



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JANUARY 21, 2025
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

Executive Review

- 1. Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Service Area ("LUFSA").
- 2. Public Works:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.
- 3. Public Works:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Interstate Power Systems.
- 4. Mayor:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Employment Agreement For The Position Of Chief Administrative Officer.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

File Attachments for Item:

1. Fire: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Service Area (“LUFSA”).

RESOLUTION NO. R25-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR THE LAUREL URBAN FIRE SERVICE AREA (“LUFSA”).

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Laurel Urban Fire Service Area (“LUFSA”), by and between the City of Laurel (hereinafter “the City”) and LUFSA, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with LUFSA on behalf of the City.

Introduced at a regular meeting of the City Council on the ____ day of _____, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the ____ day of _____, 2025.

APPROVED by the Mayor on the ____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE LAUREL URBAN FIRE SERVICE AREA (LUFSA)**

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Laurel Urban Fire Service Area (hereinafter “the LUFSA”).

WITNESSETH

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map;

WHEREAS, the LUFSA desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the LUFSA at the same level as such services are provided to properties and residents within the limits of the City:

- a. fire protection and suppression;
- b. fire prevention; and
- c. fire investigations.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the LUFSA and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the LUFSA.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized LUFSA and be independently responsible for determining the cause, origin, and circumstances of the same.

The LUFSA agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the LUFSA.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2024, and shall terminate on June 30, 2025, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of LUFSA.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2024 - June 30, 2025: \$113,006.59.

One-half of the said fees shall be paid on or before December 31, 2024. The remaining one-half shall be paid on or before June 30, 2025.

6. ANNUAL REPORT

The City will furnish an annual written report to LUFSA, which will include the number and type of incidents responded to within the LUFSA by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other

party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

LUFSA

Dave Waggoner, Mayor

By Mark Green (Trustee)
1/8/25

ATTEST:

Kelly Strecker, Clerk-Treasurer

File Attachments for Item:

2. Public Works: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.

RESOLUTION NO. R25-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH ACE ELECTRIC, INC.

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and Ace Electric, Inc., 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 Ace Electric, Inc on behalf of the City.

Introduced at a regular meeting of the City Council on the ____ day of _____, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the ____ day of _____, 2025.

APPROVED by the Mayor on the ____ day of _____, 2025.

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 28th day of January, 2025, 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 Ace Electric, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 808 W. Main Street, 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 1/8/2025, 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 up to but not exceeding six thousand ninety-six dollars and fifty cents (\$6,096.50) 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 28th DAY OF JANUARY 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Ace Electric, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

PURCHASE ORDER

CITY HALL
115 N. 1ST ST.
PUB WORKS: 628-4736
WATER OFC: 628-7431
COURT: 628-1964
FAX: 628-2341

City of Laurel
P.O. Box 10
Laurel, MT 59044



PURCHASE ORDER NUMBER
64192

The above order number must appear on all invoices, packages and correspondence.

TO: Ace Electric

DATE: 1/08/2025 1/08/2025

FUND: Sewer

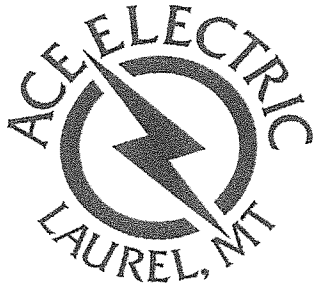
DEPT: Plant

INVOICE NO: 19529

QUAN-TITY	FULLY ITEMIZE	COST	BUDGETARY ACCOUNT NUMBER
1	Pull under ground Fiber to Headwork and Digesters from Control Building and terminate fiber cable for PLC upgrade with InControl.	2,100.00	5312-602-43064D
1	Labor	3,996.50	3104
1	Material		Maple
Amount of Claim \$		6,096.50	

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE



PO Box 520
 808 W Main Street
 Laurel, MT 59044
 (406) 628-8886

Invoice

Invoice Number
19529
Invoice Date
1/8/2025

Bill To: CITY OF LAUREL
 P.O. BOX 10

Re: LAUREL - WASTE WATER PLANT
 1599 SEWER PLANT RD

LAUREL, MT 59044
 AP@laurel.mt.gov, kgauslow@laurel.mt.gov

LAUREL, MT 59044

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
S009027			Net 30 Days	2/7/2025
Description				Price

SUPPORT FOR IN CONTROL FIBER UPGRADE

LABOR	2,100.00
MATERIAL	3,996.50

RECEIVED JAN 09 2025

Thank you for your business!

Subtotal \$ 6,096.50

Please note as of January 1, 2023 a 3% processing fee will be applied to credit card payments over \$1,500.

Total Due \$ 6,096.50

File Attachments for Item:

3. Public Works: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Interstate Power Systems.

RESOLUTION NO. R25-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH INTERSTATE POWER SYSTEMS.

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and Interstate Power Systems, 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 Interstate Power Systems on behalf of the City.

Introduced at a regular meeting of the City Council on the ____ day of _____, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the ____ day of _____, 2025.

APPROVED by the Mayor on the ____ day of _____, 2025.

