grass Green



RAL 6011 Reseda Green



RAL 6018 Yellow Green



RAL 6021 Pale Green



RAL 6026 Opal Green



RAL 6028 Pine Green



RAL 6034 Pale Turquoise



Ral 6037 - Pure Green



RAL 7000 Squirrel Gray



RAL 7002 Olive Gray



RAL 7006 Beige Gray



RAL 7010 Tarpaulin Grey



RAL 7011 Iron Gray



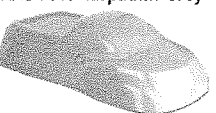
RAL 7024 Graphite Gray



RAL 7030 Stone Gray



RAL 7031 Blue Gray



RAL 7042 Traffic Gray A



RAL 7045 Telegray 1



RAL 8003 Clay Brown



RAL 8004 Copper Brown



RAL 8007 Fawn Brown



RAL 8008 Olive Brown



RAL # 8011



RAL 8014 Sepia Brown



RAL 8015 Chestnut Brown



RAL 8016 Mahogany Brown



RAL # 8019



RAL 8023 Orange Brown



RAL 8028 Terra Brown

High Reflective  
white 90%  
Gloss

RAL # 9011

FONT #1 Arial - Stone Age TABLE TENNIS

FONT #2 Cambria - Stone Age TABLE TENNIS

**FONT #3 Cooper Black - Stone Age TABLE TENNIS**

**FONT #4 Denmark - Stone Age TABLE TENNIS**

**FONT #5 EVGRAVERS MT - STONE AGE TABLE TENNIS**

**FONT #6 Freefrm 721 - Stone Age TABLE TENNIS**

FONT #7 Kodchiang UPC - Stone Age TABLE TENNIS

**FONT#8 Long Island - Stone Age TABLE TENNIS**

*FONT#9 Monotype Corsiva - Stone Age TABLE TENNIS*

FONT #10 TIMES NEW ROMAN - Stone Age TABLE TENNIS

FONT#11 Pegasus - Stone Age TABLE TENNIS

FONT #12 PR UNCIAL ~ TONE AGE TABLE TENNIS

**FONT#13 STEAMER - STONE AGE TABLE TENNIS**

**FONT #14 STORY BOOK - Stone Age TABLE TENNIS**

FONT #15 TEKTON PRO EXT - Stone Age TABLE TENNIS

**FONT #16 UNICORN - STONE AGE TABLE TENNIS**

**Write or draw how you would like the net to look in the box below:**

Font Choice: \_\_\_\_\_

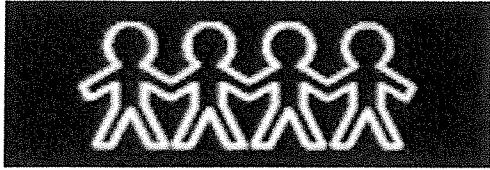
Color Choice: \_\_\_\_\_

Design from Page 3 if applicable: \_\_\_\_\_

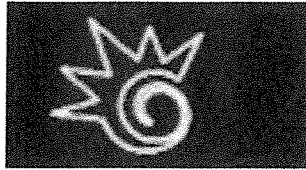
## STONE AGE CONCRETE GAMES INC. TABLE TENNIS NETS CUT OUT DESIGNS YOU CAN SPECIFY

This page contains ideas that we have designed or provided for other projects. If you do not have a specific logo or design in mind, feel free to pick one of these for your Nets!

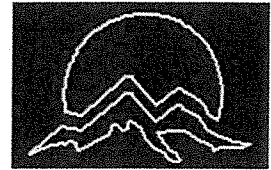
### General Use Designs



1. PAPER CUT-OUT PEOPLE



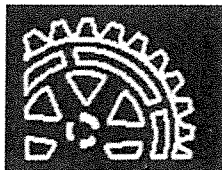
2. Native Sun



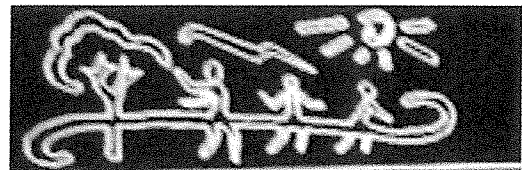
3. Setting Sun



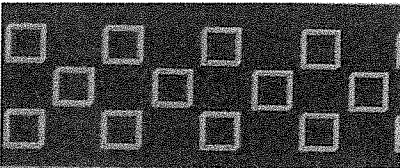
4. Swirls



5. Rotary Clubs



6. Park



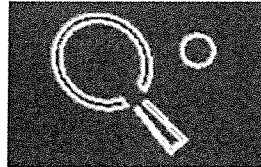
7. Checkerboard



8. Classy



9. Lighthouse



10. Paddle and Ball

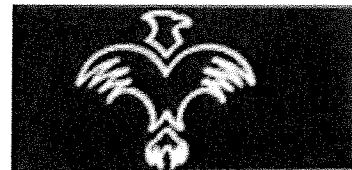
### Schools and Mascots



11. Feather



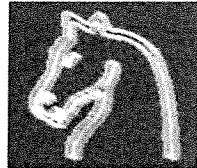
12. Osprey



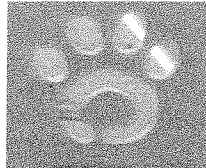
13. Phoenix



14. Bronco



15. Horse



16. Paw Print



17. Viking Helmet



18. Cowboy Boot



19. Cowboy Hat



Stone Age Concrete Games, Inc.

## >>>>> COLOR CHOICES

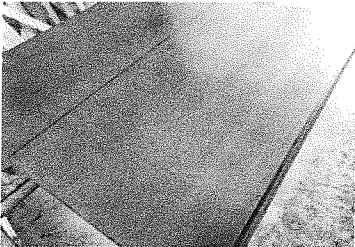
# STONE AGE



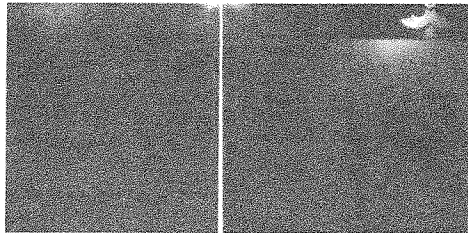
CONCRETE TABLE TENNIS  
BRAVADO OUTDOOR | EVERYONE PLAYS

### TABLE TENNIS TABLES

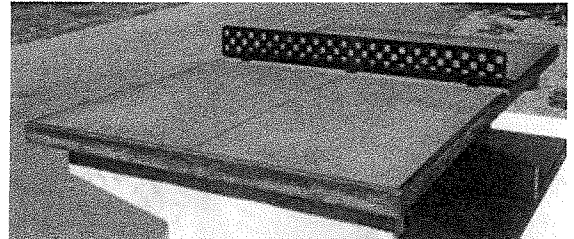
Black Concrete w/black lines



Integral Red—brick w/black lines



Integral Green—w/black lines



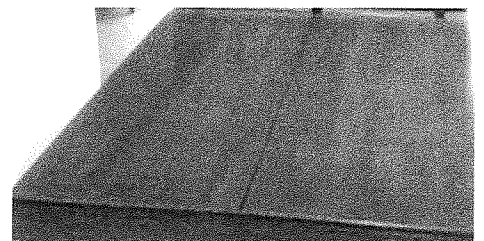
Black Acid Wash w/Grey lines and edges



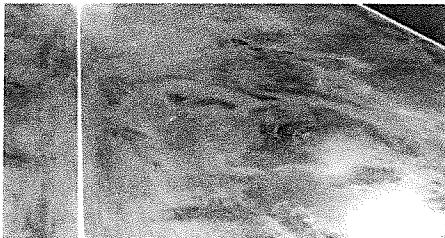
Integral Blue—w/black lines



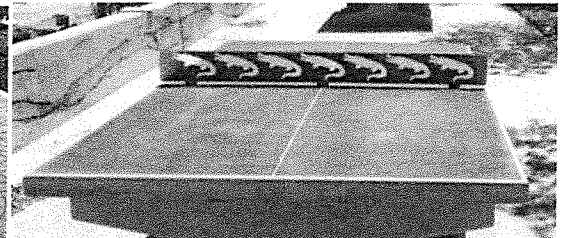
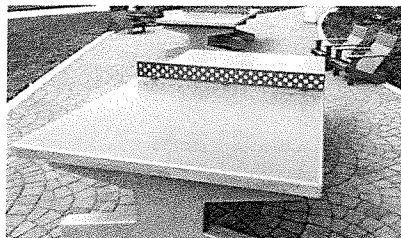
Integral Brown—w/black lines



