



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, NOVEMBER 22, 2022  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R22-71

NEXT ORD. NO.  
O22-07

**WELCOME . . .** By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes of November 8, 2022.

**Correspondence**

2. Beartooth RC&D Correspondence

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

**Consent Items**

**NOTICE TO THE PUBLIC**

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

3. Claims entered through November 18, 2022.
4. Approval of Payroll Register for PPE 11/13/2022 totaling \$217,635.63.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

5. Budget/Finance Committee Minutes for November 8, 2022.
6. Emergency Services Committee Minutes of September 26, 2022.
7. Emergency Services Committee Minutes of October 24, 2022.
8. Public Works Committee Minutes October 17, 2022.
9. Tree Board Minutes of October 24, 2022.

### **Audience Participation (Three-Minute Limit)**

*Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.*

### **Scheduled Matters**

- [10.](#) Appointment of Rick Musson to the Police Commission for the remainder of a three-year term ending April 30, 2024.
- [11.](#) Resolution No. R22-71: Resolution Authorizing Participation In The Board Of Investments Of The State Of Montana Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (InterCap Loan Program), Approving The Form And Terms Of The Loan Agreement And Authorizing The Execution And Delivery Of Documents Related Thereto
- [12.](#) Resolution No. R22-72: Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Beartooth Resource Conservation & Development Area, Inc.
- [13.](#) Resolution No. R22-73: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting
- [14.](#) Resolution No. R22-74: Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And The Montana Department Of Transportation For The Planning And Construction Of West Railroad Street.
- [15.](#) Ordinance No. O22-07: An Ordinance Amending Section 14.04 Of The Laurel Municipal Code Relating To The Construction Board Of Appeals For The City Of Laurel

### **Items Removed From the Consent Agenda**

### **Community Announcements (One-Minute Limit)**

*This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.*

### **Council Discussion**

*Council members may give the City Council a brief report regarding committees or groups in which they are involved.*

### **Mayor Updates**

### **Unscheduled Matters**

### **Adjournment**

**The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.**

### **DATES TO REMEMBER**

**File Attachments for Item:**

1. Approval of Minutes of November 8, 2022.

# MINUTES OF THE CITY COUNCIL OF LAUREL

NOVEMBER 8, 2022

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on November 8, 2022.

COUNCIL MEMBERS PRESENT:      Emelie Eaton              Heidi Sparks  
    Michelle Mize              Richard Herr  
    Casey Wheeler              Irv Wilke  
    Richard Klose              Bill Mountsier

COUNCIL MEMBERS ABSENT:      None

OTHER STAFF PRESENT:              Michele, Braukmann, Civil City Attorney  
    Kelly Strecker, Clerk/Treasurer  
    Brittney Moorman, Administrative Assistant

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

## MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of October 25, 2022, as presented, seconded by Council Member Eaton. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

## CORRESPONDENCE:

- Police Monthly Report – October 2022.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

## PUBLIC HEARING:

- Public Hearing: An Ordinance Amending Certain Chapters Of Title 12.18 Of The Laurel Municipal Code Relating to Special Event Permits For The City Of Laurel.

Mayor Waggoner opened the public hearing and asked Staff to present the item.

There were none.

Mayor Waggoner opened the floor for public comment and stated that copies of the rules governing the public hearing were posted in the Council chambers.

Mayor Waggoner asked three (3) times if there were any proponents. There were none.

Mayor Waggoner asked three (3) times if there were any opponents. There were none.

Mayor Waggoner stated that he would not have Staff respond to questions as there were none.

## CONSENT ITEMS:

- **Claims entered through November 4, 2022.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 10/30/2022 totaling \$210,580.86.**

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

Council Minutes of November 8, 2022

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

**CEREMONIAL CALENDAR:** None.

**REPORTS OF BOARDS AND COMMISSIONS:**

- Budget/Finance Committee Minutes of October 25, 2022.
- Tree Board Minutes of September 22, 2022.

**AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):** None.

**SCHEDULED MATTERS:**

- **Resolution No. R22-68: A Resolution Of The City Council Declaring Certain City Of Laurel Property As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors**

Motion by Council Member Eaton to approve Resolution No. R22-68, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

- **Resolution No. R22-69: A Resolution Of The City Council Authorizing The Mayor To Execute All Loan Documents By And Between Montana Board Of Investments InterCap And The City Of Laurel For The Purchase Of A Garbage Truck**

Motion by Council Member Sparks to approve Resolution No. R22-69, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

- **Resolution No. R22-70: A Resolution Of The City Council Of Intent To Increase The City Of Laurel's Solid Waste Rates And Setting A Date And Time For A Public Hearing**

Motion by Council Member Herr to approve Resolution No. R22-70, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

- **Ordinance No. O22-06: An Ordinance Amending Certain Chapters Of Title 12.18 Of The Laurel Municipal Code Relating To Special Event Permits For The City Of Laurel**

Motion by Council Member Wheeler to adopt Ordinance No. O22-06, seconded by Council Member Wilke. There was no public comment or Council discussion. A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Mountsier, Klose, Wheeler, Mize, and Eaton voted aye. Motion carried 8-0.

**ITEMS REMOVED FROM THE CONSENT AGENDA:** None.

**COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):** None.

**COUNCIL DISCUSSION:**

Yellowstone National Cemetery will be doing Wreaths Across America. This year they will need 1200 wreaths. Various youth groups will be at Ace to raise money for the wreaths. Each wreath costs \$15.

**MAYOR UPDATES:**

Tomorrow at 6:00 p.m. at the Senior Center will be the public meeting for the S. 4<sup>th</sup> Street project. The project will begin next Spring.

Construction on the lift well at the water plant will start next month.

DRAFT

Council Minutes of November 8, 2022

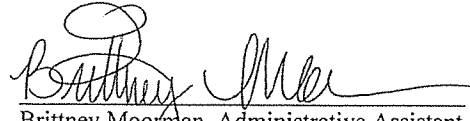
Staff is looking into the possibility of having two local artists design a license plate for the City of Laurel Parks and Public Library. This would be additional revenue for these areas.

**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

Motion by Council Member Mize 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 6:47 p.m.

  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 22<sup>nd</sup> day of November 2022.

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

Attest:

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

**File Attachments for Item:**

2. Beartooth RC&D Correspondence

## **Beartooth Resource Conservation and Development Area, Inc.**

### **Document Retention and Disposal Policy**

At all times the Beartooth document retention and disposal policy shall conform to federal and state guidelines. State and Federal program document retention guidelines shall supersede Beartooth guidelines when there is a policy conflict. Beartooth RC&D retains records as required by law and destroys them when appropriate. The destruction of records must be approved by the Executive Director or Executive Committee, and logged into the Organization's Destroyed Records Log. The formal records retention policy for records is as follows.

#### **Financial Documents / Accounting**

Beartooth will follow the record retention guidelines set forth by the accounting firm that conducts annual audits for our organization.

<b><u>Type of Document</u></b>	<b><u>Retention</u></b>
Bank Statements	3 Years
Bank Reconciliations	3 Years
Duplicate Deposit Slips	3 Years
Insurance Policies (Cancelled)	3 Years
Internal Audit Reports	3 Years
Internal Reports	3 Years
Physical Inventory Tags	3 Years
Inventories of Products/Materials/Supplies	7 Years
Garnishments	7 Years
Invoices to customers and vendors	7 Years
Notes Receivable Ledgers and Schedule	7 Years

Payroll Records and Summaries	7 Years
Purchasing Dept Copies	7 Years
Sales Records	7 Years
Subsidiary Ledgers	7 Years
Time Sheets	7 Years
Voucher Register and schedules	7 Years
Withholding Tax Statements	7 Years
Accident Reports/Settled Claims	7 Years
Accounts Payable	7 years
Accounts Receivable Ledgers	7 Years
Cancelled Checks	7 Years
Audit Reports	Permanently
Chart of Accounts	Permanently
Deeds / Mortgages / Bill of Sale	Permanently
Depreciation Schedules	Permanently
General Ledger Year-end Trial Balance	Permanently
Insurance Records, policies, claims, etc.	Permanently
Journals	Permanently
Board Minutes/Bylaws/Charters, etc	Permanently
Property records	Permanently
Retirement and pension records	Permanently

## **Revolving Loan Fund**

The Beartooth Revolving Loan Fund will follow the most restrictive records retention policy of the four entities that provided capital to the fund: US Economic Development Agency, Montana Department of Commerce CDBG, Montana Board of Investments, and USDA Intermediary Relending Program.

EDA guidelines have a three-year retention requirement.

<b><u>Type of Document</u></b>	<b><u>Retention</u></b>
Denied Applications	3 Years
Disclosure Records	3 Years
Collateral Pledge Agreement	3 Years after Account Closed
Annual Financial Report	7 Years After Account Closed
Approved Applications	7 Years After Account Closed
Borrowers Financial Statements	7 Years After Account Closed
Correspondence	7 Years After Account Closed
Credit Files	7 Years After Account Closed
Disbursement Vouchers	7 Years After Account Closed
Loan Committee Minutes	7 Years After Account Closed
Notes (Paid)	7 Years After Account Closed
Participation Agreement	7 Years After Account Closed
 <u>Pledge Agreement</u>	 7 Years
Repossession Log and Records	7 Years
Transaction Journal	7 Years
Trial Balance	7 Years

Contracts/Mortgages/Notes/Leases Exp.	7 Years
<u>Bankruptcy Notices</u>	Permanently
Charged off Records	Permanently
Judgments	Permanently
Contracts/Mortgages/Notes/Leases, active	Permanently

## **Human Resources**

<b><u>Type of Document</u></b>	<b><u>Retention</u></b>
Employment Applications	3 Years
Expense Analysis/Expense Distribution Schedule	7 years
Personnel Records (terminated)	7 Years

## **Correspondence**

<b><u>Type of Document</u></b>	<b><u>Retention</u></b>
General	2 Years
Routine with Clients and Vendors	2 years
Legal Matters	Permanently

## **Program and Project Documents**

All program and project documents including timesheets not covered by the RLF policy or the Financial Documents policy above, relating to funding sources and personnel will be held for six years at which time they will be purged. The general information generated by projects will be assessed based on its relevance for disposal. This policy can only be superseded by state or federal funding agencies directly funding program and project activities.