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 28th day of January 2025, 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 Interstate Power Systems, a contractor licensed to conduct business in the State of Montana, whose address is 1140 Main Street, Billings MT 59105, 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 January 10, 2025, 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 as set forth and itemized for years 2025, 2026, 2027 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 28th DAY OF January 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Interstate Power Systems

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

City of Laurel- Public Works
Nathan Herman
115 West First Street
Laurel, MT 59044
Phone: 406-628-9024
nherman@laurel.mt.gov

January 10,2025
CUST #: 15240

Re: Preventive Maintenance Agreement

Thank You for the opportunity to allow *Interstate Power Systems* to quote your generator service inspection needs. We are sending you a (3) year service maintenance contract with the pricing for Annual Service, Semi-Annual inspection, and Two-Hour Load Bank Test.

Kohler Generator – S/N: SGM329KNX – VID: 732512 – Water Treatment Plant

An Annual Service PM for 2025 -----\$ 956.53
An Annual Service PM for 2026 -----\$ 1001.75
An Annual Service PM for 2027 -----\$ 1049.25

Onan Generator – S/N: B060890387 – VID: 217643 – West Maryland

An Annual Service PM for 2025 -----\$ 753.31
An Annual Service PM for 2026 -----\$ 777.84
An Annual Service PM for 2027 -----\$ 802.89

Onan Generator – S/N: K070123536 – VID: 317259 – Walmart Lift Station

An Annual Service PM for 2025 -----\$ 556.71
An Annual Service PM for 2026 -----\$ 577.00
An Annual Service PM for 2027 -----\$ 598.07

Onan Generator – S/N: C100108531 – VID: 317308 – Village Lift Station

An Annual Service PM for 2025 -----\$ 534.79
An Annual Service PM for 2026 -----\$ 553.43
An Annual Service PM for 2027 -----\$ 572.72

Kohler Generator – S/N: SGM32GCRC – VID: 732454 – Elm Street Lift Station

An Annual Service PM for 2025 -----\$ 803.33
An Annual Service PM for 2026 -----\$ 828.36
An Annual Service PM for 2027 -----\$ 854.15

Kohler Generator – S/N: SGM32HPPB – VID: 732504 – New Intake

An Annual Service PM for 2025 -----\$ 552.63
An Annual Service PM for 2026 -----\$ 569.09
An Annual Service PM for 2027 -----\$ 585.85

Kohler Generator – S/N: 2275332 – VID: 732507 – Murray Street Booster

An Annual Service PM for 2025 -----\$ 484.77
 An Annual Service PM for 2026 -----\$ 501.53
 An Annual Service PM for 2027 -----\$ 518.79

Kohler Generator – S/N: 0777268 – VID: 129772 – Waste Water Treatment Plant

An Annual Service PM for 2025 -----\$ 1537.21
 An Annual Service PM for 2026 -----\$ 1619.59
 An Annual Service PM for 2027 -----\$ 1706.27

The Annual would include the following procedures: change oil, change oil filters, change fuel filter, fluids topped off, hoses checked, belts checked, battery checked, sample the oil, sample the coolant, start and run unit to check functions. Document the procedure.

Kohler Generator – S/N: 0777268 – VID: 732512 – Water Treatment Plant

Two Hour Load Bank Test for 2025 -----\$ N/A
 Two Hour Load Bank Test for 2026 -----\$ N/A
 Two Hour Load Bank Test for 2027-----\$ N/A

Onan Generator – S/N: B060890387 – VID: 217643 – West Maryland

Two Hour Load Bank Test for 2025 -----\$ 660.00
 Two Hour Load Bank Test for 2026 -----\$ 675.00
 Two Hour Load Bank Test for 2027-----\$ 690.00

Onan Generator – S/N: K070123536 – VID: 317259 – Walmart Lift Station

Two Hour Load Bank Test for 2025 -----\$ 512.50
 Two Hour Load Bank Test for 2026 -----\$ 525.00
 Two Hour Load Bank Test for 2027-----\$ 537.50

Onan Generator – S/N: C100108531 – VID: 317308 – Village Lift Station

Two Hour Load Bank Test for 2025 -----\$ 534.79
 Two Hour Load Bank Test for 2026 -----\$ 553.43
 Two Hour Load Bank Test for 2027-----\$ 572.72

Kohler Generator – S/N: SGM32GCRC – VID: 732454 – Elm Street Lift Station

Two Hour Load Bank Test for 2025 -----\$ 519.50
 Two Hour Load Bank Test for 2026 -----\$ 532.00
 Two Hour Load Bank Test for 2027-----\$ 544.50

Kohler Generator – S/N: SGM32HPPB – VID: 732504 – New Intake

Two Hour Load Bank Test for 2025 -----\$ 617.50
 Two Hour Load Bank Test for 2026 -----\$ 630.00
 Two Hour Load Bank Test for 2027-----\$ 642.50

Kohler Generator – S/N: 2275332 – VID: 732507 – Murray Street Booster
Two Hour Load Bank Test for 2025 -----\$ 617.50
Two Hour Load Bank Test for 2026 -----\$ 630.00
Two Hour Load Bank Test for 2027-----\$ 642.50

Kohler Generator – S/N: SGM329KNX – VID: 129772 – Waste Water Treatment Plant
Two Hour Load Bank Test for 2025 -----\$ 1695.00
Two Hour Load Bank Test for 2026 -----\$ 1710.00
Two Hour Load Bank Test for 2027-----\$ 1725.00

The Load Bank Testing would include the following: two-hour continuous load bank test with resistive load bank. Testing at 100% of generator nameplate rating. Document the procedure.