Black Acid-Wash Swirl-w/gray lines

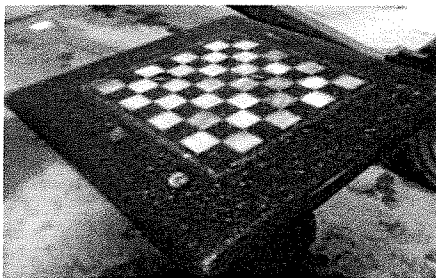


Custom colors available— integral, spray on, custom artwork

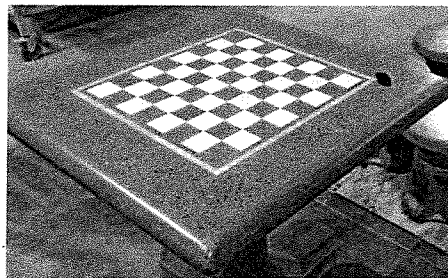


### CHESS TABLES

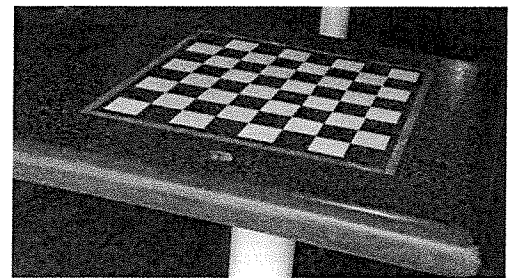
Black



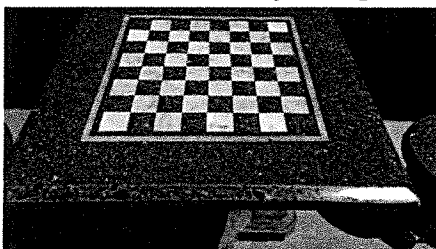
Brown



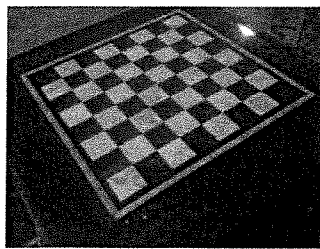
Green



Post-consumer recycled glass



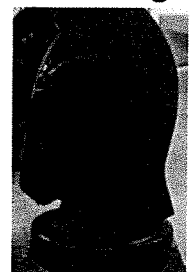
Red



White Knight



Black Knight



## Cornhole Board Sets

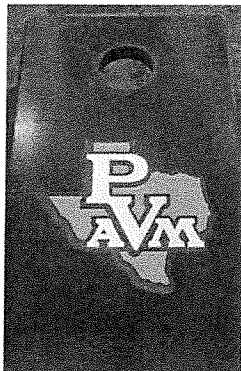
Green



Brown



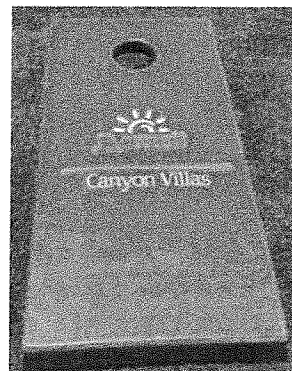
Black



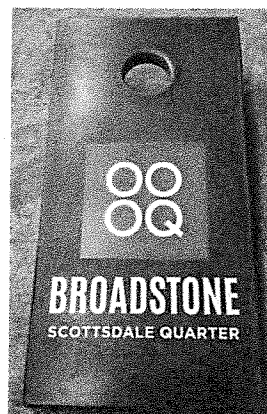
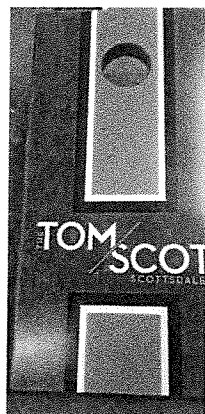
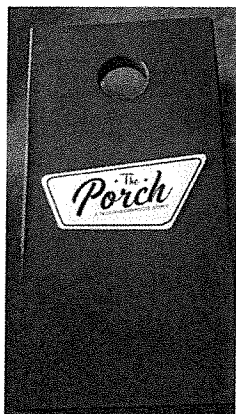
Gray



Blue

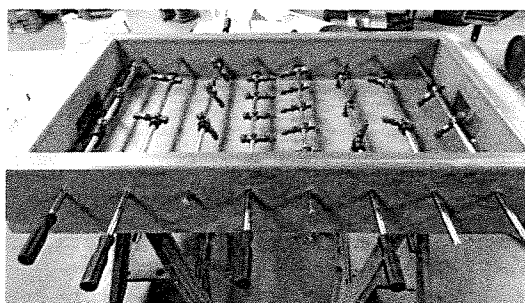


Custom colors and artwork available for additional cost. Must see artwork to price it.

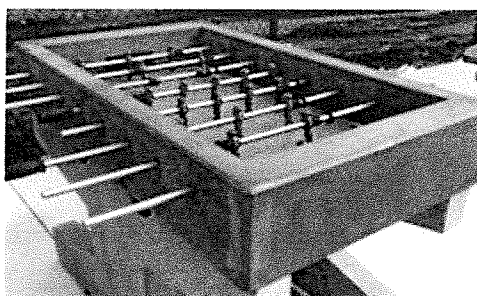


## Foosball Tables

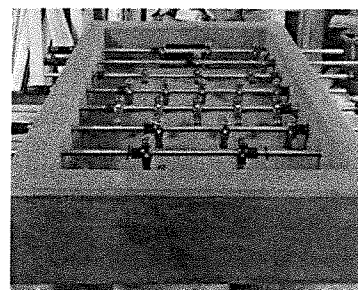
Green



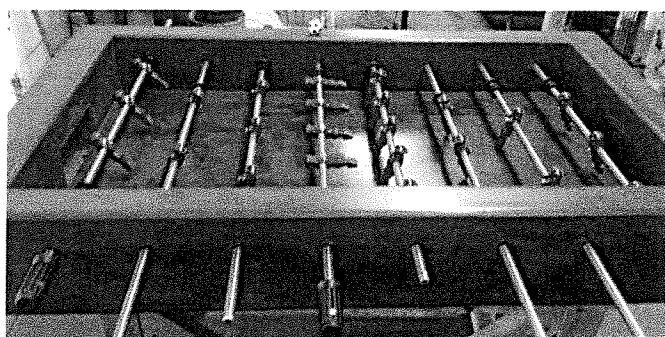
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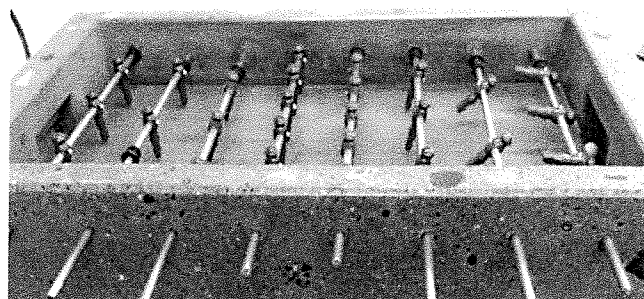
Red



Blue



Custom



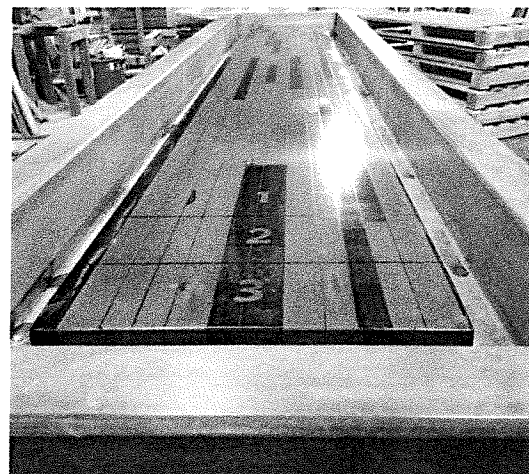


- All products utilizing blue integral dye have an upcharge for the blue color!
- Coloring concrete is an art not a science so your product will come out similar to these photos and previous products with the same color but you cannot make a side-by-side comparison. Each piece will be unique and all photos have been affected by the light, sun, or other factors. The photos are for general reference only.
- Artwork applied to cornhole boards, tops of table tennis tables, or foosball tables start at \$175.00 for a single color, per board. Single color artwork will be \$350.00 for both boards or both sides of the table tennis table. Each additional color adds approximately \$50.00 per board.
- Some artwork is too complex for our concrete dye/template system, other options are available.
- Stone Age loves to customize, so if you have an idea for something custom, let us know

Black Poker table. Available in any standard color.



Shuffleboards are custom colored to resemble wood.