## BEARTOOTH RC&D AREA, INC. FINANCIAL POLICY

As our organization evaluates the need for sufficient levels of liability insurance and bonding to cover employee and board dishonesty, it is necessary to assess the risks involved before determining any amounts for coverage. The following information is a summary of financial activities that take place among various programs at Beartooth RC&D.

- **Beartooth Operations Accounts: checking and savings**
  - ✓ Annual Budget approved by Board of Directors
  - ✓ Executive Committee (ExCo) Treasurer or Chairman single signatories; only ones authorized to contact bank aside from Finance Director
  - ✓ Statements balanced monthly by Finance Director; approved by Executive Director and Board of Directors
  - ✓ Copy of every signed check goes to Treasurer
  - ✓ Staff authorized to prepare checks, review account information, and transfer funds between accounts, prepare financials
  - ✓ Executive Director can authorize expenses up to \$1500; others approved by ExCo
  - ✓ Financials reviewed and approved by Board of Directors at regular meetings
- **Revolving Loan Fund Accounts: four money market accounts**
  - ✓ Loan withdrawals approved by RLF Board
  - ✓ Actual advances must be requested by member of ExCo
  - ✓ All account activity must be authorized by ExCo
  - ✓ Financials reviewed and approved by RLF Board
  - ✓ Staff prepares financials, balances bank statements monthly (approved by office mgr.)
  - ✓ Loan activity reports presented to Board of Directors for review at regular meetings
- **Beartooth Foundation: through the Montana Community Foundation**
  - ✓ Staff tracks account balance through quarterly reports
  - ✓ Withdrawals/deposits/correspondence must be requested by Chairman
  - ✓ Only 7.5% of funds can be withdrawn per year without penalty

Decisions regarding coverage amounts should be risk/exposure based. The goal is to mitigate risk and exposure through fiscal policies, thereby reducing the need for large policy amounts.

Existing Coverage: Trustee Dishonesty Bond -- \$50,000

**517 West 1st Ave, Big Timber, MT**



1:00 pm	<p><b><u>Meeting Called to Order</u></b></p> <p><b>Pledge of Allegiance, Introduction of Members and Guests</b></p> <p><b>Review Board Minutes</b></p> <p><b><u>Congressional Updates</u></b>          Josiah Porcel (Sen. Tester)          Tory Kolkhorst (Sen. Daines)          Emily Schneller (Rep. Rosendale)</p> <p><b><u>Treasurer/Financial Reports</u></b>          1. Treasurer Update          2. RC&amp;D Financials          3. RLF Financials          4. Resolution for USDA RMAP Grant</p> <p>Whistleblower Policy Review          Document Destruction Policy Review          Financial Policy Review</p> <p><b><u>Staff Reports – Program/Project updates</u></b>          1. Food/Ag Program – Joel Bertolino          2. Revolving Loan Fund – Nan Knight          3. Economic Development/ CRDC – Jacy Head          4. Operations Support- Myrna Lastusky</p> <p><b><u>Regional Roundup</u></b> – <i>News and updates from regional members on projects and activities in key CEDS categories....          (see topics on next page)</i></p> <p><b>Optional Tour of New England Chowder Co-60 Big Timber Loop</b></p> <p><b><u>Next Beartooth RC&amp;D Area, Inc. Board of Directors Meeting</u></b>  <i>January 19th, 2022- Rock 31 Billings, MT</i></p> <p><b>Adjourn</b></p>	<p>Chair</p> <p>Chair, All</p> <p>Chair, All</p> <p></p> <p>Knight</p> <p>Bertolino Bertolino Bertolino</p> <p></p> <p>Bertolino Knight Head Lastusky</p> <p>Roe et al</p>	<p></p> <p>Action</p> <p>Information</p> <p>Information Action Action Action</p> <p>Action Action Action</p> <p>Information Information Information Information</p> <p>Information</p> <p>Information</p>
2:30 PM			Information

## Regional Roundup

## CEDS SWOT

Our goals for the Roundup are to find out what's happening in the area, keep the conversations focused, inform the others attending the meeting, and to tie it all back to and reinforce the importance of the CEDS. Please help us identify the projects in their area that fit into our CEDS categories:

- Infrastructure
  - Housing
  - Transportation
  - Broadband
- Economy
  - Upturns or downturns in industry sectors
  - New business openings (or closures)
- Communication
  - Marketing and outreach
- Services
  - Health care
- Natural Resources
  - Agriculture
  - Energy
- Human Capital
  - Workforce
  - Education

NOTES:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

## Beartooth RC&D Area, Inc. Board of Director's Meeting MINUTES Sept 15, 2022

1:00 pm	<b><u>Meeting Called to Order</u></b>	Chair	
	<b>Pledge of Allegiance, Introduction of Members and Guests</b>	Chair, All	
	<b>Lunch</b>		
	<b>Review July Board Minutes</b>	Chair, All	Action
	<b><u>Congressional Updates</u></b> Josiah Porcel (Sen. Tester) Tory Kolkhorst (Sen. Daines) Emily Schneller (Rep. Rosendale)		Information
	<b><u>Treasurer/Financial Reports</u></b> 5. Treasurer Update 6. RC&D Financials 7. RLF Financials		Information Action Action
	USDA RMAP CEDS Resolution	Knight Head, Lastusky	Action Information
	<b><u>Staff Reports – Program/Project updates</u></b> 5. Food/Ag Program – Joel Bertolino 6. Revolving Loan Fund – Nan Knight 7. Economic Development/ CRDC – Jacy Head 8. Operations Support- Myrna Lastusky	Bertolino Knight Head Lastusky	Information Information Information Information
	<b><u>Regional Roundup</u></b> – <i>News and updates from regional members on projects and activities in key CEDS categories.... (see topics on next page)</i>	Roe et al	Information
	<b><u>Optional Tour of the Old Red Lodge Pea Cannery Building</u></b>		
	<b><u>Next Beartooth RC&amp;D Area, Inc. Board of Directors Meeting</u></b>		Information
2:30 PM	<b>November 17th, 2022 Big Timber, MT</b>		
	<b>Adjourn</b>		

**Beartooth RC&D  
Board Meeting Minutes  
September 21, 2022 – 12:30 pm  
Beartooth RC&D**

**Members Present:**

Ryan Van Ballegooyen, Billings Job Service  
Joel Bertolino, BRCD  
Nan Knight, BRCD  
Jacy Head, BRCD  
Myrna Lastusky, BRCD  
Tina Toyne, Big Horn County EDD  
Commissioner Sidney Fitzpatrick, Big Horn County  
Danny Choriki, Billings City Council - Zoom  
Dan Lowe, Big Horn County Conservation District  
Don Jones, Yellowstone County  
Heidi Sparks, Laurel City Council - Zoom  
Barb Wagner, Yellowstone Conservation District  
Commissioner Bill Bullock Carbon County  
Lorene Hintz, SBA  
Commissioner Melanie Roe, Sweet Grass County

**Meeting Called to Order:** Board Chairman Ryan Van Ballegooyen

**Pledge of Allegiance, Introduction of Members and Guests**

**Review July Board Minutes (Action):** Melanie Roe motioned to approve. Don Jones seconded. **Motion passed.**

**Congressional Updates: NONE PRESENT**

**Treasurer/Financial Reports (Nan Knight)**

1. **Treasurer Update – p. 14-17**
2. **Budget – p. 17**
  - On budget – contractual expenses passing through EDA are just a bit over.
3. **RC&D Financials (Action) – see above and p. 17**
  - Nan commented on the fact that it always seems like audit time!
  - Dan: What about the ones that are over budget in the contractual. Is this a concern?
    - Nan: In the beginning of December when we do the budget, I put down \$7500, not knowing exactly how many loans will come in. Nan exceeded the expectation on what she might bring in on revenue. So that's a good thing! If it were expenses, that's an issue, but the income side is good if it's over.
    - The contractual expense discrepancy means as grants come in (e.g. Tina's USDA grant), money comes through our program that we pay out. We received most of the CARES Act money in 2021, but we are still paying out that money. That's why it shows a negative because of *when* we actually pay the money out.
    - Custer-Gallatin Working Group – we KNOW what the pass through money will be, so that's easy. Others Nan has to guesstimate at the start of the fiscal year.