Kohler Generator – S/N: 0777268 – VID: 732512 – Water Treatment Plant
Semi-Annual Inspection for 2025-2027 -----\$ 265.00

Onan Generator – S/N: B060890387 – VID: 217643 – West Maryland
Semi-Annual Inspection for 2025-2027 -----\$ 265.00

Onan Generator – S/N: K070123536 – VID: 317259 – Walmart Lift Station
Semi-Annual Inspection for 2025-2027 -----\$ 265.00

Onan Generator – S/N: C100108531 – VID: 317308 – Village Lift Station
Semi-Annual Inspection for 2025-2027 -----\$ 265.00

Kohler Generator – S/N: SGM32GCRC – VID: 732454 – Elm Street Lift Station
Semi-Annual Inspection for 2025-2027 -----\$ 265.00

Kohler Generator – S/N: SGM32HPPB – VID: 732504 – New Intake
Semi-Annual Inspection for 2025-2027 -----\$ 265.00

Kohler Generator – S/N: 2275332 – VID: 732507 – Murray Street Booster
Semi-Annual Inspection for 2025-2027 -----\$ 265.00

Kohler Generator – S/N: SGM329KNX – VID: 129772 – Waste Water Treatment Plant
Semi-Annual Inspection for 2025-2027 -----\$ 265.00

The Semi-Annual inspection would include the following procedures: check oil, coolant, and battery levels. Start and observe the performance of the unit as it operates. Check all belts, hoses, and coolant for proper inhibitor level. Check switchgear for proper operation and run the generator under facility load if permissible. Verify generator controller instrument operation. Test emergency and failure shutdown and alarms. Document the procedure.

PROPOSED SCHEDULE FOR THIS MAINTENANCE PROGRAM IS AS FOLLOWS:

January of 2025 -2027: Annual Inspections and PM Services

July of 2025-2027: Semi-Annual Inspections and Load Bank Testing

Any additional parts needed during the inspections/PM that are not covered under this agreement will be available at an additional cost. You will be notified when additional parts are necessary to maintain peak operating condition and these parts will only be replaced with your prior authorization.

PAYMENT TERMS: NET30. Interstate Power Systems Terms and conditions apply. This document is subject to the General Terms and Conditions and Code of Conduct, which are expressly incorporated herein by reference, and are available at: <http://www.istate.com/about/terms-and-conditions> or in hard copy upon request.

If monthly, quarterly, or yearly payments are agreed upon, and services are discontinued during the course of this agreement, a 30-day written notice of cancellation must be provided. Additionally, payment for services rendered up to the termination date must be made.

Please note due to the rising cost and fluctuation in petroleum/oil prices, additional fuel surcharges may apply.

Tax and environmental charges are not included.

Thank You in advance for your time and consideration. Should you have any questions please contact me.

This order accepted by:

Name: _____

Title: _____

Signature: _____

Date: _____

Benjamin West | Branch Manager | Interstate Power Systems

1140 Main Street | Billings, MT 59105

P: 406.252.4191 | Ext: 307569 | C: 406.927.6114

istate.com | [Facebook](#) | [LinkedIn](#)

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Milwaukee, WI | Omaha, NE | Rockford, IL | Sioux Falls, SD | Waterloo, IA | Williston, ND

File Attachments for Item:

4. Mayor: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Employment Agreement For The Position Of Chief Administrative Officer.

RESOLUTION NO. R25-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT FOR THE POSITION OF CHIEF ADMINISTRATIVE OFFICER.

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

Section 1: Approval. The Employment Agreement by and between the City of Laurel (hereinafter “the City”) and Kurt Markegard (hereinafter “Markegard”), for Markegard’s employment as Chief Administrative Officer, attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the ____ day of _____, 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the ____ day of _____, 2025.

APPROVED by the Mayor on the ____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made this __ day of _____, 2025, by and between the CITY OF LAUREL, a Municipality in the State of Montana (hereinafter referred to as the “City”) and KURT MARKEGARD, an individual (hereinafter referred to as “Chief Administrative Officer”).

WITNESSETH:

WHEREAS, the Laurel Municipal Code of the City of Laurel, Montana provides for the appointment of the Chief Administrative Officer by the Mayor, with the advice and consent of the City Council; and,

WHEREAS, to fulfill the requirements of the Laurel City Charter, the compensation and conditions of employment for the Chief Administrative Officer have been set forth in this Agreement between the City and the Chief Administrative Officer.

NOW, THEREFORE, the Parties agree as follows:

1. **Appointment; Classification:** Chief Administrative Officer is hereby appointed and employed as the Chief Administrative Officer of the City of Laurel, subject to all conditions herein and all applicable laws. Chief Administrative Officer is hereby vested with the authority applicable to the position of Chief Administrative Officer and the Chief Administrative Officer hereby assumes the duties, responsibilities, and obligations of that office, as set forth in the Laurel Municipal Code, and in the applicable policies and resolutions of the City adopted thereunder.

The parties agree that this Agreement and the City’s Job Description for the Chief Administrative Officer position constitutes the entire agreement between the parties and that no oral promises, representations, or warranties have been made or are an enforceable part of this Agreement.

The Chief Administrative Officer position created herein is classified as an exempt/non-Union position. The Chief Administrative Officer shall perform the essential duties and responsibilities contained in the Chief Administrative Officer Job Description and shall report directly to the City’s Mayor. The Chief Administrative Officer shall not be reassigned from the position of Chief Administrative Officer to any other position without the Chief Administrative Officer’s express written consent.