Stone Age Concrete Games, Inc.  
 298 Quarry Road, Roseburg, OR 97470  
[www.concretetabletennis.com](http://www.concretetabletennis.com)

541-671-6318  
[kendra@concretetabletennis.com](mailto:kendra@concretetabletennis.com)

# STONE AGE

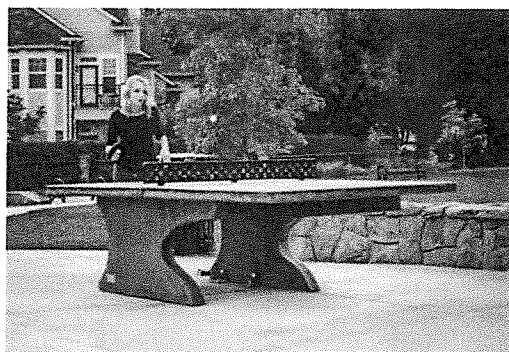
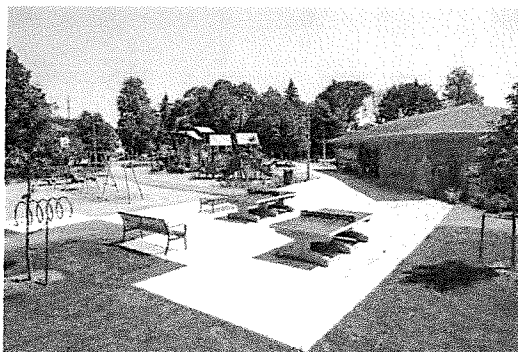


## CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

1

### Permanent Concrete Game Tables



Stone Age Concrete Games, Inc. 541-671-6318 [Kendra@concretetabletennis.com](mailto:Kendra@concretetabletennis.com)

# STONE AGE



CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

2

## Featured Product: Trapezoid Table



### All Products Feature:

- Triple reinforced concrete
- Regulation lines and low reflectivity
- Beautiful integrally colored concrete
- Vandal resistant fasteners
- SOLID concrete no hollow spots underneath
- FUN FUN FUN!
- Installs on most flat surfaces or existing solid surfaces
- Easy 1 hour set up and can be relocated
- Designed for over 50 years of excellent life
- 3 year limited warranty
- Shipped WORLDWIDE

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# STONE AGE



CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

3

## WHO WE ARE

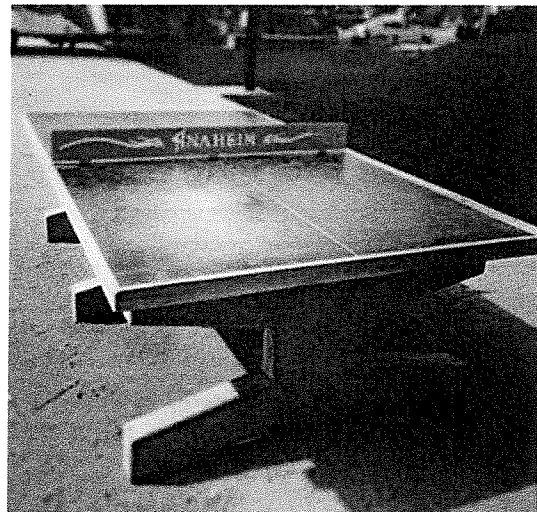
Stone Age Concrete Games, Inc. specializes in unique, permanent concrete recreational equipment for parks, schools, entertainment venues and home use. Bravado Promotes healthy physical and social activity for all ages and physical activity levels. Everybody plays! Our strong background in Government and construction contract sales makes us the only choice for permanent concrete games in North America. Our focus on beauty and craftsmanship makes us the inspired choice for entertainment venues and fine homes.

## OUR PHILOSOPHY

We are the essence of post industrialism. Industrial quality is only a starting point. The ending point is to inspire joy through craftsmanship and to change places into a spontaneous combustion of activity, fun and innovative spirit.

## QUALITY

Our finished products are satin smooth. Ball bounce and play meet ITTF standards except for the durable steel nets. Our nets are 3/8" steel with powder coating. Our nets are ALWAYS custom designed for each unique project! Underneath all that beauty, the engineering is overdesigned for long term durability. All Stone Age tables are produced using our proprietary triple reinforced concrete. We finish the tables using quality anti-graffiti coating for long term beauty even in the roughest public venues.



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# STONE AGE

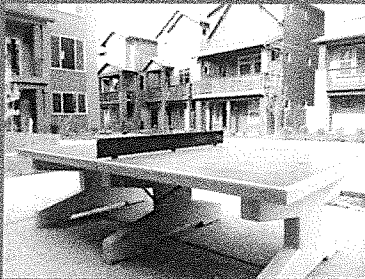


CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

4

## Pricing

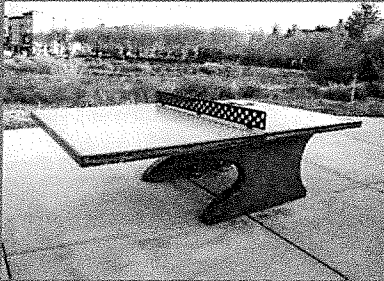


**Uptown Model** Concrete Table Tennis Custom steel net, grey legs, table tennis lines.

Natural Grey with black lines \$6,232.00

Black, Brown, Green, or Brick Red w/black lines \$6,452.00

Blue Integral Color w/black lines \$6,938.00



**Cantilever Model** Concrete Table Tennis Black legs, custom steel net, table tennis lines.

Natural Grey with black lines \$6,938.00

Black, Brown, Green, or Brick Red w/black lines \$7,294.00

Blue Integral Color w/black lines \$7,673.00

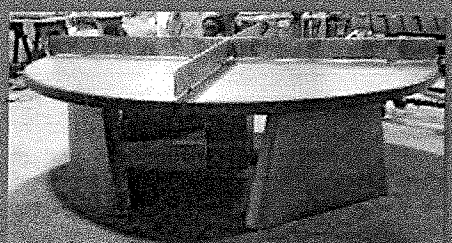


**Trapezoid Model** Concrete Table Tennis with 2 Grey legs, custom steel net, table tennis lines.

Natural Grey with black lines \$7,407.00

Black, Brown, Green, or Brick Red w/black lines \$7,644.00

Blue Integral Color w/black lines \$8,114.00



**Round 4 Way Table Tennis (New Product 2020)**

Round Four Way Table Tennis makes an excellent complement to locations with regular Table Tennis Tables. Round Four Way Table Tennis allows for 2-4 players (4 is standard).

Grey, Black, Brown, Green, or Brick Red Table \$8,927.00

Multi Color (Blue, Red, Green, Black) \$9,709.00

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# STONE AGE



## CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

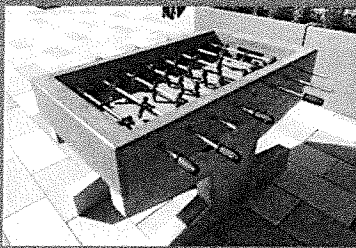
5



**Dining Table Models** Concrete Table Homeowners and entertainment venues like the flexibility of our dining table leg designs that facilitate seating for 10-12. Available with removable net upon request.

Grey, Black, Brown, Green, or Brick Red \$6,938.00

Blue integral w/black lines and edges \$7,673.00

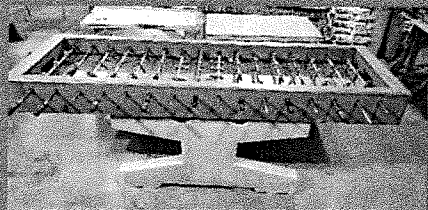


**Concrete Foosball Table** Solid concrete top, drain holes in goals, stainless steel rods. Replaceable plastic men, rubber bumpers and handles.

Grey, Black, Brown, Green, or Brick Red \$6,545.00

Blue Integral \$7,132.00

Trapezoid legs Colors-\$7,132.00 Blue-\$7,712.00



### Concrete Fooosball Table

All the features of our regular Foosball table, but with twice the fun! Two times the rods and men makes this a great 4-8 person game.

Black or Green Integral Color \$11,918.00



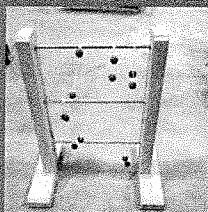
### Concrete Cornhole Boards

One piece concrete Cornhole Boards. Custom colors and logo pricing by request.

Grey, Black, Brown, Green, or Brick Red \$1,852.00

Blue or Pure White concrete \$2,197.00

Artwork - Single Color \$150.00 per piece-More Colors to be priced!



### Concrete Ladder Ball

Concrete Ladder ball posts with stainless steel bars.

Natural Grey, Black, Brown, Green, and Brick Red \$1,852.00

Blue and Pure White \$2,197.00

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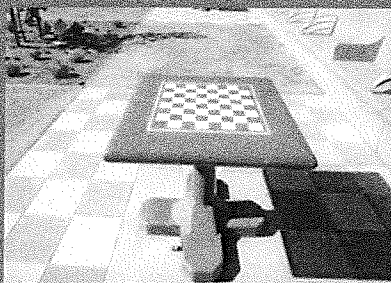
# STONE AGE



## CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

6



### Genius Chess Table

Available in Freestanding or Direct Burial Post. Features marble inlay chess board, stone accent pieces, bolt down brackets and available with recycled glass content.