#### 4. RLF Financials (Action)

- Annual audit underway. Should get back in next month.
- One outstanding RLF loan. 1. 17 active loans, and 100% of them are up to date.
- Available money to lend is \$300,000 – cumulative for all 4 RLF accounts
- Don Jones asked about the staff reimbursement – Nan said it's just a safety net if staff reimbursement is needed. We don't typically pull money out of there because it's there to help businesses.
- **Motion to approve all financials – Barb motioned to approve; Melanie seconded. Motion passed.**

#### USDA RMAP (Nan)

- The state just came out with some new programs for funding sources. BRCD was approved to be involved in the SSBCI 2.0 program – a lender participation. We'll work with financial institutions. No need to past through the Board because it's all grant money. We're still weeding through the details because the State just got the money.
- Nan really wants to do the RMAP program - could do microloans up to \$50K. 25% match that businesses would be required to put down. 10-year term at low interest rates. Can consolidate debt if needed for any reason. Some great pros to the program. If we apply for the RMAP grant, we can also apply for the Technical Assistance portion to host trainings for whatever is needed. We'd be able to bring in trainers and help the entire region. Nan needs the Board to approve for her to apply for this and if it's approved, she will also need letters of support.
  - Ryan asked if there is an admin fee we get? Nan said it would be a 10% admin fee. 1% loan origination fee. The trainings part is a grant of \$25K / year. So when we're doing QuickBooks trainings or seminars or whatever is needed, it would pay for all of it.
  - **Action: Dan moved to approve the application to RMAP as well as the TA grant; Melanie seconded. Motion passed.**
  - Dan said it's great to spread our wings and help more people.
  - Ryan said anytime we can get an admin fee, that helps BRCD too.
  - Application is due Sept. 30<sup>th</sup>. UPDATE: Beartooth decided to apply in December due to the time the application will take.

#### CEDS Resolution (Jacy, Myrna)

- CEDS is pretty much ready to go and we just need a resolution from the Board to accept it. It will be submitted Sept. 30<sup>th</sup> to EDA and we will maintain our EDD status.
- **ACTION: Don motioned to approve to accept; Melanie seconded. Motion carried.**

#### STAFF REPORTS

##### Joel – Food & Ag

- Face-to-face meeting in Helena on 27<sup>th</sup> and 28<sup>th</sup>.
- Thanks to Danny Choriki who spent time at BRCD to discuss some programs
- See the Document Retention and Disposal Policy – Joel got the template from Bearpaw EDD and worked off that. If anyone has comments on things that need to be added or changed, let him know. It will be on the next agenda for approval and adoption, so 2 months to look it over.
- New England Chowder Co. – Deadline for GTA was this Monday, but they decided not to apply.
- Bio-Economy Solutions: Have tried to make contact, but haven't heard back. They did purchase the property in Big Horn County.
- Oswald Farms – haven't heard if they received VAPG. They did put in a GTA grant application.
- Meadowlark Brewing – fully operational now.
- Ranch House Meats: Received VAPG grant. They have large expansion plans for Billings facility. Listing/selling plant in Miles City to be all in Yellowstone County.

- Vista Ridge Montana – put in GTA grant. Small ag operation in Huntley area.
- Greycliff Mill: Talking to them about GTA funding and did a site visit with Lane and Nan. Huge difference since last November (new constructions/improvements).
  - Joel said they try to produce as much right there as possible – cheese, underground greenhouse, fruits to sell fresh or make jams.
  - Melanie: 80-foot tunnel. Some stuff in their greenhouse fried in the heat this summer. They need fencing to keep out deer.
  - Joel: They have berries, buffalo, looking at getting cattle and processing it, already do the Mill and other stuff.
  - Nan: They don't have the cheese there yet, but it's ready for it – kind of like a bunker and can see the Yellowstone River from underground.
- Don: Montana Pure – is that the Miles City operation?
  - YES, they showed Joel plans last fall on expansion. They are having some water issues and are looking into a different building.
- Blue Creek Marbled Beef and Yellowstone Valley Farms – staying in contact
- Carbon County Meats: Looking to expand to something larger.
- Primitive Meats: Still on hold for expansion plans due to construction costs.
- Yellowstone Valley Food Hub: Haven't checked in for a while.
- 406 Bovine: Moved base of operations to TX where he will launch his app for cattle facial recognition – geared toward larger feedlots.
- Pioneer Meats: Ongoing.
- Becky's Berries: Becky has some new ideas and is looking at new funding opportunities.
- Prime Meats/Lamont Herman: Retail outlet in Heights for Prime Meats and looking at some potential funding sources to expand – equipment, coolers, etc. Joel hadn't heard from him for a while, but he just called yesterday to discuss.
  - Don asked if that's the place in the Heights that is kind of like a drive-through.
  - Commissioner Bullock asked if Carbon County Meats found a spot outside of town? Joel hasn't heard yet.
  - Dan: Do we have any loan involvements in the FADC projects? NO, most is State funding and FADC.
  - Melanie: What is the custom exempt part? JOEL: Something about producing but not retailing it.
  - Don: Has Melissa Oswald started building? YES, mostly complete but still looking for some equipment. Not sure of the size, but Joel will be visiting soon. She intends to retail her own stuff but also other local Montana products.

## **Nan – RLF (See above notes from Nan's report)**

### **Jacy – Economic Development**

- EDA Cares Act: Grant contract has ended. Myrna and Jacy are wrapping up to get final reports from Deb Brown and Cushing Terrell. Will be finishing final report in Oct.
- BSTF:
  - Stillwater: recently met with KLJ, the engineers, and met with Stephanie Ray. Moving forward and have selected 2 possible sites to consider. Will know more in next month or so.
  - 2 new potential BSTF clients
    - 1 in Carbon – Job Creation – probably will be submitted in Dec. or March.
    - 1 in Sweet Grass – Planning grant - to be submitted in Dec. quarter.
- USDA RCDI Grant:
  - Tina is still with us and just received her first Coal Board grant for \$608,000.
    - Tina: for 2 new graders for the Roads Dept. The County is supporting that with 20% of costs.
    - Jacy and Tina are working together on different grant opportunities.
- CEDS – pretty much complete and will be submitted Sept. 30<sup>th</sup>.
  - Also working with Joel Adkins – Valley Printers in Joliet – to print the docs.
- Next October reports due:

- USDA RCDI Quarter 3 report
  - Minor hiccup with Qtr 2 report – got it all ironed out with USDA
- CRDC Quarter 3 report
- EDA PPG report
- EDA CARES Act final report
- BSTF Quarter 3 report
- Helping Hands Food Bank in Hardin – Phase II assessment and cleanup will take place in the upcoming months.
  - Jacy mentioned that both Nan and Myrna have been working with her on several projects.
  - This will be going through EPA.
- Annual CRDC meeting – attended in August and will be attending again in November.
- Community-wide Brownfield Assessment Grant
  - Currently pursuing this opportunity.
  - Most likely it will just be Carbon, Big Horn, Stillwater, and Sweet Grass. Possibly rural Yellowstone County will be included.
  - Due Nov. 22<sup>nd</sup> and going through EPA. If we are given the max amount of \$500K, we can do assessments like the Phase I and Phase II assessments. Can incorporate cost of cleanup, planning costs, etc. with this funding.
  - Jacy is getting Tina involved because Big Horn County could really benefit from some of the cleanup efforts. Carbon, Stillwater, and Sweet Grass could also benefit especially due to flooding.
  - Dan: Do you have any sites identified?
    - Nan/Jacy: Yes, we've been working on this for a few months.
    - Jacy discussed TetraTech's involvement in helping us. Flooded areas can definitely benefit from this.
      - Dan: Yes, a lot of former gas stations and other areas were contaminated.
      - Jacy: Yes, we can identify storage gas/oil tanks that have been forgotten and contaminating the soil.
      - Dan: Some will be abated by time, but much of it just sits there and contaminates.
    - Jacy: Massive collaborative effort. Will be reaching out to commissioners to identify sites. We are currently in the initial research phase.
      - Dan: Flooding can bring up a lot of problems that aren't immediately obvious.
- Carbon County Historical Society: Looking to redevelop 2<sup>nd</sup> and 3<sup>rd</sup> stories. Working with them on how best to pursue that effort. Working with High Plains Architects, too.
- EDA EDD Peer Review – reviewing Eastern Plains Economic Development and they will review us. This review will take place in October, and we are fortunate that we can do this in our area. EPEDC is in Baker, MT, and we will likely do this via Zoom.
- EIG/EDA case study for Big Horn County – Economic Innovation Group were contracted by EDA for a poverty case study. Draft is complete and final deliverable will be in December.
- Meeting with Angie Martinez and Aaron Pratt – Nan and Jacy met with them to discuss what we are seeing on the ground in our region. They suggested some next steps for us.
- We just won a new USDA RD grant - \$135,000 for RCDI in Red Lodge (RLACF). Angela Getchell is the Workforce Housing Manager in Red Lodge and the grant will add some assistance to her role and get her qualified to do the 504s and actual housing loan packaging. They MIGHT create another entity that would be separate from the community foundation. Grant will pay for staffing and continuing on the vision of the Workforce Housing Committee.

### **Myrna – Operations Support**

- Renewed SAM registration – this allows us to apply for federal grants.
- Social media updates – reminder to share our posts, like/follow our page, send relevant info to Myrna to share.
- Website updates – hoping to get more new info up in the next few weeks.
- CEDS document – putting the final details in and getting ready to submit and print. CEDS will be available on our website on Sept. 30<sup>th</sup> and we will get hard copies to our partners sometime in Oct.
- Bozeman Trail – mapping work continues, meeting in early October with the 4 main mappers. Working toward

eventually having an app where you can click on a location and read information, see pictures, etc. Also trying to get more signage up in prime locations as well as possible signage to show that a traveler is on the Bozeman Trail (like the Lewis & Clark signs).

- Coming up:
  - Communicating with counties and cities to set up our MOUs and Annual Project Updates.
  - Completing final report for CARES Act as well as quarterly reports in October.

**Regional Roundup:** News and updates from regional members on projects and activities in key CEDS categories (Infrastructure, Economy, Communication, Services, Natural Resources, Human Capital).