2. **Employment and Duties; Term; and Performance:** The appointment of the Chief Administrative Officer and the conditions of this contract shall be effective at 12:01 A.M. on City Council approval, or such other date as may be agreed to in writing by both parties hereto (the “Employment Date”), and fulltime performance of Chief Administrative Officer’s duties as Chief Administrative Officer and to the performance of such other duties as are assigned to them from time to time by the Mayor and City Council, which shall include attendance at regularly scheduled City Council Meetings, unless excused by the Mayor.

The term of this Agreement shall be a five (5) year term, automatically renewed at the close of five (5) years, for an additional three (3) year time period and consecutive three (3) year time periods. No termination or non-renewal of this Agreement may occur within those

specified time periods, except under the express terms of this Agreement, as noted in Section (4) below.

3. **Performance Evaluation:**

- A. The Mayor shall review and evaluate the performance of the Chief Administrative Officer at least annually. Further, the Mayor shall provide the Chief Administrative Officer with a summary written statement of the findings of the Mayor after each review and evaluation and shall provide an adequate opportunity for the Chief Administrative Officer to discuss Chief Administrative Officer's evaluation with the Mayor and City Council.
- B. Annually, the Mayor and Chief Administrative Officer shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the City's policy objectives, and may establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing, shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations provided.

4. **Termination:**

- A. The City may not terminate this Agreement, or refuse to non-renew this Agreement, unless any of the following events have occurred: the Chief Administrative Officer has: (1) violated the terms of the Laurel Municipal Code or the City's Personnel Policy; (2) violated the terms of this Agreement; (3) willfully and intentionally neglected the duties, responsibilities, and obligations of the Chief Administrative Officer's office; or (4) is convicted of any crime involving moral turpitude. If the Chief Administrative Officer is terminated for any of the foregoing reasons, or if this Agreement is not renewed for any of the foregoing reasons, such termination shall be considered "With Good Cause." Any other termination of this Agreement, or refusal to non-renew this Agreement, shall be subject to all "Good Cause" requirements of the Montana Wrongful Discharge from Employment Act.
- B. In the event the City terminates or elects not to renew this Agreement, the Chief Administrative Officer shall be entitled to severance pay in an amount equal to one (1) year salary compensation plus one (1) year of benefits (the "Severance Pay"). For the purposes of this Section, benefits shall mean and include all of the insurance and retirement benefits described below. The cost of the insurance benefits shall be paid by the City at a rate not to exceed the actual cost to the City prior to the termination; provided, however, any insurance rate increases implemented on the City's group plans will also be absorbed by the City. Compensation included in the Severance Pay shall be calculated at the rate of pay in effect on the date of termination and shall be paid in biweekly installments payable on regular City paydays, or at such intervals or dates as all other City employees may be paid, subject to appropriate tax withholdings.

- C. The Chief Administrative Officer may terminate the contract for any reason upon

sixty (60) days' written notice as set forth herein and shall be entitled to payment by the City of any accrued vacation or other accrued paid days, provided such notice has been given. No severance payments or benefits shall be paid if termination is initiated by the Chief Administrative Officer, provided, however, that the Parties may mutually agree to severance payments and benefits as set forth above as part of a negotiated resignation.

5. **Rate of Compensation:** As compensation for Chief Administrative Officer's services, the City shall pay to the Chief Administrative Officer the sum of One-Hundred Fifteen Thousand Dollars (\$115,000) annually, such compensation to be paid in biweekly installments payable on regular City paydays, or at such intervals or dates as all other City employees may be paid. This compensation will be reviewed annually from the Employment Date and may be adjusted accordingly by agreement of both Parties, up to but not exceeding a five percent (5%) annual increase. Further, the Parties acknowledge that the Chief Administrative Officer should be the highest paid employee within the City. Therefore, if the City increases any employee's rate of pay and/or benefits to exceed the compensation of the Chief Administrative Officer, the Chief Administrative Officer shall receive a like-kind increase so that Chief Administrative Officer's compensation remains above all other employees.
6. **Paid Time Off ("PTO"):** The Chief Administrative Officer will be credited with forty (40) hours of PTO leave annually immediately upon the Employment Date, consistent with the City's PTO policies and the CAO's length of previous service with the City. Carryover of any PTO is pursuant to the City's policies and procedures, applicable to all City employees.
7. **Disability, Health, and Life Insurance:** As of the Employment Date, the City agrees to put into force and/or continue insurance policies for life, dental, vision, disability, sickness, major medical, short term disability, long term disability, and dependent's group insurance covering Chief Administrative Officer and Chief Administrative Officer's dependents, which policies are the same as offered to other general employees of the City. Regardless of future policy amendments, the City agrees to continue payment of 100% of the premium for these benefits for Chief Administrative Officer.
8. **Retirement:** As of the Employment Date, the City agrees to put into force and/or continue such Retirement Plan(s) as are the same as offered to other general employees of the City.
9. **Professional Development:** The City hereby agrees to budget and to pay for the travel and subsistence expenses of Chief Administrative Officer for professional and official travel, meetings, and occasions adequate to continue the professional development of the Chief Administrative Officer and to adequately pursue necessary official and other functions for the City. The Chief Administrative Officer may choose which and how many professional development event(s) to attend without City Council approval so long as the expenses do not exceed the budgeted amount for this activity.
10. **General Expenses:** The City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Chief Administrative Officer, and hereby agrees to reimburse or to pay said general expenses, including, but not limited to, Chief Administrative Officer's expenses for the purchase and use of a cellular phone. These expenses are to be reviewed and approved by the Mayor prior to reimbursement in

accordance with established policy.