Direct Burial Post Grey or Black \$2,385.00 Colors \$2,729.00

Freestanding Grey or Black \$2,824.00 Colors \$3,005.00

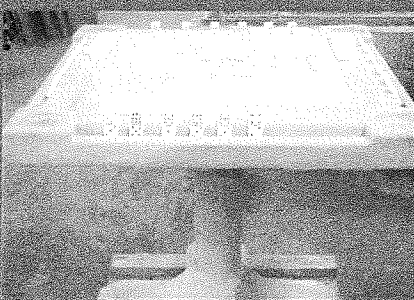
Recycled Glass Content \$275.00 Integral Colors \$313.00



### Chinese Checkers Table

Available in Freestanding or Direct Burial Post. Features cast in board for marbles, stone accent pieces, bolt down brackets and available with recycled glass content.

Freestanding Grey or Black \$2,824.00



### Domino Table

Available in Freestanding or Direct Burial Post. Features cast in piece holders, beverage holders, bolt down brackets and available with recycled glass content.

Freestanding Grey \$3,638.00

Freestanding Black, Brown, Green, or Brick Red \$3,838.00



### Backgammon Table

Available in Freestanding or Direct Burial Post. Features marble inlay Backgammon board, stone accent pieces, bolt down brackets and available with recycled glass content.

Freestanding Grey or Black \$3,118.00

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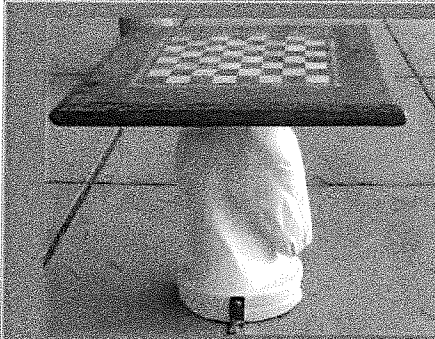
# STONE AGE



## CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

7



### **Knight Chess Table**

One Piece Knight base chess table. Marble inlay chess board, stone accent pieces, available with recycled glass content for color and beauty.

Grey or Black Top with Black or White Knight \$4,240.00

Brown, Green, Brick red with Black or colored Knight \$4,418.00

Recycled Glass Content \$250.00



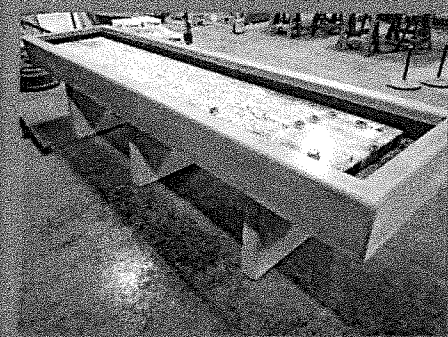
### **Chess Stools (per pair)**

Chess stools with bolt down brackets. Custom colors available on request. (Freestanding or Direct Burial to match your table)

Set of Stools, Grey or Black \$524.00

Set of Stools - Brown, Green, or Brick Red \$654.00

Set of Benches, Grey or Black \$660.00 Colors \$790.00



### **Concrete Shuffleboard**

First in the world concrete shuffleboard tables. Our monolith tops are the result of 8 years of playful precision concrete design.

Grey Concrete with Brown Sliding Surface and Board Stain Pattern.

12' \$14,908.00 16' \$18,089.00 22' \$26,335



### **Concrete Poker Table**

Solid Concrete Octagon Poker table with cast chip trays and cup holders. Custom colors and logos by request.

Grey, Black, Brown, Green, or Brick Red Integral Color \$8,926.00

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# STONE AGE



## The Bravado Advantage

- ✦ Stone Age produces the highest quality concrete game tables worldwide.
- ✦ Stone Age Manufactures our own products in our own facility. Unlike the competition who completely outsources their product. Made by hand to our stringent specifications by Stone Age concrete artisans in our cutting-edge facility.
- ✦ Every piece has been professionally engineered for public use and to last for decades in any environment.
- ✦ Concrete game tables are ALL we do at Stone Age. We are the leader in outdoor concrete games products so 100% of our research, engineering, design and production goes into making the highest quality game tables possible.
- ✦ Stone Age has sold concrete game tables around the world to resorts, schools, cities, military, home owners and even Olympic Committees as far away as Doha, Qatar. We have the experience to get it right and delivered safely to any location.
- ✦ Stone Age offers customization options concrete colors, custom designed plasma cut nets and powder coat colors so every table is one of a kind for your project.
- ✦ There is no sales tax in Oregon so buying from Stone Age can potentially save you hundreds if not thousands of dollars on your projects.
- ✦ Stone Age is comprised of individuals who love Table Tennis and our chosen games. We take pride in playing our games, promoting the sport and making our products true to the regulations and specifications of the ITTF. While ensuring our products last for generations.
- ✦ Stone Age Tables are Triple reinforced with steel and two kinds of fiber reinforcement using our proprietary process to ensure the highest quality of concrete finish and best longevity in the concrete industry.

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**File Attachments for Item:**

14. Public Works Committee Minutes of July 17, 2023.



**MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, JULY 17, 2023**

The Public Works Committee meeting was called to order at 6:07pm on Monday, July 17, 2023, by Committee Chair, Heidi Sparks.

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Jodi Mackay, Emelie Eaton, Aron Kostelecky, Jon Gotschall

**Others Present:** None

**Public Input:** None

**General Items**

1. Approval of Minutes from April 17, 2023. Irv Wilke made a motion to approve the minutes of April 17, 2023. Motion was seconded by Emelie Eaton. Motion carried 6-0 to approve the minutes.
2. Approval of Minutes from May 15, 2023. Irv Wilke made a motion to approve the minutes of May 15, 2023. Motion was seconded by Jon Gotschall. Motion carried 6-0 to approve the minutes.
3. Approval of Minutes from June 19, 2023. Irv Wilke made a motion to approve the minutes of June 15, 2023. Motion was seconded by Emelie Eaton. Motion carried 6-0 to approve the minutes.

**New Business**

4. Emergency Call Out Report- No report provided
5. KLJ Report- No report provided

**Old Business:**

**Other Items**

6. Emelie- Per Matt, Riverside Park is bringing in \$1300 per day for the river cleanup and the city boat is bringing in \$800 per day. The \$1300 is strictly from the cleanup, does not consider camping income.

**Announcements**

Next Meeting will be Monday, August 21, 2023, at 6:00pm in Council Chambers

Meeting adjourned at 6:15pm

**File Attachments for Item:**

15. Library Minutes of June 13, 2023.

MINUTES  
CITY OF LAUREL  
Library Board  
06/13/2023 06:06 PM  
Laurel Public Library

**COMMITTEE MEMBERS PRESENT:**

|  |                             |
|--|-----------------------------|
| X Katie Fjelstad                       | Arthur Vogelee, Board Chair |
| Kate Manley                            | X Lela Schlitz – via Zoom   |
| X Nancy Schmidt, Secretary             | X Mary Nelson               |
| X Clair Killebrew – Foundation Liaison |                             |

**OTHERS PRESENT:** None

1. Public Input

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

- a. Addressing the Board – None

2. General Items

- a. The minutes for May 2023 were presented for approval. Katie motioned the minutes be approved as presented, Mary seconded the motion. Minutes were approved.
- b. Correspondence – \$50 donation from Ray Wells.
- c. Circulation Report – (compared to the same time period as last year) *Traffic*: up 9.6%; *circulation*: all items circulated totaled 4,388 (including 738 eBooks), book circulation was up 11.2%, media circulation was up 3.5%, eBook checkouts for this month was 18.2% of total book circulation, we circulated 956 items to partners and 299 items from other libraries; *computers*: internet use was up 51.98%, children's use was even for this same time period as last year, wi-fi use up 167%; *patron cards*: city patrons make up 31.2% of registered users, county 27.5% and out of county users make up 11.2%. There were 33 tech assists in May.

3. New Business

- a. Nancy has received a couple emails from patrons asking if the library could be open on Fridays. It was decided that the library needed to be open on Friday with the exception of holidays, etc. This is not going to happen right away because of budget constraints. The request to have the library open 6 days a week has been expressed repeatedly in the past – at least once per year. The Board will keep evaluating the need for being open on Fridays. At some point we will make it happen without closing on other days.