**Commissioner Don Jones, Yellowstone County:**

- Kudos to Barb on their work on the Yellowstone River. Interesting to see damage done this year – for example, there is a shed sitting on the banks that we have to do something with.
  - Barb: There is a bunch of stuff causing electrical problems.
  - Don: Wheat fields growing up to the sides and farmers who didn't realize they were farming right up to the river (a cliff now).
- Metra: Getting proposals in on Sept. 20 and going through process. Interesting to see how it all turns out.
- BSED made their move – Lorene can talk about that:
  - Lorene: Grand opening was on Sept. 8<sup>th</sup>. Lorene wasn't there, either, due to a conference in San Diego. But it was great – Ryan is the manager of the entrepreneur space, and he would love to give anyone a tour. All of our office spaces are rented out – 12 dedicated desks and only 2 left. There is also shared workspace, and that can be rented for a day, a week, a month . . . Also a big training room anyone can rent (\$50/hour for min of 2 hours) – open to the public, so you just need to verify that it's available for your time slot. Had board meeting in that space this morning. We've been talking about this site for a LONG time, so it's super exciting to finally be in. Kevin did a great job – started a Founders Group and they meet weekly. A lot of them decided they want an office space, then they brought in more people. Great word of mouth has contributed to the success. We should have our next BRCD board meeting there!
  - Don has heard great reviews.

**Barb Wagner, Yellowstone County Conservation District**

- Sponsor the Nile and bus in kids – middle of October
- Fly Creek - working with Big Horn County and DNRC on groundwater grant to monitor and have stats.
  - Severe salinity problem with cattle dying, etc.
- 310s – inspected Clarks Fork and addressed flooding issues there. ON the river the damage is massive.
- Salt cedar – we've partnered with Rocky Mountain College (RMC) and their education department to monitor and have data available.
- Financially sponsor the Yellowstone River cleanups, along with lots of other efforts that Rocky is doing – 99 miles of Yellowstone River.
- Working with Billings to do an education center in the reservoir area.
- Beginning planning sessions for legislative sessions coming up. Last year we got Lake Elmo funds. Busy times!

**Tina Toyne/ Commissioner Sidney Fitzpatrick:**

- Tina and Sidney were talking on way up here about all the great support she's gotten from BRCD, commissioners, and City of Hardin.
- Nursing Home closed – commissioners are working on next steps for that building. Assisted Living apartments – did leases with those residents.
  - Admin Asst. purchased ovens yesterday because many apartments didn't have regular apartment appliances.
  - Sidney: Traveling nurses are already coming in to take the spots. People are lining up for those apartments. We're sad it closed, but we have to move on and make good use of it. Our big hiccup is moving the Council of Aging over there.

- Lorene: Where are the people from the nursing home? They got farmed out to other places.
  - Tina: We had 10 beds available in swing part of hospital and used those, but some went to several other locations across the state.
  - Sidney: Medicaid rate is the issue because many traveling nurses make more than attorneys.
    - Lorene: Why are the traveling nurse rates so high?
    - Sidney: Demand.
    - Bill: Have traveling nurses for hospital, but the scheduling and the pay is the worst part.
    - Ryan: The more traveling nurses you get, the worse your culture is. Bad for morale. They get premium shifts, better pay, etc.
- In August Tina attended Big Sky Passenger Rail conference– it is a national effort, and we need to get ready as communities for this to take place. It will be a long road and take quite a few years to happen. Resolution passed by commissioners to become part of the Big Sky Rail.
- Received Coal Board grant.
- Sidney: My old meat cutter and his son have purchased the old Bud’s Meat Market in Hardin. So Jonny and his stepson are opening it up and already cutting venison for the bow hunters. We’re proud of them and excited for them.

### **Lorene, SBA**

- See previous comments (under Commissioner Jones) on BSSED’s grand opening.
- Working in Yellowstone County on some job creation grants (BSTF). Some through COVID have been extended. Some are closing in October. Trying to drawdown as much money on jobs as possible before they close. Some thought they would create 80 jobs, but Covid made everything interesting and not all those jobs were created. Quarterly reports are always fun!
  - Sidney mentioned that an architect made designs (for Big Horn County’s in-kind contribution) for Helping Hands project. Hoping to get more funds for Helping Hands. That building feeds a LOT of people!
    - Nan: Their ideas for that small space are amazing.
    - Sidney: They put out 500 elderly food boxes each month.
    - Schutz Foss in Billings are the architects.
- Don: Added the Metra plant to his mentions. After proposals, will do an evaluation and see what they can do. Will decide if we want a private company to manage it or seek resumes for a general manager. Coke has started their new production facility – not sure where they will find employees. It’s on the frontage road and they are moving very fast. Giant parking lot for turnarounds.
  - Nan said that for Cenex, it’s \$350,000 just for the parking lot for temporary parking/turnaround.
- Joel: Lorene and Kayla joined me for a tour in Huntley, too – at the MillerCoors facility.
  - Lorene: We really appreciate Joel inviting us on these tours.

### **Dan Lowe, Big Horn County Conservation District**

- A few 310 permits to look at.
- We’ve been blessed to NOT have flooding in our county – sorry for all the others.
- Sometimes things we work on seem to come to a dead end. Aquatic Check Stations have been a learning curve, and we’re looking at a 3<sup>rd</sup> one over on Tongue River. We’re finding invasive mussels and trying to find ways to keep them out of our waterways.
- Dan ended with a story about a Tyrant, a farmer’s daughter, and 2 stones. Great story! ☺

### **Ryan Van Ballegooyen, Billings Job Service**

- We don’t need more jobs; we need more people. Depending on the county, there are 3 or 4 jobs for each person seeking; in some there are 11 jobs for each seeker. Those who work with employers need to ask, “Am I a commodity as an employer?” It’s an employee’s market, so you must connect with the employees in some way – give workers options like work from home, flexible hours, etc. Look at how you are posting your jobs (e.g. “Will train” is important to include if that’s an option). Also need to retain who you have, so re-examine your employee manual.

- Lorene: I visited with a man who owns a welding shop with 28 employees. They are trained at the college and told they will make \$35/hour. But this man can only pay \$17/hour. So he's taking kids who may not be able to go to school and training them and paying them.
- Ryan: Apprenticeship is the way to go – the rest of the world is better at this than U.S. It's a great training model. Invest in workers and they stay loyal.
  - Sidney: 5 days per week for young employees is in the past. They want 3-day weekends.
  - Ryan: Europe has gone to 36-hour work weeks. Showing that there is no decrease in profitability or wages. The world is changing whether or not we like it.
  - Melanie: Places like farms can't work a 9-hour day 4 days per week.
  - Lorene: Depends on the job whether or not they can work remotely.
  - Don: Bachelor's vs Associate's vs Master's degree. Some have the mentality that more education makes for a better employee.
  - Ryan: Elon Musk said, "We might hire you *despite* your MBA." ☺
  - Don: Youth Services Center had a hard time getting workers in. They realized they had "counselor" in the job description. When they took that out, they got many more applications.

#### **Commissioner Bill Bullock, Carbon County:**

- Flood recovery is ongoing. Tried to offset the flooding issues with tourism and economic recovery.
- Cedarwood Villa closed – was a significant resource in our county. Most went to Billings. Want to consolidate our county facilities into one building. Put a bid in on the former Cedarwood Villa building.
- Irrigation portion of flooding can't be overstated. Irrigation systems were annihilated.
- Influx of people – unprecedented growth in housing, septic tank approvals. Prior to Covid, it was in the range of 45-54 rural houses developed/year. Now it's 200-280 each year just outside of city limits.
- Trying to get transportation system up and running with bridges and roads. East Rosebud will probably be decades before it's navigable.
- Amount of material carried in the flood (aside from bridges, trees, etc) elevated the flow of creek 3-5 feet. So ability to sustain another flood is severely jeopardized. Need to mine out all the drainages to avoid future floods. Lots of heavy equipment, lots of surveyors . . .
- Yodeler Motel was heavily impacted as well as so many others. The region that was impacted is vast.
- Bridges: lost 3; 14 more impacted. The problem is staggering.
  - Don: Created new channels?
  - Bill: Imagine the main channel building and then going to the side in side channels. Historically, THIS is the valley between the east and west benches. One place is pumping 1000 gals/day out of basement because it recharged a spring on their property.
  - Rechannelization – the creek is often 100 yards from irrigation headgates now. One 5,000-acre piece of land hasn't had any water since June.
- Red Lodge isn't annexing anything in because they don't have the capacity right now.
- Melanie: Houses being built – expensive or workforce housing??
  - Bill: Newest development on Brewery Hill – baseline is \$400K and that's one of the more affordable. We asked Red Lodge Workforce Housing to look at the property we'd designated for the detention facility, and that's probably the most convenient place for infrastructure. Affordable housing will never be affordable here.
- Don asked about the detention center. Yellowstone County can't find employees to staff theirs.

**Optional Tour of the Old Red Lodge Pea Cannery Building** – partially done by Brownfields and Big Sky Trust Fund grants. The owners, the Paynes, are allowing us to tour it. They are artists from New York. Part of the building will be an art gallery, studio, coffee shop, and book store. They are working with High Plains Architects. Roxy Payne, the owner/artist, builds giant trees out of metal.