11. **Automobile**: In order to carry out official duties, the City will provide the Chief Administrative Officer with the use of an automobile. If no vehicle is available, the City shall reimburse the Chief Administrator Officer for the use of their personal vehicle at the current rate for mileage as determined by the Montana Department of Administration.
12. **Confidentiality**: The Chief Administrative Officer acknowledges that, during the term of his employment, he might obtain and gather confidential information regarding the City's operations and/or personnel. The Chief Administrative Officer acknowledges that all confidential information is the City's property and in no event shall he disclose such information to any person or entity, unless such disclosure is requested by the City or required by law.
13. **Other Terms and Conditions of Employment**:
 - A. The Mayor shall fix any such other terms and conditions of employment, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, with the City's Municipal Code, or any other law.
 - B. All provisions of the Municipal Code, Personnel Policy, and rules and regulations of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, other fringe benefits, and working conditions as they now exist or hereafter may be amended, also shall apply to the Chief Administrative Officer as they would to other employees of the City, unless otherwise provided for herein.
14. **Notices**: Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY:

Attn: Mayor
115 West 1st Street
Laurel, MT 59044

CHIEF ADMINISTRATIVE OFFICER:

Kurt Markegard
Attn: Chief Administrative Officer
115 West 1st Street
Laurel, MT 59044

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Services.

15. **Indemnification**: City shall indemnify the Chief Administrative Officer to the fullest extent allowable by law for actions taken within the scope of this Agreement and Chief

Administrative Officer's official duties and shall provide public officials liability and errors and omissions insurance coverage as required by law and to the same extent as provided for other City officials or employees.

16. **General Provisions:**

A. The text herein shall constitute the entire Agreement between the Parties and can only be amended or modified by written agreement of the Parties. An amendment or modification of this Agreement shall not be deemed a termination of this Agreement entitling the Chief Administrative Officer to severance pay to the extent set forth above.

B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, that provision, or any portion thereof, shall be deemed severable, but the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

17. **Binding Effect:** This Agreement shall bind and be enforceable between the Chief Administrative Officer and any subsequently elected or appointed Mayor or City Council Member for the duration of the Agreement.

18. **Governing Law:** This Agreement shall be governed by, interpreted, and construed under the laws of the State of Montana. Yellowstone County shall be the appropriate venue for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the City of Laurel has caused this Agreement to be signed and executed on its behalf by its Mayor, duly attested by its City Clerk, and approved in form by the City Attorney, and the Chief Administrative Officer has signed and executed this Agreement, both in duplicate, the day and year first written above.

CITY OF LAUREL:

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CHIEF ADMINISTRATIVE OFFICER:

Kurt Markegard

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

City of Laurel

P.O. Box 10
Laurel, Montana 59044



City Attorney's Office

DEPARTMENT

MEMORANDUM REGARDING INDEPENDENT INTERVIEW PANEL RESULTS FOR CHIEF ADMINISTRATIVE OFFICER RECOMMENDATION

Dated: 14 January 2025

On January 14, 2025, an Independent Interview Panel was convened to conduct interviews of three different qualified Applicants for the Chief Administrative Officer position within the City of Laurel. The Interview Panel was selected in advance to consist of three constituents and active community members within the City of Laurel. No City Personnel served on the Panel. The City of Laurel Mayor did not participate in the Interview Process. The Interview Process was intended to be objective, unbiased, and independently based upon the individualized experience and expertise of each Applicant, as assessed based upon their Application Materials and in the Interviews, without any input from any City Personnel regarding who the most-qualified person might be for a recommendation to the Mayor.

As the City Attorney for the City of Laurel, I was present simply to assist in providing guidance regarding the appropriate interview questions for the Panel and, ultimately, compile all of the results of the Interview Panel's scoring criteria and comments to provide to the Mayor for his consideration and ultimate recommendation to the Laurel City Council.

All Interview Panel Members were anonymous, and none were disclosed to the Applicants in advance of the interviews. All questions and scoring criteria utilized in the interview process were consistent with the questions and scoring criteria for previously-interviewed and hired CAOs. None of the Applicants had access to the information utilized in the interviews prior to them being conducted.

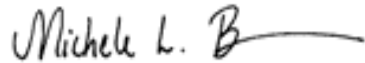
The Interview Panel conducted lengthy interviews with all three qualified Candidates. All three were rated by the Interview Panel with the objective scoring criteria to indicate their respective strengths and weaknesses on various aspects of City governance, the role of a CAO, their interactions with colleagues and City personnel, and their goals for the future of the City of Laurel, should they be selected for the position.

The Interview Panel did not share with each Panel Member the outcome of their scoring, their comments about why/how they were scoring a particular Applicant in a specific manner, nor their

ultimate individualized recommendation on who they believed should be recommended to fill the CAO position.