- b. The summer lunch program started last week, June 5<sup>th</sup>, and will end August 11<sup>th</sup>. We had full tables for most of the 1 ½ hour time frame that lunch was served. There will be some preliminary serving numbers next month. Lunches will not be served July 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> because of the holiday. Donations for the “pantry” will be accepted so anyone wanting small food items can help themselves.
- c. The summer reading program had a ‘soft’ start with school librarian, Anna Meadows. We had 25 children attend this first week. The Book Buzz part of the reading program starts June 21<sup>st</sup>. Anna is taking her practicum with the library this summer to receive her library endorsement for the schools.
- d. The budget had to be turned in to Kelly by June 9<sup>th</sup>. We have a couple items that are holding up the final numbers: wages and benefits. Nancy met with Kelly to discuss the numbers for wages and benefits for library staff. She asked for increased hours for Stacie, Fred, and Chris. Anyone that works 20 hours or more per week must receive insurance benefits. It was suggested that Stacie and Fred be allotted 19 hours per week and 16 for Chris. There have been a few other changes in the budget that needed to be increased but some decreases also. There will be more information after meeting with the Mayor and Kelly in a few weeks. Board members discussed the wage/benefit amounts for Nancy again this year. Katie motioned that wages and benefits be equal to the amounts that other non-union employees will be receiving. Lela seconded the motion. Motion passed.
- e. We need to update a number of other policies for the library. This month we need to look at LPL Computer Usage Guidelines that is listed on the computer when you first sign on to use it and Internet Use Policy. It was decided that the library staff would work on updating the policies and present them for review in a month or two. A copy will be emailed to board members for their input also.
- f. Katie left the meeting to speak to the City Council requesting that she be appointed to the library board for her first full term. Nancy submitted a letter of support last week at the Council Workshop for Katie’s placement on the library board.

#### 4. Old Business

- a. The final book sale numbers are \$3, 256.10 for both weeks. This will help us buy more books for the library! Each book sale seems to be more successful than the one before so far.
- b. The paperwork for the license plates has been sent in to MVD in Deer Lodge. Hopefully the plates will be available for purchase July 1<sup>st</sup>. As soon as we hear about the progress of the plates, the information will be forwarded to everyone. The Foundation was used as the requesting entity but the City provided the funds to start the application process.
- c. Nancy attended a STEM workshop training in Glendive in May. This training was based upon the fact that two solar eclipses will be coming in the next year and a half. The first is coming in October 2023 and the second is April 2024. The library has applied for a donation of 500 eclipse glasses for disbursement to the schools and daycares that may

want to participate in viewing activities. It was a very informational workshop about how an eclipse happens and when they occur.

5. Other Items

a. Upcoming Items:

Fall Workshops are scheduled for September 18<sup>th</sup> & 19<sup>th</sup> in Great Falls. Mostly geared toward CE for directors but trustees are encouraged to attend. Anyone wanting to attend should register by September 9<sup>th</sup>.

Fall retreat is scheduled for October 1<sup>st</sup> & 2<sup>nd</sup> at Chico Hot Springs Resort. Lela is interested in attending the Retreat again this year.

Great Falls Public Library just passed a mill levy – 52% in favor, 48% against.

6. Announcements

a. The next regular meeting is July 11, 2023 at 6:00 pm in the library community room.

Meeting adjourned at 7:09 pm.

Respectfully submitted,



Nancy L Schmidt  
Library Director  
Secretary for the Board

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

**File Attachments for Item:**

16. Library Board Members of July 11, 2023.



MINUTES  
CITY OF LAUREL  
Library Board

07/11/2023

06:01 PM

Laurel Public Library

**COMMITTEE MEMBERS PRESENT:**

X Katie Fjelstad

X Kate Manley

X Nancy Schmidt, Secretary

X Clair Killebrew – Foundation Liaison

X Arthur Vogeles, Board Chair

X Lela Schlitz – via Zoom

X Mary Nelson

**OTHERS PRESENT:** None

1. Public Input

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

- a. Addressing the Board – Noone has attended but Arthur commented that he is concerned about the political groups that are now targeting specific library associations and not just libraries. We will take a ‘watch and see’ stand on these issues.

2. General Items

- a. The minutes for June 2023 were presented for approval. Lela motioned the minutes be approved as presented, Mary seconded the motion. Minutes were approved.
- b. Correspondence – \$50 donation from Ray Wells.
- c. Circulation Report – (compared to the same time period as last year) *Traffic*: up 21.5%; *circulation*: all items circulated totaled 4,765 (including 617 eBooks), book circulation was up 7.5%, media circulation was up 11.3%, eBook checkouts for this month was 14.4% of total book circulation, we circulated 1128 items to partners and 211 items from other libraries; *computers*: internet use was up 64.3%, children’s use was down 0.075%, wi-fi use up 156%; *patron cards*: city patrons make up 60.6% of registered users, county 30.4% and out of county users make up 8.9%. There were 37 tech assists in June.

3. New Business

- a. Katie Fjelstad has been appointed by Mayor Waggoner as our newest board member. Her term ends June 30, 2028. This is her first full term. Welcome to Katie Fjelstad! Lela is up next for applying for a full term on the library board.
- b. Fall Workshop is scheduled for September 18<sup>th</sup> & 19<sup>th</sup> in Great Falls. Registration hasn’t been made available to library staff and trustees yet. As soon as it is open, Nancy will

forward registration information to everyone that is interested in attending provided there are workshops geared toward trustee professional development.

- c. The Director's Retreat is scheduled for October 1<sup>st</sup> & 2<sup>nd</sup> at Chico Hot Springs Resort. As soon as registration opens, information will be forwarded to everyone that may want to attend the workshops.
- d. Just a quick notice that Chris will be out on vacation for two weeks later in the month – July 17<sup>th</sup> through July 27<sup>th</sup>. His sons are taking him to the Baseball Hall of Fame in Cooperstown, NY. Nancy will be taking a quick trip later in the month to Minnesota because her mother is ill.

#### 4. Old Business

- a. The library license plate paperwork has been submitted but we received notice that we needed to include extra information. The foundation doesn't have a W-9 but an SS-4. Nancy submitted this with a statement of fact. The plates should be ready January 1<sup>st</sup> for purchase. The library will receive \$30 per plate as funding for the library.
- b. The summer lunch program has been very busy this year again. During the three weeks in June, we served 833 meals to our young patrons. The program continues until August 11<sup>th</sup>.
- c. The summer reading program has been very successful. We've had 247 children attend the read-aloud and the book buzz programming.
- d. Nancy met with the Clerk/Treasurer and Mayor Waggoner last week. We are waiting on what request the union will be making as part of their agreements. In the discussions during the meeting, a few items will be increased. We are asking for a book budget of \$10,000 for this year. Other items have been adjusted so that the overall increase won't exceed the amount recommended by the mayor.
- e. There was a leak in the roof into the ceiling of the library. Part of the budget discussion involved turning the roof damage to the insurance company for replacement since repairing hasn't worked up until recently. Arthur expressed concern that the soffit and fascia are also needing to be repaired. He would like to see this added into the cost of replacing the roof on the library. There will be updates at the next board meeting.
- f. Board members worked on a couple policies for computer and internet usage while at the library. Kate moved that we accept the updated policies as changed, Katie seconded the motion. Motion passed. Copies of the updated policies will be given to board members as well as placed on the website and held at the circulation desk.

#### 5. Other Items

- a. Upcoming Items:

Possible emergency leave for Nancy because of family crisis.

#### 6. Announcements

- a. The next regular meeting is August 8, 2023 at 6:00 pm in the library community room.

Meeting adjourned at 7:05 pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Nancy L Schmidt".

Nancy L Schmidt

Library Director

Secretary for the Board

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

**File Attachments for Item:**

17. 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.

**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.**

WHEREAS, the City of Laurel and Local Union 316, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have negotiated a Collective Bargaining Agreement for Years 2023-2026 (hereinafter “the CBA”), which is subject to approval by City Council and which has already been approved by the Union; and

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

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

Section 1: Approval. The 2023-2026 CBA between the Union and the City is hereby approved and effective upon the date written herein.

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

Introduced at a regular meeting of the City Council on the 22<sup>nd</sup> day of August, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 22<sup>nd</sup> day of August, 2023.

APPROVED by the Mayor the 22<sup>nd</sup> day of August, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney

AGREEMENT  
BETWEEN  
THE CITY OF LAUREL  
AND  
LOCAL 316  
  
AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES  
MONTANA STATE COUNCIL 9  
AFL-CIO  
REPRESENTING THE  
EMPLOYEES OF THE  
CITY OF LAUREL, MONTANA

JULY 1, 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.

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

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

### ARTICLE III - DUES ASSIGNMENT

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

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

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

## ARTICLE IV -MANAGEMENT RIGHTS

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

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

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

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

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

## ARTICLE V -NONDISCRIMINATION

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

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

## ARTICLE VI - STRIKES AND LOCKOUTS

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

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

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

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

## ARTICLE VII - SENIORITY

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

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

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

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

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

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

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

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

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

## ARTICLE VIII -HOURS OF WORK

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

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

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

Section 3. Work Schedule:

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

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

#### Section 4. Lunch and Rest Periods:

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

## ARTICLE IX - COMPENSATION

#### Section 1. Salaries, Wages, and Longevity:

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

#### Section 2. Overtime:

- a. Employees required to work in excess of eight (8) 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.
  - a. Three Strikes: If management attempts to call out an employee and the employee declines the call out three times, that employee will be removed from the call out list for six months.