**Next Beartooth RC&D Area, Inc. Board of Directors Meeting:** November 17, 2022 in Big Timber

**Meeting adjourned at 2:54 pm.**

## Revolving Loan Fund Books- August, 2022

### Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loaned out</u>	
Big Horn	2	\$175,965.61	
Stillwater	1	\$151,827.42	
Yellowstone	10	\$708,758.02	
Carbon	2	\$207,361.24	
<u>Sweet Grass</u>	<u>2</u>	<u>\$164,440.86</u>	Total:
17		\$1,408,353.15	

- Annual Audit is under way
- Participating in the SSBCI 2.0 State RLF program/ Looking into RMAP funding
- Lots of RLF active, hesitation with the rising interest rates

### Bank Balances as of August 31, 2022      Total available for lending

Bank of Joliet- EDA	\$95,864.69	\$95,864.69
Bank of Joliet-CDBG	\$53,791.50	\$53,791.50
Bank of Joliet- IRP	\$179,054.34	\$129,054.34
Bank of Joliet-Fromberg	\$31,277.51	<u>\$31,277.51</u>
		\$309,988.04

## Beartooth Books- Reporting Ending August 2022

	<u>Budgeted</u>	<u>Actual</u>	<u>% of budgeted</u>
<b>Income</b>			
AG-FOOD AND AG CENTER	45,000	33,706	74.90%
AG-MCDC	500		0.00%
SPECIALTY CROP BLOCK	40,000	8,372	0.00%
BOARD - EDA SPONSOR DUES	56,979	46,810	82.15%
BOARD-INTEREST INCOME	400	83	20.65%
BOARD-FOUNDATION MONEY	3,300	3,529	106.94%
RLF-STAFF REIMBURSE	18,000		0.00%
RLF-ORIG FEES	5,000	6,152	123.03%
CRDC	71,000	53,883	75.89%
MISC- GRANT ADMIN\$	12,750	1,904	14.93%
EDA- GRANT	70,000	35,000	0.00%
EDA- CARES	100,000	100,000	0.00%
NOT BUDGED INCOME			0.00%
<b>TOTAL INCOME</b>	<b>422,929</b>	<b>289,438</b>	<b>68.44%</b>

<b>Expense</b>			
TOTAL STAFF EXPENSE	233,104	153,179	65.71%
COMMUNICATIONS	6,000	5,113	85.21%
EQUIPMENT & VEHICLE	8,520	5,593	65.64%
CONTRACTUAL	20,000	173,066	865.33%
SUPPLIES	12,900	6,296	48.80%
TRAVEL	11,080	1,835	16.56%
OTHER	10,420	11,071	106.25%
RESERVE	-		
<b>EXPENSE TOTAL</b>	<b>302,024</b>	<b>356,154</b>	<b>117.92%</b>

### Account Balances

Bank of Joliet-Building Account	\$4,477.99
Bank of Joliet- Savings Account	\$64,668.87
Bank of Joliet- Checking Account	\$145,236.98

## Revolving Loan Fund Books- October, 2022

### Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loaned out</u>	
Big Horn	2	\$183,884.44	
Stillwater	1	\$150,774.08	
Yellowstone	10	\$738,295.63	
Carbon	2	\$226,602.46	
<u>Sweet Grass</u>	<u>2</u>	<u>\$162,099.30</u>	Total:
17		\$1,461,655.91	

- Participating in the SSBCI 2.0 State RLF program talking with Bankers
- Working on RMAP Grant
- Lots of RLF active, hesitation with the rising interest rates

### Bank Balances as of October, 31, 2022    Total available for lending

Bank of Joliet- EDA	\$96,182.97	\$96,182.97
Bank of Joliet-CDBG	\$67,346.31	\$67,346.31
Bank of Joliet- IRP	\$186,431.57	\$146,431.57
Bank of Joliet-Fromberg	\$31,302.79	<u>\$31,302.79</u>
		\$ 341,260.64

## Beartooth Books- Reporting Ending October 2022

	<u>Budgeted</u>	<u>Actual</u>	<u>% of budgeted</u>
<b>Income</b>			
AG-FOOD AND AG CENTER	45,000	33,706	74.90%
AG-MCDC	500		0.00%
SPECIALTY CROP BLOCK	40,000	16,477	0.00%
BOARD - EDA SPONSOR DUES	56,979	59,442	104.32%
BOARD-INTEREST INCOME	400	140	34.89%
BOARD-FOUNDATION MONEY	3,300	3,529	106.94%
RLF-STAFF REIMBURSE	18,000		0.00%
RLF-ORIG FEES	5,000	6,125	122.50%
CRDC	71,000	53,883	75.89%
MISC- GRANT ADMIN\$	12,750	1,904	14.93%
EDA- GRANT	70,000	70,000	0.00%
EDA- CARES	100,000	100,000	0.00%
NOT BUDGED INCOME			0.00%
<b>TOTAL INCOME</b>	<b>422,929</b>	<b>345,206</b>	<b>81.62%</b>

<b>Expense</b>			
TOTAL STAFF EXPENSE	233,104	192,742	82.68%
COMMUNICATIONS	6,000	6,450	107.49%
EQUIPMENT & VEHICLE	8,520	7,235	84.91%
CONTRACTUAL	20,000	181,799	908.99%
SUPPLIES	12,900	6,795	52.67%
TRAVEL	11,080	3,321	29.98%
OTHER	10,420	11,731	112.59%
RESERVE	-		
<b>EXPENSE TOTAL</b>	<b>302,024</b>	<b>410,072</b>	<b>135.77%</b>

### Account Balances

Bank of Joliet-Building Account	\$4,477.99
Bank of Joliet- Savings Account	\$64,724.50
Bank of Joliet- Checking Account	\$105,151.96

# Beartooth RC&D Staff Project Updates

*November 2022*

## **FOOD AND AG CENTER PROJECTS**

### **Beartooth FADC**

Beartooth FADC activities have been focused on assisting producers with the Growth Through Ag Grant and Loan program funding. Beartooth FADC also worked with our regional MMEC and SBDC to develop an outreach visit with Shamrock Foods in Billings and Fishtail General Store in Columbus. Beartooth FADC attended a specialty crop and Food and Ag meeting in Lewistown and toured a local apiary. Discussions and zoom meetings were held about potential funding for a beef to school initiative.

### **Growth Through Ag Projects and ARPA Value Added Ag Grant**

Beartooth FADC has worked with several businesses interested in Growth Through Ag and USDA grants some of these will have an opportunity to be granted funding and we will continue to assist them in completing their business expansion projects.

### **Valley Farmers Supply**

Location- Worden, MT

Contact- Calvin Wilson

Valley Farmers Supply is a rural cooperative business that delivers fuel, propane and fertilizer to Rural and Agricultural Clients, provides seed crop and soil analysis and has a retail store in Worden. Beartooth FADC has been working with them on the development of a USDA Fertilizer Production Expansion Program grant application to assist them with their 3-million-dollar expansion project that will increase their businesses capacity, allow for increased efficiency, reduce energy consumption, increase profitability and their ability to compete in the market.



**Shamrock Foods**

Location- Billings, MT

Contact- Brad Raddoch

Beartooth FADC along with our partners from SBDC and MMEC were able to visit with Shamrock Foods about our clients which they already have a relationship with most of them and either deliver regionally sources commodities to them for processing or distribute some of their products. We were able to discuss their potential future expansion in Billings and how that will allow them to purchase and distribute even more locally produced offerings.

**New England Chowder Co**

Location- Big Timber, MT

Contact- Craig Rief

Craig Rief has been in the soup business for 18 years on the East Coast and decided to move his business to Big Timber where he has owned a building for several years. Beartooth FADC visited his new location in June with Lane Gobbs they are now fully operational. We discussed the local Agricultural commodities he is using in his recipes and where he could source some local products as well as the addition of local products in the future. The business markets its soups nationwide and internationally and will be looking at funding for equipment in the future. Beartooth FADC will continue to work with the business to determine if they are interested in GTA funding for equipment as they expand.

**BioEconomy Solutions**

Contact- Victor Garlington

Location- Hardin, MT

Victor Garlington is the contact for Bio Economy Solutions a firm interested in investing in the development of a Safflower Oil Seed processing operation in Big Horn County. Beartooth FADC has worked with them on exploring funding sources and put them in contact with an engineering firm locally that will be able to assist them with the design of infrastructure on their site.

**Oswald Farms**

Contact- Melissa Oswald

Location- Joliet, MT

Oswald Farms in Joliet has been marketing their beef locally through direct sales and wholesale through local restaurants, they are looking to expand and have developed small a retail store on highway 310. Beartooth FADC worked with them on the development of a USDA Value Added Producer Grant for operating capital and a Growth Through Ag Grant for their expansion as well.

**Ranch House Meats/ Pure MT Meats**

Contact- Tonya Flowers

Location- Huntley, MT

Ranch House Meats began processing and retailing their branded meats in Billings and expanded their operation when they bought a meat plant in Miles City where their locally grown hogs and beef are processed and they shipped to their plant outside of Billings for further processing and distribution. Beartooth FADC passed along potential funding sources for their business expansion plans at their Billings area facility.

**Vista Ridge Montana**

Contact- Shaun Martinez

Location- Huntley, MT

Vista Ridge Montana is a startup value added agricultural operation that plans to produce and sell organic produce, heritage and native plant seedlings for restoration, conservation, reforestation and landscaping as well as honey and honey bees.

**Greycliff Mill**

Contact- Daniel Seylor

Location- Big Timber, MT

Beartooth FADC visited Greycliff mill in Big Timber to see their progress in developing a value added ag operation that mills local grains used in the breads that are served at their restaurant and coffee shop they are now finishing a larger value added venture with plans to use local milk to make a line of cheeses as well as having sweet corn, beans, apples and berries which will be utilized to be sold fresh and in jams. Beartooth FADC are writing a Growth Through Ag grant for additional equipment for their operation.