At the close of the Interview Process, the objective scoring was totaled, and that information was then provided to the City of Laurel Mayor. One candidate was the top-scoring candidate, and that candidate is being recommended to Mayor Waggoner as the most-qualified candidate, based upon the Interviews and Scoring Criteria, to serve as the Chief Administrative Officer for the City of Laurel.

OFFICE OF THE CIVIL CITY ATTORNEY



Michele L. Braukmann, J.D.
CITY OF LAUREL
Civil City Attorney
civilattorney@laurel.mt.gov

ORDINANCE NO. 007-08

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

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

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

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

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

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

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

NOW THEREFORE BE IT ORDAINED THAT:

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

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

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

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

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

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

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

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

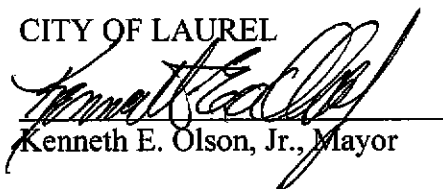
This Ordinance shall become effective thirty (30) days after final passage by the City Council and approval by the Mayor.

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

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

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

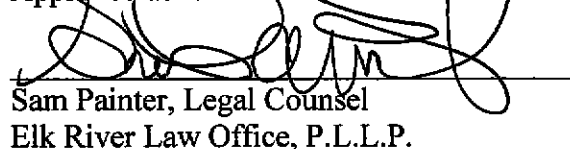
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk/Treasurer

Approved as to form:


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

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

City of Laurel

P.O. Box 10
Laurel, Montana 59044



Mayor's Office

DEPARTMENT

MEMORANDUM REGARDING HISTORICAL BASIS FOR CHIEF ADMINISTRATIVE OFFICER POSITION

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

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

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

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

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City of Laurel

P.O. Box 10
Laurel, Montana 59044



Mayor's Office

DEPARTMENT

MEMORANDUM REGARDING BENEFITS OF EMPLOYING A CHIEF ADMINISTRATIVE OFFICER

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

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

1. Streamlined Governance and Decision-Making

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

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

2. Professional Management of City Operations

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

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

3. Improved Accountability and Transparency

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

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

4. Improved Fiscal Management

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

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

5. Crisis Management and Risk Mitigation

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

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

6. Strategic Planning and Long-Term Vision

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

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

7. Improved Service Delivery and Public Satisfaction

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

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

8. Personnel and Organizational Development

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

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

9. Improved Collaboration and Coordination Across Departments

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

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

10. Political Stability and Continuity

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

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

11. Enhanced Public-Private Partnerships

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

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

Conclusion

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

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

City of Laurel

P.O. Box 10
Laurel, Montana 59044



Mayor's Office

DEPARTMENT

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

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

CHARTER CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

PREAMBLE

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

Section 3.10 Chief Administrative Officer

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

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

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

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

RESOLUTION NO. R08-72

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

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

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

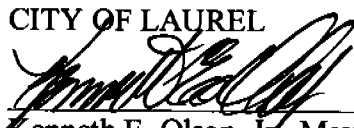
Section 2: Execution. The Mayor and City Clerk-Treasurer of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

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

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

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

CITY OF LAUREL



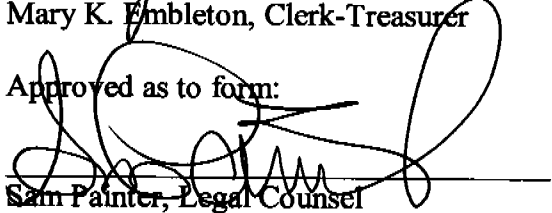
Kenneth E. Olson, Jr., Mayor

ATTEST:



Mary K. Embleton, Clerk-Treasurer

Approved as to form:



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

EMPLOYMENT CONTRACT

Chief Administrative Officer

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

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

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

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

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

2. Salary. City shall compensate Employee as follows:

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

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

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

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

3. **Term.**

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

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

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

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

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

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

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

7. **Termination of Employment.**

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

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

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

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

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

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

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

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

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

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

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

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

encourage such membership and attendance.

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

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

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

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

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

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

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

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

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

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

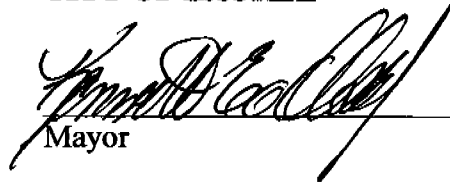
17. **Notices.** Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Services, postage prepaid, addressed as follows:

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

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

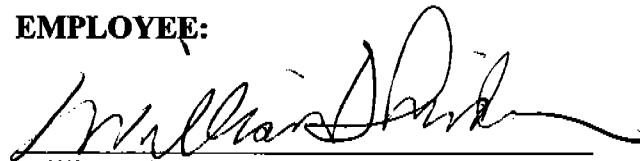
IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF LAUREL



Mayor

EMPLOYEE:



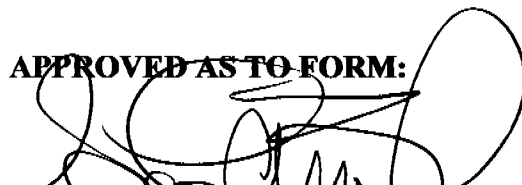
William Sheridan

ATTEST:



Mary K. Embleton, Clerk-Treasurer

APPROVED AS TO FORM:



