

**RESOLUTION NO. R25-13**

**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 28<sup>th</sup> day of January 2025 by Council Member Canape.

PASSED and APPROVED by the City Council of the City of Laurel on the 28<sup>th</sup> day of January 2025.

APPROVED by the Mayor on the 28<sup>th</sup> day of January 2025.

CITY OF LAUREL


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

ATTEST:

  
\_\_\_\_\_  
Kelly Streecker, Clerk-Treasurer



APPROVED AS TO FORM:

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

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made this 28<sup>th</sup> day of January, 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 City Charter 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 City Charter and 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, renewable at the close of five (5) years, for an additional three (3) year time period, upon the recommendation of the Mayor and approval of City Council. Thereafter, this Agreement may be further renewed upon the recommendation of the Mayor and approval of City Council. No termination 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 during the first two terms, 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 Administrative 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 Laurel City Charter or the Laurel Municipal Code, or any other law.
  - B. All provisions of the City Charter, 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 1<sup>st</sup> Street  
Laurel, MT 59044

CHIEF ADMINISTRATIVE OFFICER:

Kurt Markegard  
Attn: Chief Administrative Officer  
115 West 1<sup>st</sup> 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

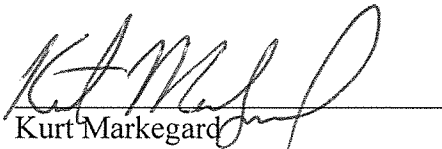
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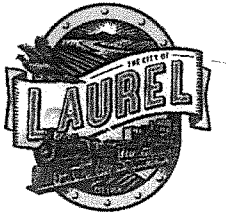
  
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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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

**CHIEF ADMINISTRATIVE OFFICER:**

  
\_\_\_\_\_  
Kurt Markegard



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|--|---|
| <b>City of Laurel</b>                                      | <b>Job Description</b>                    |
| <b>Job Description Title:</b> Chief Administrative Officer | <b>FLSA Status:</b> Exempt / Non Union    |
| <b>Accountable To:</b> Mayor                               | <b>Position Status:</b> 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.