

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, NOVEMBER 17, 2020**

A Council Workshop was held in Council Chambers and called to order by Council President Eaton at 6:30 p.m. on November 17, 2020.

COUNCIL MEMBERS PRESENT:

☒ Emelie Eaton	☒ Heidi Sparks
☒ Bruce McGee	☒ Richard Herr
☐ Scot Stokes	☒ Irv Wilke
☐ Richard Klose	☐ Don Nelson

OTHERS PRESENT:

Nick Altonaga, Planning Director
Kurt Markegard, Public Works Director
Steve Simonson, Beartooth RC&D
Joel Bertolino, Beartooth RC&D

Public Input:

There were none.

General Items:

Executive Review:

1. Resolution - A Resolution of the City Council Authorizing the submission of a Big Sky Economic Development Trust Fund Planning Project Grant Application and to Commit the Matching Funds Required by the Creating Agency.

Nick Altonaga, Planning Director, briefly reviewed the attached memo.

Council thanked the Planning Director for moving forward with this.

2. Resolution - Resolution Authorizing The Mayor To Execute An Agreement With Beartooth RC&D Economic Development District.

Steve Simonson and Joel Bertolino from Beartooth RC&D briefly reviewed their 2020 projects, see attached, which includes the trust fund grant discussed in the previous agenda item. The goal is to grow the tax base. There is the revolving loan fund. Local banks can call to help fill the gap for new business loans. That may be via a cash loan or additional collateral. It has been a useful tool. A few people in Laurel have used this fund.

Beartooth RC&D and the Planning Director are both part of the Yellowstone County Economic Recovery Team. They are working to grow businesses through this pandemic. Their voices are very important to represent voices in Yellowstone County outside of Billings. Recently received a grant, 400k of that went to Big Sky EDA to assist in economic recovery, and 100k went towards affordable housing study in a five-county radius. They are also working on a targeted industry study.

3. Resolution - Resolution Of Intent By The City Council To Adopt The 2020 City Of Laurel Growth Policy Creating A Thirty (30) Day Public Comment Period. (Public Hearing on 11.24.2020)

Nick Altonaga, Planning Director, stated that the final Growth Management Plan was included in the packet. KLJ has gone through and cleaned up this document. There will be a 30-day comment period before this plan is adopted. It has taken about a year to put all of this together.

A Council Member noted that they had read through the plan over the weekend. They wanted to recognize the Planning Director for all their hard work on this plan. It is an excellent document. A few things stood out as the next steps, creating a Capital Improvements Plan and an Annexation Plan. It was questioned what the timeline for those two plans to get started was. It was clarified that Public Works has already begun work on a Capital Improvements Plan. The Annexation Plan might come along soon if the City is awarded the grant discussed in the previous agenda item. Those things might be included in the feasibility study. It should be in the next year or so.

Council Issues

Other Items

Review of Draft Council Agendas

5. Draft Council Agenda of November 24, 2020.

There were no changes made.

Attendance at Upcoming Council Meeting

Council Member McGee will be gone from the next meeting.

Announcements

Council President Eaton read the attached memo and attached vacancy list.

The council workshop adjourned at 6:53 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Brittney Moorman", with a long horizontal flourish extending to the right.

Brittney Moorman
Administrative Assistant

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

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the City Planner

November 17, 2020

Regarding the Approval of an Application to the Big Sky Economic Development Trust Fund Planning Grant Program

Mayor and City Council,

The Planning Department and Public Works Department would like to apply to the Big Sky Economic Development Trust Fund for a Planning Grant to study the feasibility and options available to the City for extending infrastructure to the newly established West Laurel Interchange. The Planning Department, Public Works Department, and Mayor have previously met with members of Big Sky Economic Development (Big Sky EDA) and Beartooth Resource Conservation & Development (Beartooth RC&D) about possible options for scenarios to accomplish this goal.

Expanding infrastructure to the West Laurel Interchange would help to encourage annexation into the city, stimulate development, and help to expand the City. The Big Sky Trust Fund can award up to \$25,000 to eligible applicants with a 1:1 local match. The Planning Department and Public Works Department would like to apply for the Big Sky Trust Funding Planning Grant at one of the upcoming funding deadlines. These deadlines are:

- December 16, 2020
- March 17, 2021

It is anticipated that the planning grant would be used to cover staff and contractor time in studying development options, creating cost estimates, and establishing the best course of action to accomplish an expansion of infrastructure to the West Laurel Interchange. Please let me know if you have any comments, questions, or concerns regarding this request for approval. Thank you for your consideration.