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

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

Employees may bank up to one hundred (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.

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 <sup>st</sup>              |
| 2. Martin Luther King Day      | 3 <sup>rd</sup> Monday in January    |
| 3. Presidents' Day             | 3 <sup>rd</sup> Monday in February   |
| 4. Memorial Day                | Last Monday in May                   |
| 5. Independence Day            | July 4 <sup>th</sup>                 |
| 6. Labor Day                   | 1 <sup>st</sup> Monday in September  |
| 7. Columbus Day                | 2 <sup>nd</sup> Monday in October    |
| 8. Veterans' Day               | November 11 <sup>th</sup>            |
| 9. Thanksgiving Day            | 4 <sup>th</sup> Thursday in November |
| 10. Christmas Day              | December 25 <sup>th</sup>            |
| 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. The practice for documenting Annual Leave on the Annual Vacation Calendar/List shall include four lists: Water Plant, Sewer Plant, Utilities, Maintenance Shop. Any conflict in schedules will be determined by seniority, the Employer's best

interest, and the best interests of the employee. There may be two (2) people allowed off at one time from June 1st through September 30th and three (3) people allowed off from October 1st through May 31st within the Public Works Maintenance Department. There may be one (1) person allowed off from June 1st through September 30th and two (2) people allowed off from October 1st through May 31st within the Public Works Utility Department. All parties concerned have ten (10) working days from the time the approved vacation list is posted to make corrections. Vacation requests after March 1st shall be on a first come, first served basis. If vacation leaves have been approved by all parties concerned and granted, seniority cannot affect or change the leave.

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

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

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

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

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

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

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

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

## 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/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 vender chosen by the Employer. Employer authorization must be given to employee prior to ordering through Employer vender. 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 training period, the employee has the right to revert back to their previously held position within the first thirty (30) days of the twelve (12) month training period. No union employee may revert more than two times in a five-year period.

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

## ARTICLE XVII – DISCIPLINE

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

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

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

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

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

the purpose of preserving evidence for subsequent legal proceedings that the Employer may be a party to if legal proceeding is filed within the applicable statute of limitation.

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

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

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

## ARTICLE XVIII - GRIEVANCE PROCEDURE

### Section 1. Definitions:

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

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

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

### Section 2. Agreement and Purposes:

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

prompting the grievance. The Union President shall provide a written answer within fifteen (15) calendar days.

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

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

### **Step 1. Public Works Director**

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

### **Step 2. Union Member Grievance Presentation to the Union**

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

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

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

Union. Upon mutual agreement of the Union and the City, the parties may elect to bypass Step 3 and move directly to Step 4 of the Grievance Procedure.

#### **Step 4. Appeal to the Grievance Committee**

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

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

#### **Step 5. Arbitration**

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

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

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

If requested by a party or ordered by the arbitrator, a hearing shall be scheduled by the arbitrator in consultation with the Employer and the Union. The arbitrator shall issue a decision within 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no authority to extend, alter, or modify this Agreement or its terms, nor imply any restriction or burden



against either party that has not been assumed in this Agreement. The entire cost of the arbitration, excluding a party's attorney fees, shall be paid by the party found in default.

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

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

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

## ARTICLE XIX - SAVINGS CLAUSE

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

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

Section 1. The provisions of this Agreement shall be retroactively effective to July 1, 2023, and will remain in full force and effect until June 30, 2026. All provisions of this Agreement may be opened and negotiations shall commence in February of 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 , 2023.

For the City of Laurel:

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CAO/Mayor

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City Clerk – Treasurer

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City Negotiation Committee

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City Negotiation Committee

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City Negotiation Committee

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

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President, Local #316

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Local #316 Negotiation Committee

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Local #316 Negotiation Committee

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Local #316 Negotiation Committee

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Local #316 Negotiation Committee

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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<br>Court Clerk I  |
| 4     |  |
| 5     | Court Clerk II   |
| 6     | Utility Maintenance Worker II<br>Court Clerk III<br>Maintenance Worker II<br>Water Plant Operator I<br>Wastewater Plant Operator I |
| 7     | Mechanic   |
| 8     | Water Plant Operator II<br>Maintenance Worker III<br>Wastewater Operator II<br>Utility Maintenance Worker III                      |
| 9     | Water Plant Chief Operator<br>Wastewater Plant Chief Operator  |

Library Classifications are as follows:

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

## ADDENDUM “B” - WAGES

1. Effective July 1, 2023, each bargaining unit employee shall receive an increase of 5.00% to their current base rate. Effective July 1, 2024 each bargaining unit employee shall receive an increase of 4.00% to their current base rate. Effective July 1, 2025, each bargaining unit employee shall receive an increase of 3.00% to their current base rate.
2. The Employer shall compensate a newly-hired employee at ninety-five percent (95%) of the base rate for his/her classification grade for the first twelve (12) months of employment. After employee's successful completion of his/her twelve (12) month probationary period, the Employer shall compensate employee in accordance with the position's pay schedule.
3. The Employer shall immediately pay a transferred or promoted employee one hundred percent (100%) of the base rate for his/her classification grade if the transferred or promoted employee possesses the license(s) or certification(s) required for the position. If a transferred or promoted employee does not possess the license(s) or certifications(s) for the position, the Employer shall pay the employee ninety-five percent (95%) of the base rate for the position until employee successfully obtains the requisite license(s) or certifications(s). However, the employee promoted into an equivalent or higher-grade position shall begin at not less than the rate of pay of his/her previous position in the new grade. If the transferred or promoted employee fails to obtain the requisite license(s) or certification(s) for the position within one (1) year from the date of his/her transfer or promotion, the Employer may terminate the employee. Transferred or promoted employee retains no right to return to his/her former position, unless mutually agreed-upon between the employee and Management.
4. Employees will receive differential pay of seventy-five cents (\$0.75) per hour for the afternoon shift and one-dollar (\$1.00) per hour for the night shift in addition to any other compensation. If the day shift over lays into the night or afternoon shift by more than two (2) hours into and/or out of differential hours, said hours shall be paid at the appropriate differential rate for the actual hours worked.
5. Afternoon shift shall be hours between 3 p.m. and 11 p.m. Night shift shall be hours between 11 p.m. and 7 a.m.
6. When a qualified employee is temporarily assigned to a higher grade by management, that employee shall receive the wage rate of the step of the higher grade for the actual hours worked by the employee in that higher grade.
7. Union employees will be compensated at \$0.20/hour per DEQ Certification license with the appropriate job classification held by Union employee. Candidates that successfully complete the training program will be compensated \$0.20 for up to one license only. Transferring employees will not lose their \$0.20 per hour as long as they transfer to a position that requires a DEQ license.
8. Wastewater Treatment Plant Operator I wage will be increased by \$0.10 per hour based on the July 1, 2023 rate.

| Grade    | Position                       | 7/1/2022<br>Adjusted<br>Salary for<br>Calculation<br>% increases | Effective<br>7/1/2023<br>5.00%<br>Increase | Effective<br>7/1/2024<br>4.00%<br>Increase | Effective<br>7/1/2025<br>3.00%<br>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: \$8.00 per month for each year of service.

## ADDENDUM “D” – MAXIMUM PENALTIES NOTES FOR 1<sup>ST</sup>, 2<sup>ND</sup> & 3<sup>RD</sup> OFFENSE

|      |   | 1 <sup>st</sup> Offense              | 2 <sup>nd</sup> Offense | 3 <sup>rd</sup> 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 policies or directives   | Written reprimand                        | 3-day suspension | Dismissal |
| 2.29 | Conviction of a felony   | Dismissal                                |                  |           |
| 2.30 | Receiving 3 reprimand letters in 9 months  | Dismissal                                |                  |           |
| 2.31 | Receiving 3 suspensions within 9 months  | Dismissal                                |                  |           |
| 2.32 | Willful violation of any federal, state or local laws, excluding traffic   | Dismissal                                |                  |           |
| 2.33 | Any employee required to have a valid drivers' license or CDL – conviction of DUI and failure to obtain a work permit        | Dismissal                                |                  |           |
| 2.34 | Any employee required to have a valid driver's license or CDL and they fail to maintain insurability                         | Dismissal                                |                  |           |
| 2.35 | Failure to follow 49CFR Part 382 of Omnibus Transportation Employee Testing Act of 1991 and the DOT policies for CDL drivers | See specific Act for discipline required |                  |           |
| 2.35 | Sexual harassment or other unwelcome behavior of another employee or other person  | Suspension or Dismissal                  | Dismissal        |           |
| 2.37 | Unauthorized possession of firearms on City property   | Dismissal                                |                  |           |

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

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

## ADDENDUM “E” – DEQ TRAINING PROGRAM

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

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

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

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

## ADDENDUM “F” – FLEX PLAN CONTRIBUTION

The City shall pay a \$700 flex/cash contribution per union employee during the each of the 2023-2026 contract (fiscal) years.