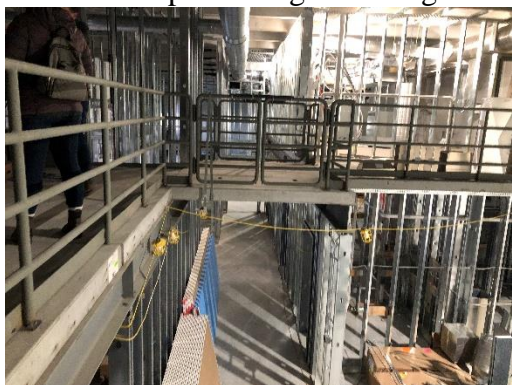
### **On Going Projects**

#### **Blue Creek Marbled Beef**

Contact-Nels Pearson

Location-Blue Creek South of Billings

Blue Creek Marbled beef are developing a state inspected meat processing plant South of Billings they are under construction and expect it to be a 2-3-million-dollar project. Beartooth FADC assisted this business in applying for the Value Added ARPA grant for construction and equipment costs. The business received the ARPA funding for \$300,000.00. Their new plant is located next to their feedlot, which they are now expanding as well to include more pens for finishing beef, we plan to continue to assist them with any grants that will assist them with this project, the business is now fully operational and will add to the amount of custom beef processing in our region.



#### **Yellowstone Valley Farm**

Contact-Reuben Stahl

Location-Laurel

Reuben Stahl has a family greenhouse business growing basil and selling to FSA and Sysco, he would like to add another greenhouse to keep up with increased demand this last year



### **Carbon County Meats-**

Contact-Sabina Giovetti

Location-Belfry

Sabina and Shane Giovetti have built a custom exempt meat processing plant in Belfry, MT and opened this Fall, they have been busy but have a need to expand already especially their cooler space, Beartooth FADC took a tour of their facility in Belfry, discussed potential funding sources and worked with them on their plans to expand their business, we arranged tours of two area meat plants to look at their process and layout. The business has secured a location in Bridger and are in the construction stage of expanding their operation, Beartooth FADC has been working with them on a GTA grant for equipment.

### **Primitive Meats**

Contact- Kelsey Grice

Location- Worden, MT

Kelsey Grice and her husband are looking for funding assistance through the GTA grant to help them with construction costs and equipment for their start up meat processing business. This Business also applied for an ARPA Value Added Ag Grant, Beartooth FADC put the business in contact with a local engineering firm to discuss the plans for their plant. Their application was approved for \$150,000.00, Beartooth FADC has been in contact with the owners they are very busy this summer and may wait for the cost of construction to come down before starting the project.

### **Pioneer Meats**

Contact- Brian Engle

Location- Big Timber, MT

Pioneer Meats purchased another meat processing location in Big Timber that will allow them to process wild meat at one location while expanding their beef, pork, bison and lamb processing at their main facility. Beartooth FADC staff will continue to work with Pioneer to utilize any new funding opportunities in completing their expansion; they received \$50,000 from the Growth Through Ag grant and \$150,000 from the ARPA grant for its expansion of their new location. They were also helpful in hosting a tour of their facility with the Montana Meat Processors Association attended by the owners of Carbon County Meats.



## **Becky's Berries- Absarokee, MT**

Contact- Becky Stahl

Location-Absarokee

Becky has purchased a new commercial freezer needed to keep up with increased demand for her products she said her business has been very busy this summer and fall. She has also recently was able to secure a contract with western sugar to get bulk sugar for her operation increasing her efficiency and profitability with a local product. Beartooth FADC has been working with Becky on a long range expansion plan, and she is expanding her business to include a line of freeze dried berries. She also recently applied for and received a USDA Pandemic Response and Safety Grant.

Beartooth FADC initiated contact with the following businesses

- North 40 Ag- Huntley
- Justine Kougl- Huntley
- Brett Clause- Columbus
- Doggie Style Gourmet Treats- Billings, MT
- Jessica Jane Hart Swift Buckets- Billings, MT
- J and K Farms- Huntley, MT
- Wilcoxins Ice Cream
- Swanky Roots
- Big Timber Meat Plant Dan Snyder

MillerCoors Huntley, MT



# Economic Development Director Report for November 2022

11/17/2022

- Economic Development/ CRDC
  - BSTF
    - Stillwater County Industrial/Business Park Feasibility Study – continuing forward with site selection
    - Working with two clients on BSTF: one job creation and one planning
  - USDA RCDI Grant – training has continued with Tina Toyne; currently exploring housing options for the county to pursue
  - CEDS- approved by EDA and copies are ready to be dispersed
  - Remaining reports from October: USDA RCDI Quarter 3 report (due to complications with USDA and waiting on additional reports)
  - Next reporting period will include:
    - USDA RCDI Quarter 4 report- December 2022
    - CRDC Quarter 4 report- January 2023
    - EDA Partnership Planning Grant report
    - BSTF Quarter 4 report- January 2023
  - Helping Hands Food Bank in Hardin- geophysical survey occurred this week
  - Community-Wide Brownfield Assessment Grant- deadline November 18, 2022
  - Carbon County Historical Society & Museum- provided technical assistance and suggested grant opportunities
  - EIG/EDA case study for Big Horn County- final deliverable is expected by the end of 2022
  - Montana Community Foundation- announced a new grant opportunity: MT Disaster Recovery Fund grant; BRCD applied

## **Frequently Used Acronyms**

BEAR – Business Expansion and Retention  
BIA – Bureau of Indian Affairs  
BLM – Bureau of Land Management  
BRCD – Beartooth RC&D  
BSEDA – Big Sky Economic Development Association  
BSTF – Big Sky Trust Fund  
CDBG – Community Development Block Grant  
CRDC – Certified Regional Development Corporation  
CEDS – Comprehensive Economic Development Strategy  
CTEP – Community Transportation Endowment Program  
EDA – Economic Development Administration  
EDD – Economic Development District  
ESRI – Environmental Systems Research Institute, Inc.  
GIS – Geographic Information Systems  
GPS – Global Positioning System  
HOME – Montana Home Investment Partnerships Program  
HUD – US Department of Housing and Urban Development  
IRP – Intermediary Relending Program  
LESA – Land Evaluation Site Assessment  
MBI – Montana Board of Investments  
MDOC – Montana Department of Commerce  
MDOL – Montana Dept. of Labor  
MDOT – Montana Dept. of Transportation  
MDFWP – Montana Dept. of Fish, Wildlife and Parks  
MEDA – Montana Economic Developers Association  
NADO – National Association of Development Organizations  
NCOC – National Carbon Offset Coalition  
NHS – Neighborhood Housing Services  
NRCS – Natural Resource Conservation Service  
RBEG – Rural Business Enterprise Grant  
RBOG – Rural Business Opportunity Grant  
RC&D – Resource Conservation & Development Area, Inc.  
RCDI – Rural Community Development Initiative  
RD – Rural Development (a division of USDA)  
RCPP- Regional Conservation Partnership Program  
RLF – Revolving Loan Fund  
RTA – Resource Team Assessment  
SBA – Small Business Administration  
SBDC – Small business Development Center  
TIFD – Tax Increment Finance District  
TSEP - Treasure State Endowment Program  
USDA – United States Department of Agriculture  
USFS – United States Forest Service

**Beartooth RC&D  
Board Meeting Minutes  
September 21, 2022 – 12:30 pm  
Beartooth RC&D**

**Members Present:**

Ryan Van Ballegooyen, Billings Job Service  
Joel Bertolino, BRCD  
Nan Knight, BRCD  
Jacy Head, BRCD  
Myrna Lastusky, BRCD  
Tina Toyne, Big Horn County EDD  
Commissioner Sidney Fitzpatrick, Big Horn County  
Danny Choriki, Billings City Council - Zoom  
Dan Lowe, Big Horn County Conservation District  
Don Jones, Yellowstone County  
Heidi Sparks, Laurel City Council - Zoom  
Barb Wagner, Yellowstone Conservation District  
Commissioner Bill Bullock Carbon County  
Lorene Hintz, SBA  
Commissioner Melanie Roe, Sweet Grass County

**Meeting Called to Order:** Board Chairman Ryan Van Ballegooyen

**Pledge of Allegiance, Introduction of Members and Guests**

**Review July Board Minutes (Action):** Melanie Roe motioned to approve. Don Jones seconded.  
**Motion passed.**

**Congressional Updates: NONE PRESENT**

**Treasurer/Financial Reports (Nan Knight)**

1. **Treasurer Update – p. 14-17**
2. **Budget – p. 17**
  - On budget – contractual expenses passing through EDA are just a bit over.
3. **RC&D Financials (Action) – see above and p. 17**
  - Nan commented on the fact that it always seems like audit time!
  - Dan: What about the ones that are over budget in the contractual. Is this a concern?
    - Nan: In the beginning of December when we do the budget, I put down \$7500, not knowing exactly how many loans will come in. Nan exceeded the expectation on what she might bring in on revenue. So that's a good thing! If it were expenses, that's an issue, but the income side is good if it's over.
    - The contractual expense discrepancy means as grants come in (e.g. Tina's USDA grant), money comes through our program that we pay out. We received most of the CARES Act money in 2021, but we are still paying out that money. That's why it shows a negative because of *when* we actually pay the money out.
    - Custer-Gallatin Working Group – we KNOW what the pass through money will be,

so that's easy. Others Nan has to guesstimate at the start of the fiscal year.