City Attorney

RESOLUTION NO. R11-107

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

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

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

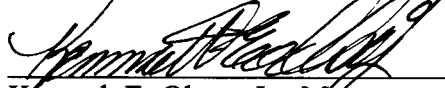
Section 2: Execution. The Mayor and City Clerk-Treasurer of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

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

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

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

CITY OF LAUREL



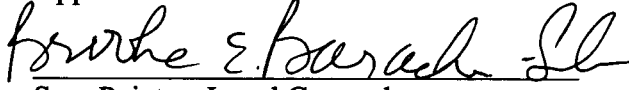
Kenneth E. Olson, Jr., Mayor

ATTEST:



Shirley Ewan, Clerk-Treasurer

Approved as to form:



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

EMPLOYMENT CONTRACT

Chief Administrative Officer

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

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

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

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

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

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

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

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

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

3. **Term.**

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

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

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

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

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

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

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

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

7. Termination of Employment.

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

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

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

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

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

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

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

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

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

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

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

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

dues to encourage such membership and attendance.

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

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

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

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

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

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

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

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

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

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

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

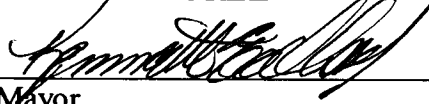
(1) **CITY:** Office of the Mayor, P.O. Box 10, Laurel, MT 59044; and

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

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

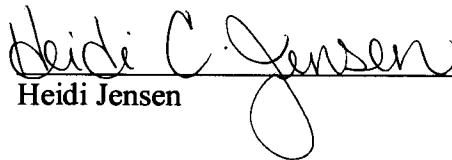
IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF LAUREL



Mayor

EMPLOYEE:



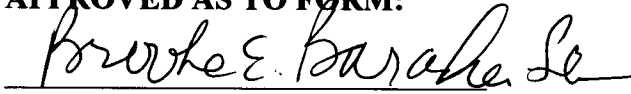
Heidi Jensen

ATTEST:



Shirley Ewan, Clerk-Treasurer

APPROVED AS TO FORM:



City Attorney

RESOLUTION NO. R18-34

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

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

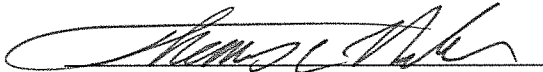
Section 1: Approval. The contract negotiated between the City's Mayor and Matthew R. Lurker, Sr. for the Chief Administrative Officer position is accepted and hereby approved. A copy is attached hereto for convenience.

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


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

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


CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:


Sam Painter Civil City Attorney

EMPLOYMENT CONTRACT

Chief Administrative Officer

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

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

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

3 **Term.**

- 3.1 The term of this contract shall be for four (4) years commencing the date the City Council approves the contract. The City Council may extend or renew the contract as desired.
- 3.2 Nothing in this contract shall prevent, limit or otherwise interfere with the authority of the Mayor to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7, Paragraphs 7.1 through 7.5, of this contract.
- 3.3 Nothing in this contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position with City, subject only to the provision set forth in Section 7, Paragraphs 7.4 and 7.6 of this contract.
- 3.4 Employee agrees to remain in the exclusive employ of City and to not accept any other employment or to become employed by any other employer unless termination is affected as hereinafter provided. The term "employ and/or employed" shall not be construed to include occasional teaching, writing, consulting or military (Reserve, National Guard, or Auxiliary) service performed on Employee's time off. Provided that, with the prior written consent of the Mayor, Employee may continue outside professional employment (i.e. family business) which shall not in any way interfere with the performance of the city CAO's duties.

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

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

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

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

7 **Termination of Employment.**

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

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

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

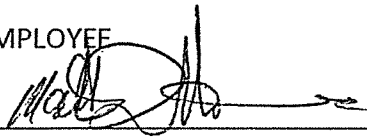
- If to CITY: Office of the Mayor, P.O. Box 10, Laurel, MT 59044; and
- If to CAO: Matthew R. Lurker Sr., 4005 Pine Cove Rd., Billings, MT 59106

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

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

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

EMPLOYEE



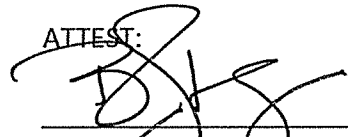
Matthew R. Lurker Sr.

CITY OF LAUREL



Tom C. Nelson, Mayor

ATTEST:



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

MINUTES OF THE CITY COUNCIL OF LAUREL

June 19, 2007

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

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

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Mary Embleton
 Sam Painter
 Jean Kerr

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

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

MINUTES:

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

CORRESPONDENCE:

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

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

PUBLIC HEARING: None.

CONSENT ITEMS:

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

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

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

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

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

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

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

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS: None.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Confirmation of Appointments.**

Laurel Airport Authority:

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

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

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

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

Board of Appeals:

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

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

Library Board:

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

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

Tree Board:

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

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

City-County Planning Board:

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

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

Cemetery Commission:

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

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

Park Board:

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

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

Ambulance Reserve Attendants:

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

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

- Ordinance No. 007-08: Ordinance amending the form of Municipal Government in the City of Laurel, County of Yellowstone, Montana. First reading.

Council Member Dickerson asked if the order of the agenda could be changed so Council Member Hotchkiss would arrive in time to discuss Ordinance No. 007-08. Since the agenda had been set, the order could not be changed.

Motion by Council Member Mace to adopt Ordinance No. 007-08, seconded by Council Member Poehls. There was no public comment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Olson stated that the process is correct.

