



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, DECEMBER 02, 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. Mayor:** Resolution - Beartooth RC&D MOU
- 2. Finance:** Resolution - Budget Amendment

### **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. Mayor:** Resolution - Beartooth RC&D MOU

**RESOLUTION NO. R25-\_\_\_\_\_**

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND  
BETWEEN THE CITY OF LAUREL AND BEARTOOTH RESOURCE  
CONSERVATION & DEVELOPMENT AREA, INC.**

WHEREAS, the Beartooth Resource Conservation & Development Area, Inc. (hereinafter “the Beartooth RC&D”) has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (hereinafter “EDA”) as a designated Economic Development District (hereinafter “EDD”), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (hereinafter “CEDS”);

WHEREAS, the City of Laurel, as a participating entity in the District, is required to execute a Memorandum of Understanding by and between the Beartooth RC&D and the Yellowstone County Commissioners, in cooperation with the City of Billings, the City of Laurel, and Big Sky EDA; and

WHEREAS, the attached Memorandum of Understanding will be, upon approval by the City of Laurel, effective through December 31, 2026.

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

Section 1: Approval. The MOU by and between the City of Laurel and Beartooth Resource Conservation, a copy attached hereto and incorporated herein, is hereby approved.

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

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

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF LAUREL

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

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney

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# BEARTOOTH

RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.

November 16, 2025

RE: Beartooth RC&D MOU Proposed COLA increase

Dear Mayor Waggoner and the City of Laurel:

Last year, we shared with you that the Beartooth RC&D Board of Directors recommended adjusting the per capita amount charged for Economic Development services. The proposed increase was from 19 cents to 29 cents per capita for the 2026 MOU. In recognition of Yellowstone County's larger population, we suggested a smaller adjustment of 7 cents per capita, bringing Yellowstone's rate to 26 cents.

This increase is necessary to help offset expenses that have grown since our last adjustment seven years ago. Expansions to our loan and grant portfolios have significantly raised annual audit costs, while insurance premiums and new software requirements for compliance have added further burdens.

At the same time, we are mindful of the budget challenges Yellowstone County and its entities have faced this year. As your partner, we have chosen to defer the increase for one more year. The Yellowstone County MOU—shared among the County, the Cities of Billings and Laurel, and Big Sky Economic Development—will remain at 19 cents per capita for 2026. We plan to implement the increase beginning with the 2027 MOU.

Beartooth RC&D continues to leverage funding opportunities that benefit our entire five-county region and meet the needs of our communities. We remain committed to operating as efficiently as possible, and we appreciate your consideration of this adjustment. Please feel free to contact us at 406-962-3914 with any questions.

Sincerely,



Marissa Hauge, Treasurer  
Executive Board of Directors



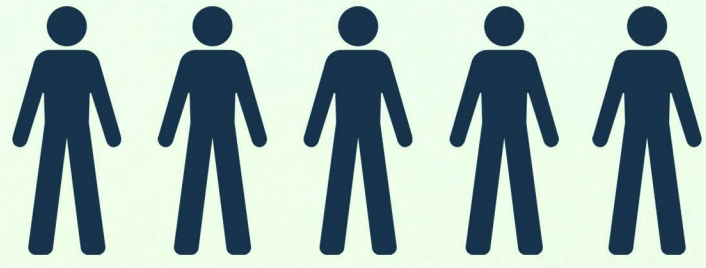
128 So. Main St.  
P. O. Box 180  
Joliet, MT 59041

PHONE 406-962-3914  
FAX 406-962-3647  
WEBSITE [www.Beartooth.org](http://www.Beartooth.org)





# MONTANA FOOD & AGRICULTURE DEVELOPMENT NETWORK



**1,101**

offered 1:1 TA and  
business consulting to  
1,101 businesses and  
individuals.

**\$28.5**  
MILLION

in secured funds for producers  
& agricultural businesses  
through private, state, or  
federal funding.



**134**

trainings ranging from food  
safety regulations and  
understanding local food  
laws to federal grant  
application strategies and  
value-added ag  
opportunities.

“The mission of the FADC network is to create stronger, more educated, agriculture focused businesses that are better positioned to access capital. By building stronger businesses we are improving the economic viability of our Montana communities.”