#### **4. RLF Financials (Action)**

- Annual audit underway. Should get back in next month.
- One outstanding RLF loan. 1. 17 active loans, and 100% of them are up to date.
- Available money to lend is \$300,000 – cumulative for all 4 RLF accounts
- Don Jones asked about the staff reimbursement – Nan said it's just a safety net if staff reimbursement is needed. We don't typically pull money out of there because it's there to help businesses.
- **Motion to approve all financials – Barb motioned to approve; Melanie seconded. Motion passed.**

#### **USDA RMAP (Nan)**

- The state just came out with some new programs for funding sources. BRCD was approved to be involved in the SSBCI 2.0 program – a lender participation. We'll work with financial institutions. No need to pass through the Board because it's all grant money. We're still weeding through the details because the State just got the money.
- Nan really wants to do the RMAP program - could do microloans up to \$50K. 25% match that businesses would be required to put down. 10-year term at low interest rates. Can consolidate debt if needed for any reason. Some great pros to the program. If we apply for the RMAP grant, we can also apply for the Technical Assistance portion to host trainings for whatever is needed. We'd be able to bring in trainers and help the entire region. Nan needs the Board to approve for her to apply for this and if it's approved, she will also need letters of support.
  - Ryan asked if there is an admin fee we get? Nan said it would be a 10% admin fee. 1% loan origination fee. The trainings part is a grant of \$25K / year. So when we're doing QuickBooks trainings or seminars or whatever is needed, it would pay for all of it.
  - **Action: Dan moved to approve the application to RMAP as well as the TA grant; Melanie seconded. Motion passed.**
  - Dan said it's great to spread our wings and help more people.
  - Ryan said anytime we can get an admin fee, that helps BRCD too.
  - Application is due Sept. 30<sup>th</sup>. UPDATE: Beartooth decided to apply in December due to the time the application will take.

#### **CEDS Resolution (Jacy, Myrna)**

- CEDS is pretty much ready to go and we just need a resolution from the Board to accept it. It will be submitted Sept. 30<sup>th</sup> to EDA and we will maintain our EDD status.
- **ACTION: Don motioned to approve to accept; Melanie seconded. Motion carried.**

#### **STAFF REPORTS**

##### **Joel – Food & Ag**

- Face-to-face meeting in Helena on 27<sup>th</sup> and 28<sup>th</sup>.
- Thanks to Danny Choriki who spent time at BRCD to discuss some programs
- See the Document Retention and Disposal Policy – Joel got the template from Bearpaw EDD and worked off that. If anyone has comments on things that need to be added or changed, let him know. It will be on the next agenda for approval and adoption, so 2 months to look it over.
- New England Chowder Co. – Deadline for GTA was this Monday, but they decided not to apply.

- Bio-Economy Solutions: Have tried to make contact, but haven't heard back. They did purchase the property in Big Horn County.
- Oswald Farms – haven't heard if they received VAPG. They did put in a GTA grant application.
- Meadowlark Brewing – fully operational now.
- Ranch House Meats: Received VAPG grant. They have large expansion plans for Billings facility. Listing/selling plant in Miles City to be all in Yellowstone County.
- Vista Ridge Montana – put in GTA grant. Small ag operation in Huntley area.
- Greycliff Mill: Talking to them about GTA funding and did a site visit with Lane and Nan. Huge difference since last November (new constructions/improvements).
  - Joel said they try to produce as much right there as possible – cheese, underground greenhouse, fruits to sell fresh or make jams.
  - Melanie: 80-foot tunnel. Some stuff in their greenhouse fried in the heat this summer. They need fencing to keep out deer.
  - Joel: They have berries, buffalo, looking at getting cattle and processing it, already do the Mill and other stuff.
  - Nan: They don't have the cheese there yet, but it's ready for it – kind of like a bunker and can see the Yellowstone River from underground.
- Don: Montana Pure – is that the Miles City operation?
  - YES, they showed Joel plans last fall on expansion. They are having some water issues and are looking into a different building.
- Blue Creek Marbled Beef and Yellowstone Valley Farms – staying in contact
- Carbon County Meats: Looking to expand to something larger.
- Primitive Meats: Still on hold for expansion plans due to construction costs.
- Yellowstone Valley Food Hub: Haven't checked in for a while.
- 406 Bovine: Moved base of operations to TX where he will launch his app for cattle facial recognition – geared toward larger feedlots.
- Pioneer Meats: Ongoing.
- Becky's Berries: Becky has some new ideas and is looking at new funding opportunities.
- Prime Meats/Lamont Herman: Retail outlet in Heights for Prime Meats and looking at some potential funding sources to expand – equipment, coolers, etc. Joel hadn't heard from him for a while, but he just called yesterday to discuss.
  - Don asked if that's the place in the Heights that is kind of like a drive-through.
  - Commissioner Bullock asked if Carbon County Meats found a spot outside of town? Joel hasn't heard yet.
  - Dan: Do we have any loan involvements in the FADC projects? NO, most is State funding and FADC.
  - Melanie: What is the custom exempt part? JOEL: Something about producing but not retailing it.
  - Don: Has Melissa Oswald started building? YES, mostly complete but still looking for some equipment. Not sure of the size, but Joel will be visiting soon. She intends to retail her own stuff but also other local Montana products.

**Nan – RLF (See above notes from Nan's report)**

### **Jacy – Economic Development**

- EDA Cares Act: Grant contract has ended. Myrna and Jacy are wrapping up to get final reports from Deb Brown and Cushing Terrell. Will be finishing final report in Oct.
- BSTF:
  - Stillwater: recently met with KLJ, the engineers, and met with Stephanie Ray. Moving forward and have selected 2 possible sites to consider. Will know more in next month or so.

- 2 new potential BSTF clients
    - 1 in Carbon – Job Creation – probably will be submitted in Dec. or March.
    - 1 in Sweet Grass – Planning grant - to be submitted in Dec. quarter.
- USDA RCDI Grant:
  - Tina is still with us and just received her first Coal Board grant for \$608,000.
    - Tina: for 2 new graders for the Roads Dept. The County is supporting that with 20% of costs.
    - Jacy and Tina are working together on different grant opportunities.
- CEDS – pretty much complete and will be submitted Sept. 30<sup>th</sup>.
  - Also working with Joel Adkins – Valley Printers in Joliet – to print the docs.
- Next October reports due:
  - USDA RCDI Quarter 3 report
    - Minor hiccup with Qtr 2 report – got it all ironed out with USDA
  - CRDC Quarter 3 report
  - EDA PPG report
  - EDA CARES Act final report
  - BSTF Quarter 3 report
- Helping Hands Food Bank in Hardin – Phase II assessment and cleanup will take place in the upcoming months.
  - Jacy mentioned that both Nan and Myrna have been working with her on several projects.
  - This will be going through EPA.
- Annual CRDC meeting – attended in August and will be attending again in November.
- Community-wide Brownfield Assessment Grant
  - Currently pursuing this opportunity.
  - Most likely it will just be Carbon, Big Horn, Stillwater, and Sweet Grass. Possibly rural Yellowstone County will be included.
  - Due Nov. 22<sup>nd</sup> and going through EPA. If we are given the max amount of \$500K, we can do assessments like the Phase I and Phase II assessments. Can incorporate cost of cleanup, planning costs, etc. with this funding.
  - Jacy is getting Tina involved because Big Horn County could really benefit from some of the cleanup efforts. Carbon, Stillwater, and Sweet Grass could also benefit especially due to flooding.
  - Dan: Do you have any sites identified?
    - Nan/Jacy: Yes, we've been working on this for a few months.
    - Jacy discussed TetraTech's involvement in helping us. Flooded areas can definitely benefit from this.
      - Dan: Yes, a lot of former gas stations and other areas were contaminated.
      - Jacy: Yes, we can identify storage gas/oil tanks that have been forgotten and contaminating the soil.
      - Dan: Some will be abated by time, but much of it just sits there and contaminates.
    - Jacy: Massive collaborative effort. Will be reaching out to commissioners to identify sites. We are currently in the initial research phase.
      - Dan: Flooding can bring up a lot of problems that aren't immediately obvious.
- Carbon County Historical Society: Looking to redevelop 2<sup>nd</sup> and 3<sup>rd</sup> stories. Working with them on how best to pursue that effort. Working with High Plains Architects, too.
- EDA EDD Peer Review – reviewing Eastern Plains Economic Development and they will review us. This review will take place in October, and we are fortunate that we can do this in our area. EPEDC is in Baker, MT, and we will likely do this via Zoom.

- EIG/EDA case study for Big Horn County – Economic Innovation Group were contracted by EDA for a poverty case study. Draft is complete and final deliverable will be in December.
- Meeting with Angie Martinez and Aaron Pratt – Nan and Jacy met with them to discuss what we are seeing on the ground in our region. They suggested some next steps for us.
- We just won a new USDA RD grant - \$135,000 for RCDI in Red Lodge (RLACF). Angela Getchell is the Workforce Housing Manager in Red Lodge and the grant will add some assistance to her role and get her qualified to do the 504s and actual housing loan packaging. They MIGHT create another entity that would be separate from the community foundation. Grant will pay for staffing and continuing on the vision of the Workforce Housing Committee.

### **Myrna – Operations Support**

- Renewed SAM registration – this allows us to apply for federal grants.
- Social media updates – reminder to share our posts, like/follow our page, send relevant info to Myrna to share.
- Website updates – hoping to get more new info up in the next few weeks.
- CEDS document – putting the final details in and getting ready to submit and print. CEDS will be available on our website on Sept. 30<sup>th</sup> and we will get hard copies to our partners sometime in Oct.
- Bozeman Trail – mapping work continues, meeting in early October with the 4 main mappers. Working toward eventually having an app where you can click on a location and read information, see pictures, etc. Also trying to get more signage up in prime locations as well as possible signage to show that a traveler is on the Bozeman Trail (like the Lewis & Clark signs).
- Coming up:
  - Communicating with counties and cities to set up our MOUs and Annual Project Updates.
  - Completing final report for CARES Act as well as quarterly reports in October.