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:**

18. 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.

**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.**

WHEREAS, the City of Laurel and Local Union 316, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have negotiated a Collective Bargaining Agreement for Years 2023-2026 (hereinafter “the CBA”), which is subject to approval by City Council and which has already been approved by the Union;

WHEREAS, the City and the Union have agreed to set-aside certain provisions of the parties’ agreement by way of a Memorandum of Understanding, attached hereto and fully incorporated herein (hereinafter “the MOU”), and formalize them in the MOU (versus in the CBA), in order to allow the parties more flexibility in modification of the terms of the MOU, should such modification be necessary in the future;

WHEREAS, these terms specifically apply to the utilization of an “Attendance Incentive Program” for Union Members; and

WHEREAS, the Collective Bargaining Committee, made up of both City personnel and Union personnel, have agreed that the MOU is in the best interests of both parties.

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

Section 1: Approval. The MOU between the Union and the City is hereby approved and effective upon the date written herein.

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

Introduced at a regular meeting of the City Council on the 22<sup>nd</sup> day of August, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 22<sup>nd</sup> day of August, 2023.

APPROVED by the Mayor the 22<sup>nd</sup> day of August, 2023.

CITY OF LAUREL

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Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING**  
**City of Laurel and Local 316 Laurel Public Works Union**  
**STANDBY STATUS/ON CALL/PAY**

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

Date: August 11, 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.

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 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

**File Attachments for Item:**

19. 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.

**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.**

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

Section 1: Approval. The Independent Contractor Service Contract with TLC Patriot Septic & Excavation, for septic and excavation work to be performed at the American Legion Building at Riverside Park, 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 TLC Patriot Septic & Excavation on behalf of the City.

Introduced at a regular meeting of the City Council on the 22<sup>nd</sup> day of August, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 22<sup>nd</sup> day of August, 2023.

APPROVED by the Mayor the 22<sup>nd</sup> day of August, 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 22<sup>nd</sup> day of August 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 TLC Patriot Septic & Excavation, a contractor licensed to conduct business in the State of Montana, whose address is P.O. Box 128, 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 ten thousand three hundred fifteen dollars and no cents (\$10,315.00) 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 22<sup>nd</sup> DAY OF AUGUST 2023.

CITY OF LAUREL

CONTRACTOR

---

Dave Waggoner, Mayor

---

TLC Patriot Septic & Excovation

ATTEST:

Employer Identification Number

---

Kelly Strecker, Clerk/Treasurer

---



TLC - PATRIOT SEPTIC & EXCAVATION  
P.O. BOX 128  
LAUREL, MT 59044  
406-633-4333  
www.tlcpatriotsservicesmt.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 8/2/2023 | 1709       |

|   |
|---|
| Name / Address                                  |
| City of Laurel<br>PO Box 10<br>Laurel, MT 59044 |



|  |     | Project      |
|--|-----|--------------|
|  |     |              |
| Description  | Qty | Total        |
| Septic Tank Replacement per County Approved Replacement Form.<br>Permit #<br><br>Jobsite: Riverside Park, Laurel, MT<br><br>Scope of work:<br>Replace transfer line from building to tank.<br><br>Excavate out the old transfer line.<br>Haul in 12 ton of bedding rock<br>Haul in 12 ton of 3/4" Road base (Will be taken off final invoice if good compaction dirt is available for reuse)<br>Install up to 65' of 4" Sch 40 pipe w/ proper slope (1/4 per ft)<br>Bed in the pipe and compact accordingly.<br><br>Two loads dump truck.<br>Two operators w/ machines.<br>Compaction equipment.<br><br>Estimate for work described above. |     | 2,815.00     |
| Signed Estimate and 50% Deposit required to schedule . Notice of Right to Claim<br>Lien under Montana Law.   |     | <b>Total</b> |

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# Estimate

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|----------|------------|
| 8/2/2023 | 1709       |

|   |
|---|
| Name / Address                                  |
| City of Laurel<br>PO Box 10<br>Laurel, MT 59044 |



|   |  | Project      |
|---|--|--------------|
| Description   |  | Total        |
| <p>This estimate is for the installation of our SludgeHammer system. System will introduce bacteria into existing drainfield lines to remove bio mat build up and prolong the life of the septic system.</p> <p>Add SludgeHammer Floating Matrix before effluent filter.<br/> Install rectangular SludgeHammer basin and 80 watt air pump with alarm at/near foundation and power supply.<br/> Trench and plumb to inlet riser on septic tank.<br/> Install the SludgeHammer S-86 in the inlet side of the septic tank and plumb accordingly.<br/> Install SH bug stick into SH S-86.<br/> Install Simtech pleated filter onto the outlet pipe.<br/> Add SludgeHammer Floating Matrix before effluent filter.<br/> Excavate at each drain field leg and jet out drain field leg. Pump/jet SludgeHammer bacteria into each drain field leg.<br/> Backfill accordingly.<br/> Clean up and put system online.</p> <p>Air box for SludgeHammer will be placed along side of foundation of house. Home owner to supply electrician for a 110 volt outlet to power airbox.</p> <p>Onboard customer: Education on system and maintenance contract.</p> <p>*Includes a 2 year MT State required maintenance contract; Test sampling, DEQ Reporting, Service/ Maintenance @ 1 per yr.</p> <p>SludgeHammer Bioremediation w/ drain field repairs.</p> <p>This estimate is for the work described above and does not include:<br/> - Surveying, geotechnical testing, or bonds<br/> - Rock Excavation - If rock requiring a hydraulic breaker to remove is encountered, then an additional cost to the estimate will be negotiated with a \$1500.00 minimum fee added to estimate and rock will be broken for no less than \$375.00 per hour and will be negotiated at that time. Class "B" rock excavation will be negotiated at the time of excavation. Minimum charge per cubic yard of Class B material is \$18.00 per cubic yard. If haul off of Class B excavation or additional material needs to be brought in for backfill to replace Class B excavated material, that will be negotiated at the time.<br/> -Frost or ice removal, additional material needed - gravel soil etc., as a result of frost or ice removal.<br/> -Subgrade stabilization or dewatering</p> |  | 7,500.00     |
| <p>Signed Estimate and 50% Deposit required to schedule . Notice of Right to Claim Lien under Montana Law.</p>  |  | <b>Total</b> |

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# Estimate

| Date     | Estimate # |
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| 8/2/2023 | 1709       |

|   |
|---|
| Name / Address                                  |
| City of Laurel<br>PO Box 10<br>Laurel, MT 59044 |



|  |  | Project      |
|--|--|--------------|
| Description  |  | Total        |
| <p>- Engineering, surveying, as-builts other than listed above.</p> <p>- Tree removal or replacement</p> <p>- Future settlement or seeding repairs, sodding</p> <p>- Removal, relocation, time lost, or repair to any underground utilities that conflict with this repair</p> <p>- Concrete asphalt removal or repair other than stated on description of work above</p> <p>- Easements with enough room to do this work</p> <p>- Pipe repair or replacement inside or under house foundation or floor</p> <p>- Water, water truck etc. for dust control or compaction</p> <p>- Site restoration, fine grade seed or straw</p> <p>- Any unknown or conditions not readily visible are excluded and subject to a Change Work Order including asbestos mitigation, rock beds, and high-water table, frozen ground (Frost), etc.</p> <p>One Call locates (811) will be done prior to start date by TLC, TLC - Patriot will not dig through any utilities or move any utilities. Any damage to private utilities not located by 811, landscape, sprinklers, dog fence, waterlines, propane lines, garage power lines, etc. will be customers responsibility to have repaired at their expense it is not included in TLC Patriot's prices. This estimate does not include any time lost to excavating around utilities in conflict with estimated work not known at the time of bidding this project. Any time extra time to dig around the unknown utilities will be done on a Time and Material basis. Site will be left at construction rough grade unless otherwise listed in bid. Construction rough grade is dirt/ fill material placed in disturbed area within 10 feet of foundation/ dig area, not landscape ready. No haul off is included nor landscaping is included unless noted in bid. Dirt may settle over time. TLC - Patriot does not warranty against settling of any backfilled areas but can be contracted to add fill.</p> <p>All estimate items are tied and cannot be independently contracted unless agreed to by TLC - Patriot Septic and Excavation.</p> <p>- Project schedule to be agreed upon between owner and contractor prior to start date.</p> <p>- We have assumed that the site will be available for temporary staging/stockpiling area and there will be unimpeded access to the work so that work can be completed without delay.</p> <p>- This proposal is contingent on a mutually agreeable start date, contract - including this proposal as a standard attachment. Payment terms are described below and will be followed by customer and contractor.</p> <p>- Any work done outside of the scope of work will require a signed or verbal change work order acceptance in order to proceed with execution of work.</p> <p>- This is an Estimate and not a final invoice. Work done outside of the scope of this estimate will result in additional billing. A final invoice for work done will be sent out after work has been done.</p> <p>- Estimate does not include work needed to be done by a licensed electrician or plumber.</p> <p>- Estimate is subject to a 10% contingency price increase/decrease.</p> |  |              |
| <p>Signed Estimate and 50% Deposit required to schedule . Notice of Right to Claim Lien under Montana Law.</p>   |  | <b>Total</b> |