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

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

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

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

Council Member Hotchkiss arrived at this time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Letter to the Montana Department of Transportation

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

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

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

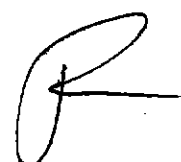
Council Member Eaton attended the Main Street USA workshop in Livingston last week. Dawn Harmon, Glenda Seabrook, and Diane Frasier also attended the meeting.

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

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

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

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



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

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

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

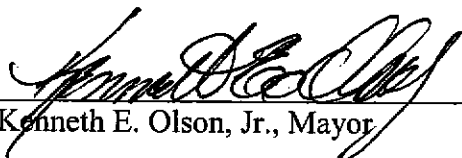
Motion by Council Member Hart to adjourn the council meeting, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

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



Cindy Allen, Secretary

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



Kenneth E. Olson, Jr., Mayor

Attest:



Mary K. Embleton, Clerk-Treasurer



City of Laurel	Job Description
Job Description Title: Chief Administrative Officer	FLSA Status: Exempt / Non Union
Accountable To: Mayor	Position Status: Regular Full-Time

Job Summary:

As defined by the City of Laurel Charter, Article III, Section 3.10, the Chief Administrative Officer, directs and coordinates administration of the City government in accordance with policies promulgated and approved by the Mayor and City Council. The Chief Administrative Officer shall directly oversee the operations and provision of services to citizens within each department of the City. He/she shall regularly perform complex work requiring significant interpretive judgment in analyzing, recommending and implementing City policy concerning fiscal matters and personnel matters. The Chief Administrative Officer shall coordinate day-to-day operational matters of all departments through the respective Department Heads. He/she shall recommend alternative courses of action and policies to the Mayor and Council for their consideration and approval.

Scope of Responsibility:

This position reports directly to the Mayor. This position directly manages and supervises the City's employees including, but not limited to, Department Heads of Public Works, Planning, Clerk/Treasurer, Police, Library, Fire, and Ambulance in accordance with policy.

Essential Duties and Responsibilities:

1. Duties Specific to Administration
 - 1.1. Confers with Department Heads in the proposed development and implementation of policies and programs.
 - 1.2. Manages and supervises Department Heads by providing sufficient direction and guidance to Department Heads, including coaching, documentation, performance evaluation and/or assessment and discipline.
 - 1.3. In association with Department Heads, manages and supervises all City employees including but not limited to development, coaching, performance evaluation and/or assessment and discipline.
 - 1.4. Makes recommendations to the Mayor regarding the termination of City employees and Department Heads.
 - 1.5. Facilitates the coordination and communication between departments and Department Heads.
 - 1.6. Works with Department Heads to ensure department goals and operations are within the City's overall mission and goals.

2. Duties Specifically Assigned by the Mayor
 - 2.1. Directs and coordinates the administration of the City government in accordance with approved policy; keeps Mayor/Council informed of all pertinent information.
 - 2.2. Assist Mayor in enforcing laws, ordinances, and resolutions as adopted by City.
 - 2.3. Reports to the Mayor on the affairs and operations of the City government.
 - 2.4. Reports to the Council as the Mayor requires.
 - 2.5. Assist Mayor in Council meetings and take part in discussion.
 - 2.6. Carry out all approved City policies.
 - 2.7. Recommend measures and actions that are in the City's best interest to the Mayor.

- 2.8. At the Mayor's direction, reviews and negotiates the terms and conditions of contracts, bonds, notes and other obligations of the City. Recommends to the Mayor for his/her approval prior to the City Council's consideration of the same.
 - 2.9. Oversees the preparation of the budget in consultation with the Clerk/Treasurer, other Department Heads, Mayor, and Council.
 - 2.10. Under the Mayor's direction, executes the budget adopted by the Council.
 - 2.11. Perform duties required by law, charter, ordinance or resolution.
3. Performs other related duties as assigned by the Mayor.

Minimum Qualifications:

- Bachelor's degree (B. A.) or equivalent in Public Administration, Business Administration, Business Management, Accounting or Finance; and/or four to ten years' related experience in City, County or local government management, business and/or operational management in the private sector, financial management in the government or private sectors required; or a combination thereof.
- Must possess a valid Montana Driver's license.
- Must be bondable.

Personal Attributes/Skills Required or Preferred:

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem-solving situations; Uses reason even when dealing with emotional topics. Ability to define problems, collect data, establish facts, and draw valid conclusions.

Team Work - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed; Recognizes accomplishments of other team members.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Inspires respect and trust; Accepts feedback from others; Provides vision and inspiration to peers and subordinates; Gives appropriate recognition to others; Displays passion and optimism; Mobilizes others to fulfill the vision.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Interpersonal - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings. Keeps the Mayor and City Council promptly informed of all matters of major importance and recommends actions with respect to such matters as may be required; Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments. Deals with the public in a manner that effectively promotes the image of the City and handles complaints tactfully but thoroughly.

Financial Analysis - Ability to read, analyze, and interpret financial reports, and legal documents.

Physical Demands & Working Conditions:

The position requires the ability to communicate orally and in writing. Duties require some limited physical movement of lifting up to 30 pounds (greater with assistance), bending, prolonged sitting, and stooping; work is performed in an office and is controllable; must be bondable; must possess a valid Montana Driver's license. Work conditions require high attention to detail and frequent deadlines with frequent interruptions.