Funded by and in  
partnership with:

MONTANA DEPARTMENT OF  
**AGRICULTURE**



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, 2026**, 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 **the Entity** is **\$37,100.77**. This figure is a total of the **\$4,500.00** fee plus **\$32,600.77** per capita formula using a population of **171,583 x (.19)** as per the 2024 Census data. The Entity'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 **\$12,614.26**, City of Billings- 36% or **\$13,356.28**, City of Laurel- 6% or **\$2,226.05**, and Yellowstone County- 24% or **\$8,904.18**.

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 submitted for the next year's match. Entities will be billed for match funds after January 1, 2026, 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 thereunder 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 area 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 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. Upon request, 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.

#### **ARTICLE 16: INDEPENDENT CONTRACTOR:**

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 the 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 Entity 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:**

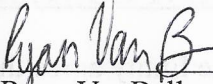
This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by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

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

**BEARTOOTH RC&D/EDD**

\_\_\_\_\_  
  
Ryan VanBallegooyen  
Chairman

**ATTEST:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**File Attachments for Item:**

**2. Finance:** Resolution - Budget Amendment

**RESOLUTION NO. R25-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL APPROVING AMENDMENTS TO  
APPROPRIATIONS AND REVENUES FOR THE CITY OF LAUREL'S FISCAL  
YEAR 2025-2026 BUDGET.**

WHEREAS, the City of Laurel (hereinafter "the City") adopted all funds revenues and appropriations for Fiscal Year 2025-2026 on August 26, 2025;

WHEREAS, it is necessary to amend certain budgets as required by Mont. Code Ann. § 7-6-4006(3) and (4); and

WHEREAS, the increase in appropriations and revenues are due to unbudgeted amounts that will be offset by a decrease in reserves.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby directs the Clerk-Treasurer to amend the budget as reflected on the attached Exhibit "A" in order to comply with Mont. Code Ann. § 7-6-4006(3) and (4); and

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of, December 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of December 2025.

APPROVED by the Mayor the \_\_\_\_\_ day of December 2025.

CITY OF LAUREL

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

ATTEST:

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



APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney

## EXHIBIT A

### Budget Amendment Fiscal Year 2025-2026

#### Fund 1000 – General Fund- Transfer

Original Appropriation	180,074.00
Amended Appropriation	<u>\$ 460,750.00</u>
Increase in Appropriation:	\$ 280,676.00

**Increase Appropriations to the Interfund Operating Transfers Out, due to purchase of a new Ambulance made through donations and the purchase of extrication gear for the Fire Department through a grant from CHS over a 3-year period.**

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#### Fund 4000 – Capital Projects- Ambulance

Original Appropriation	\$ .00
Amended Appropriation	<u>\$ 250,676.00</u>
Increase in Appropriation:	\$ 250,676.00

**Increase Appropriation in the Capital Projects account for the Ambulance Department due to unanticipated purchase of a new Ambulance.**

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#### Fund 4000 – Capital Projects- Fire Department

Original Appropriation	\$ 427,883.00
Amended Appropriation	<u>\$ 457,883.00</u>
Increase in Appropriation:	\$ 30,000.00

**Increase Appropriations due to receiving a CHS grant for the purchase of extrication gear. This grant will receive \$10,000 each year for the next three consecutive years with the city receiving the first payment in November of 2025.**

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#### Fund 4000 – Capital Projects

Original Revenues	\$ 180,074.00
Amended Revenues	<u>\$ 280,676.00</u>
Increase in Revenue:	\$ 460,750.00

**Increase Revenues to the Capital Interfund Operating from the General Fund, for the purchase of a new Ambulance and Extrication Gear.**



PO Box 909  
Laurel, MT 59044

October 21, 2025

Laurel Volunteer Fire Department  
215 W 1<sup>st</sup> Street  
Laurel, Montana 59044

Dear LVFD,

On behalf of the CHS Energy Division, we are pleased to inform you of our commitment of support to the Laurel Volunteer Fire Department in the amount of \$30,000.00 over a three-year period. Please find enclosed the first of three installments for \$10,000.00. The remaining installments will be made in the Fall of each calendar year. We appreciate all that you do for our community and wish you continued success in all your endeavors.

We have also enclosed an Acknowledgment of Gift form for you to review, sign, and return in the self-addressed stamped envelope. This is a requirement of our corporate reporting policy. Please feel free to reach out if you have any questions or concerns regarding the form.

Sincerely,

*Shane LaCasse*

Shane Lacasse  
Vice President of Refining

Enclosures