Regards,

Nicholas Altonaga

Planning Director

		Est Census (as of 07/2019)	Per Capita	Base	Total	Share
		% share	Per Capita	Base Fee	Assessment	% of County
		County	(Population x .19)			Assessment
Big Horn		13,319	\$2,530.61	\$2,250.00	\$4,780.61	
Big Horn County		1/3	\$843.54	\$750.00		\$1,593.54
City of Hardin		1/3	\$843.54	\$750.00		\$1,593.54
Two Rivers Authori		1/3	\$843.54	\$750.00		\$1,593.54
Carbon		10,725	\$2,037.75	\$2,250.00	\$4,287.75	\$4,287.75
Stillwater		9,642	\$1,831.98	\$2,250.00	\$4,081.98	\$4,081.98
Sweet Grass		3,737	\$710.03	\$2,250.00	\$2,960.03	\$2,960.03
Yellowstone		161,300	\$30,647.00	\$4,500.00	\$35,147.00	
Big Sky EDA		34.00%	\$ 10,419.98	\$1,530.00		\$11,949.98
City of Billings		36.00%	\$ 11,032.92	\$1,620.00		\$12,652.92
City of Laurel		6.00%	\$ 1,838.82	\$270.00		\$2,108.82
Yellowstone County		24.00%	\$ 7,355.28	\$1,080.00		\$8,435.28
Total					\$51,257.37	\$51,257.37
<i>(Est Census Population x .19 + Base Assessment Fee) + Base Assessment Membership = Total Dues to County</i>						

A
MEMORANDUM OF UNDERSTANDING
Between
Yellowstone County Commissioners, Big Sky Economic Development Authority,
City of Billings, City of Laurel
And
Beartooth Resource Conservation & Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 202__, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity**”.

WHEREAS, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five county region. The Director’s time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials and local economic development partners from our five county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

Annual Evaluation:

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2021**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the \$70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$34,926.03**. This figure is a total of the **\$4,500.00** county fee plus **\$30,647.00** per capita formula using a population of **161,300** as per the 2019 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$11,949.98**, City of Billings- 36% or **\$12,652.92**, City of Laurel- 6% or **\$2,108.82** and Yellowstone County- 24% or **\$8,435.28**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2021, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The Entity or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D, directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D endeavors.

ARTICLE 6: WARRANTY:

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:

The Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Entity and obtained or developed by the Beartooth RC&D in connection with the work under this memorandum of understanding. The Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

ARTICLE 9: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

ARTICLE 10: COMPLIANCE WITH LAWS:

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 11: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, the District will be informed of this change at the Entity's earliest convenience.

ARTICLE 12: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 13: INDEMNIFICATION:

The Beartooth RC&D agrees to and does hereby indemnify and save the Entity, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;

2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of the Beartooth RC&D and;

3. Any fines, penalties, or other amounts assessed against the Entity by reason of the Beartooth RC&D failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D performance of the services. However, this indemnity shall not extend to claims

and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

ARTICLE 14: INSURANCE:

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the Entity for such costs which the Entity may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

ARTICLE 15: NONDISCRIMINATION:

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARITCLE 16: INDEPENDENT CONTRATOR:

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity's employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 17: ASSIGNMENT:

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

ARTICLE 18: NON-WAIVER:

Waiver by the City of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

ARTICLE 19: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

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

RC&D: Beartooth RC&D
P.O. Box 180
Joliet, MT 59041

ARTICLE 20: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF LAUREL

BEARTOOTH RC&D/EDD

Tom Nelson
Mayor

Ryan VanBallegooyen
Chairman

ATTEST: _____

Date: _____

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

DEPARTMENT

November 11, 2020

MEMORANDUM

To whom it may concern,

Due to the high rate of cases of COVID-19 in Yellowstone County and due to the nature of the difficulty of trying to maintain proper social distancing during meetings especially when the public wants to attend, all City meetings must temporarily change. Beginning today, all City public meetings will be conducted on Zoom. Public meetings will continue to be noticed as they always have, and the zoom link will be provided to all members of the public. The City Council Workshop and Business Meetings will be broadcast on the City of Laurel's Facebook page and public comments will be allowed through that medium during the Audience Participation portion of the meeting and under Public Comments under the Scheduled Matters portion of the City Council Agenda.

The City will continue utilizing virtual meetings until further notice.

Sincerely,

Thomas C. Nelson

Mayor

Board/Committee/Commission Vacancies December 2020

Meeting Name	When	Term Expiration	
Cemetery Commission	2 nd Tuesday @ 5:00 p.m.	6/30/2022	
City/County Planning Board	2 nd Wednesday @ 5:35 p.m.	6/30/2022	City Rep.
City/County Planning Board	2 nd Wednesday @ 5:35 p.m.	6/30/2022	Yellowstone County Conservation District Rep
Laurel Urban Renewal Agency	3 rd Monday @ 11:00 a.m.	12/31/2023	
Laurel Urban Renewal Agency	3 rd Monday @ 11:00 a.m.	12/31/2024	
Laurel Urban Renewal Agency	3 rd Monday @ 11:00 a.m.	12/31/2024	
Laurel Urban Renewal Agency – Advisory	3 rd Monday @ 11:00 a.m.	12/31/2024	
Park Board	1 st Thursday @ 5:30 p.m.	12/31/2022	
Park Board	1 st Thursday @ 5:30 p.m.	12/31/2024	
Police Commission	As needed	4/30/2023	
Public Works Committee	3 rd Monday @ 6:00 p.m.	No Term	
Tree Board	3 rd Tuesday @ 9:30 a.m.	6/30/2022	
Yellowstone Historic Preservation Board		12/31/2022	

The City of Laurel is accepting letters of interest from City of Laurel residents to fill positions on the following boards/committees/commissions. If interested, send your name, address, telephone number, and a brief description of your experience and/or background to:

City of Laurel
C/O: Council Secretary
P.O. Box 10
Laurel, MT 59044

Letters of interest are due by December 8, 2020, at 5:00 p.m.