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# Estimate

| Date     | Estimate # |
|----------|------------|
| 8/2/2023 | 1709       |

|   |
|---|
| Name / Address                                  |
| City of Laurel<br>PO Box 10<br>Laurel, MT 59044 |



|  |  | Project                                |
|--|--|--|
| Description  |  | Total                                  |
| <p>-If final invoice is not paid in full within 10 days, TLC Patriot reserves the right to enter property without notice in order to recover materials and/or equipment belonging to TLC Patriot. Balances that are not paid within 10 days are subject to a \$25 per month late fee and a 1.5% per month FINANCE CHARGE, or an annual percentage rate of 18%. In the case that collection expenses are incurred, the client shall pay all collection expenses.</p> <p>-Estimate is good for 14 days.</p> <p>Above work will be completed in a professional manner according to standard practices and under authorization as a licensed county installer. Work is contingent upon receipt of deposit, weather, strikes, accidents or delays beyond our control. A signed copy of the estimate and a 50% down payment is required prior to job start date to schedule. Payments made by credit card will be charged an additional 4% of total.</p> <p>CONFIDENTIALITY NOTICE: The information contained in this estimate is privileged and confidential information that is intended for the sole use of the addressee. Access to this estimate by anyone else is unauthorized. E-mails sent through the Internet are not secure. Do not use e-mail to send us confidential information such as credit card numbers, changes of address, PIN numbers, passwords or other important information. Please do not transmit orders and/or instructions regarding your account(s) by e-mail. These such orders and/or instructions transmitted by e-mail will not be accepted by TLC - Patriot Septic and Excavation. TLC - Patriot Septic and Excavation will not be responsible for carrying out such orders and/or instructions. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy or disseminating this message. Please be aware that the use of any confidential or personal information may be restricted by state and federal privacy laws. Thank you.</p> |  |  |
| <p>Signed Estimate and 50% Deposit required to schedule . Notice of Right to Claim<br/>Lien under Montana Law.</p>   |  | <p><b>Total</b></p> <p>\$10,315.00</p> |

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**File Attachments for Item:**

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

**RESOLUTION NO. R23-54**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
APPROVE AN AGREEMENT WITH SAVAGE CAT RESCUE, INC.**

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 Savage Cat Rescue, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement by and between the City of Laurel and Savage Cat Rescue, Inc., on behalf of the City.

Introduced at a regular meeting of the City Council on the 22<sup>nd</sup> day of August, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 22<sup>nd</sup> day of August, 2023.

APPROVED by the Mayor the 22<sup>nd</sup> day of August, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## **AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of August, 2023, between the City of Laurel, Montana (hereinafter “the City”) and Savage Cat Rescue, Inc. (hereinafter “Contractor”). The City and Contractor, in consideration of the material covenants set forth in this Agreement, agree as follows:

**TERM:** This Agreement is effective as of the date of its execution and will begin on September 1, 2023 and terminate on August 31, 2024. The parties may extend this Agreement, by mutual concurrence, in writing, prior to termination of the term. If not extended by mutual concurrence, and in writing, prior to the termination of the term, this Agreement shall automatically terminate as of August 31, 2024.

**SCOPE OF WORK:** Within its reasonable discretion, Contractor shall provide the following services, pursuant to this Agreement, for any cats rescued/impounded within the City limits of the City of Laurel:

a. **Cat Rescue/Impoundment:** Contractor will identify stray, feral, or un-homed cats that necessitate rescue/impoundment. Contractor will utilize its traditional services to rescue, provide veterinary services, spay/neuter, and either adopt or release said cats after rescue/impoundment. Contractor agrees that the scope of the work contemplated by this Agreement shall only apply to cats that are rescued/impounded within the City of Laurel city limits.

Contractor agrees to take reasonable care of such cats in a manner consistent with good standard practices of rescue agencies to include, but not limited to, providing proper food, water, and shelter. Under the terms of this Agreement, Contractor may provide veterinary treatment for illness or injury. If Contractor determines that such cats require any vaccinations or other treatment in order to protect the greater population of animals, Contractor may administer such treatment

through the appropriate personnel retained to do so. To the extent reasonably practicable, Contractor shall utilize veterinarians and other medical care specialists located within the City of Laurel and providing services to City of Laurel residents.

2. Payment of all boarding fees, veterinary costs, spay/neuter costs, surgery costs, release costs, and any other expenses shall be borne by Contractor. The City is not responsible for any costs incurred for services provided hereunder, except the annual fee contemplated in this Agreement.

3. All cats rescued/impounded pursuant to this section will be held by the Contractor until they are released by Contractor pursuant to a signed release from the owner, the owner's legal representative, or by a court of law, unless and except if the cat reasonably appears to be a feral and/or un-homed cat. In this circumstance, Contractor will utilize its best discretion to either release the cat into its previously-unhomed area within the City of Laurel or place the cat for adoption with an appropriate agency. If an owner does not respond within 72 hours of rescue/impoundment, Contractor assumes ownership of the cat and appropriate release or adoption of said cat.

b. **Limitation:** This Agreement applies only to cats and no other animals. Contractor will make every effort to rescue/impound however many cats it can rescue/impound, but it may choose not to rescue/impound all or any. The City will not be responsible, in any manner, for any of the services provided hereunder and/or seeking care of the cats rescued/impounded by Contractor.

**PAYMENT:** For the services provided in this Agreement, City shall pay Contractor an annual fee of Three Thousand Five Hundred and No Dollars (\$3,500.00) for the first year of the term of this Agreement. If this Agreement is renewed, according to the terms hereunder, the parties



shall negotiate any additional annual fee. Payment shall be made in one annual installment at the start of this Agreement, after invoicing by Contractor.

**OTHER FEES/TERMS:**

a. The City shall not be responsible for any fees, expenses, or costs, pursuant to this Agreement, other than the annual fee previously stated herein.

b. Contractor agrees to report to City Council on a quarterly basis, by the end of each quarter, the following: 1) number of cats rescued/impounded, 2) addresses of each rescue/impoundment, 3) date of each rescue/impoundment, 4) services rendered, and 5) outcome of each rescue/impoundment (release, adoption, or otherwise).

**CITY DUTIES:** The City has no duties under this Agreement, except as previously stated herein.

**RECORDS:** Contractor agrees to keep thorough and sufficient records of the information to be reported to City Council, to be reviewed by the City upon the City's request at any time, and to be provided by way of report by Contractor to City Council on a quarterly basis.

**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. To the extent required by law, 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.

**INDEMNITY:** Contractor shall defend, indemnify, and hold harmless the 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 as a result of Contractor's negligence and for which the 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 the City is liable for any damages by reason of a non-delegable duty.

**INSURANCE:** Contractor shall maintain, at its sole cost and expense, commercial general liability insurance naming the City as an additional insured against liability for damages for bodily injury, including death, completed operations, and property damage in a minimum amount of One Million Dollars and No Cents (\$1,000,000.00) for each claim and Two Million Dollars and No Cents (\$2,000,000.00) 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 sole 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 that may be caused by any negligent act or omission. Contractor shall name on the Certificate of Liability Insurance the City of Laurel as additional insured. In addition, Contractor will furnish to the City a copy of the Policy

Endorsement, indicating that the City of Laurel is named as an additional insured under the Contractor's insurance policy. Contractor agrees to furnish to the City both the Certificate of Insurance and Policy Endorsement at least ten (10) within the commencement of this Agreement.

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 the City. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

**COMPLIANCE WITH LAWS:** Contractor agrees to conduct its business operations 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 those contractors to the same provisions. In accordance with 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.

**LIAISON:** The City's designated liaison is Kelly Strecker, City Clerk-Treasurer, and Contractor's designated liaison is the Executive Director of Savage Cat Rescue, Inc.

**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 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. 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.

**NON-WAIVER:** A waiver by either party, and 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.

**DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between appropriate 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.

**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.

**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 the Civil City Attorney.

**BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

**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.

**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.

**HEADINGS:** The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

**SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

**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.

**COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.

**INTEGRATION:** The Contract Documents, which compose the entire agreement between the City and Contractor, consist of the following: 1) this Agreement and 2) 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**

**SAVAGE CAT RESCUE, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
City of Laurel Mayor

\_\_\_\_\_  
By: \_\_\_\_\_  
Executive Director