**Regional Roundup:** News and updates from regional members on projects and activities in key CEDS categories (Infrastructure, Economy, Communication, Services, Natural Resources, Human Capital).

### **Commissioner Don Jones, Yellowstone County:**

- Kudos to Barb on their work on the Yellowstone River. Interesting to see damage done this year – for example, there is a shed sitting on the banks that we have to do something with.
  - Barb: There is a bunch of stuff causing electrical problems.
  - Don: Wheat fields growing up to the sides and farmers who didn't realize they were farming right up to the river (a cliff now).
- Metra: Getting proposals in on Sept. 20 and going through process. Interesting to see how it all turns out.
- BSED made their move – Lorene can talk about that:
  - Lorene: Grand opening was on Sept. 8<sup>th</sup>. Lorene wasn't there, either, due to a conference in San Diego. But it was great – Ryan is the manager of the entrepreneur space, and he would love to give anyone a tour. All of our office spaces are rented out – 12 dedicated desks and only 2 left. There is also shared workspace, and that can be rented for a day, a week, a month . . . Also a big training room anyone can rent (\$50/hour for min of 2 hours) – open to the public, so you just need to verify that it's available for your time slot. Had board meeting in that space this morning. We've been talking about this site for a LONG time, so it's super exciting to finally be in. Kevin did a great job – started a Founders Group and they meet weekly. A lot of them decided they want an office space, then they brought in more people. Great word of mouth has contributed to the success. We should have our next BRCD board meeting there!
  - Don has heard great reviews.

### **Barb Wagner, Yellowstone County Conservation District**

- Sponsor the Nile and bus in kids – middle of October
- Fly Creek - working with Big Horn County and DNRC on groundwater grant to monitor and have stats.
  - Severe salinity problem with cattle dying, etc.
- 310s – inspected Clarks Fork and addressed flooding issues there. ON the river the damage is massive.
- Salt cedar – we’ve partnered with Rocky Mountain College (RMC) and their education department to monitor and have data available.
- Financially sponsor the Yellowstone River cleanups, along with lots of other efforts that Rocky is doing – 99 miles of Yellowstone River.
- Working with Billings to do an education center in the reservoir area.
- Beginning planning sessions for legislative sessions coming up. Last year we got Lake Elmo funds. Busy times!

### **Tina Toyne/ Commissioner Sidney Fitzpatrick:**

- Tina and Sidney were talking on way up here about all the great support she’s gotten from BRCD, commissioners, and City of Hardin.
- Nursing Home closed – commissioners are working on next steps for that building. Assisted Living apartments – did leases with those residents.
  - Admin Asst. purchased ovens yesterday because many apartments didn’t have regular apartment appliances.
  - Sidney: Traveling nurses are already coming in to take the spots. People are lining up for those apartments. We’re sad it closed, but we have to move on and make good use of it. Our big hiccup is moving the Council of Aging over there.
  - Lorene: Where are the people from the nursing home? They got farmed out to other places.
    - Tina: We had 10 beds available in swing part of hospital and used those, but some went to several other locations across the state.
    - Sidney: Medicaid rate is the issue because many traveling nurses make more than attorneys.
      - Lorene: Why are the traveling nurse rates so high?
      - Sidney: Demand.
      - Bill: Have traveling nurses for hospital, but the scheduling and the pay is the worst part.
      - Ryan: The more traveling nurses you get, the worse your culture is. Bad for morale. They get premium shifts, better pay, etc.
- In August Tina attended Big Sky Passenger Rail conference– it is a national effort, and we need to get ready as communities for this to take place. It will be a long road and take quite a few years to happen. Resolution passed by commissioners to become part of the Big Sky Rail.
- Received Coal Board grant.
- Sidney: My old meat cutter and his son have purchased the old Bud’s Meat Market in Hardin. So Jonny and his stepson are opening it up and already cutting venison for the bow hunters. We’re proud of them and excited for them.

### **Lorene, SBA**

- See previous comments (under Commissioner Jones) on BSED’s grand opening.
- Working in Yellowstone County on some job creation grants (BSTF). Some through COVID have been extended. Some are closing in October. Trying to drawdown as much money on jobs as

possible before they close. Some thought they would create 80 jobs, but Covid made everything interesting and not all those jobs were created. Quarterly reports are always fun!

- Sidney mentioned that an architect made designs (for Big Horn County's in-kind contribution) for Helping Hands project. Hoping to get more funds for Helping Hands. That building feeds a LOT of people!
  - Nan: Their ideas for that small space are amazing.
  - Sidney: They put out 500 elderly food boxes each month.
  - Schutz Foss in Billings are the architects.
- Don: Added the Metra plant to his mentions. After proposals, will do an evaluation and see what they can do. Will decide if we want a private company to manage it or seek resumes for a general manager. Coke has started their new production facility – not sure where they will find employees. It's on the frontage road and they are moving very fast. Giant parking lot for turnarounds.
  - Nan said that for Cenex, it's \$350,000 just for the parking lot for temporary parking/turnaround.
- Joel: Lorene and Kayla joined me for a tour in Huntley, too – at the MillerCoors facility.
  - Lorene: We really appreciate Joel inviting us on these tours.

#### **Dan Lowe, Big Horn County Conservation District**

- A few 310 permits to look at.
- We've been blessed to NOT have flooding in our county – sorry for all the others.
- Sometimes things we work on seem to come to a dead end. Aquatic Check Stations have been a learning curve, and we're looking at a 3<sup>rd</sup> one over on Tongue River. We're finding invasive mussels and trying to find ways to keep them out of our waterways.
- Dan ended with a story about a Tyrant, a farmer's daughter, and 2 stones. Great story! ☺

#### **Ryan Van Ballegooyen, Billings Job Service**

- We don't need more jobs; we need more people. Depending on the county, there are 3 or 4 jobs for each person seeking; in some there are 11 jobs for each seeker. Those who work with employers need to ask, "Am I a commodity as an employer?" It's an employee's market, so you must connect with the employees in some way – give workers options like work from home, flexible hours, etc. Look at how you are posting your jobs (e.g. "Will train" is important to include if that's an option). Also need to retain who you have, so re-examine your employee manual.
  - Lorene: I visited with a man who owns a welding shop with 28 employees. They are trained at the college and told they will make \$35/hour. But this man can only pay \$17/hour. So he's taking kids who may not be able to go to school and training them and paying them.
  - Ryan: Apprenticeship is the way to go – the rest of the world is better at this than U.S. It's a great training model. Invest in workers and they stay loyal.
    - Sidney: 5 days per week for young employees is in the past. They want 3-day weekends.
    - Ryan: Europe has gone to 36-hour work weeks. Showing that there is no decrease in profitability or wages. The world is changing whether or not we like it.
    - Melanie: Places like farms can't work a 9-hour day 4 days per week.
    - Lorene: Depends on the job whether or not they can work remotely.
    - Don: Bachelor's vs Associate's vs Master's degree. Some have the mentality that more education makes for a better employee.
    - Ryan: Elon Musk said, "We might hire you *despite* your MBA." ☺
    - Don: Youth Services Center had a hard time getting workers in. They realized they had "counselor" in the job description. When they took that out, they got many more applications.

**Commissioner Bill Bullock, Carbon County:**

- Flood recovery is ongoing. Tried to offset the flooding issues with tourism and economic recovery.
- Cedarwood Villa closed – was a significant resource in our county. Most went to Billings. Want to consolidate our county facilities into one building. Put a bid in on the former Cedarwood Villa building.
- Irrigation portion of flooding can't be overstated. Irrigation systems were annihilated.
- Influx of people – unprecedented growth in housing, septic tank approvals. Prior to Covid, it was in the range of 45-54 rural houses developed/year. Now it's 200-280 each year just outside of city limits.
- Trying to get transportation system up and running with bridges and roads. East Rosebud will probably be decades before it's navigable.
- Amount of material carried in the flood (aside from bridges, trees, etc) elevated the flow of creek 3-5 feet. So ability to sustain another flood is severely jeopardized. Need to mine out all the drainages to avoid future floods. Lots of heavy equipment, lots of surveyors . . .
- Yodeler Motel was heavily impacted as well as so many others. The region that was impacted is vast.
- Bridges: lost 3; 14 more impacted. The problem is staggering.
  - Don: Created new channels?
  - Bill: Imagine the main channel building and then going to the side in side channels. Historically, THIS is the valley between the east and west benches. One place is pumping 1000 gals/day out of basement because it recharged a spring on their property.
  - Rechannelization – the creek is often 100 yards from irrigation headgates now. One 5,000-acre piece of land hasn't had any water since June.
- Red Lodge isn't annexing anything in because they don't have the capacity right now.
- Melanie: Houses being built – expensive or workforce housing??
  - Bill: Newest development on Brewery Hill – baseline is \$400K and that's one of the more affordable. We asked Red Lodge Workforce Housing to look at the property we'd designated for the detention facility, and that's probably the most convenient place for infrastructure. Affordable housing will never be affordable here.
- Don asked about the detention center. Yellowstone County can't find employees to staff theirs.

**Optional Tour of the Old Red Lodge Pea Cannery Building** – partially done by Brownfields and Big Sky Trust Fund grants. The owners, the Paynes, are allowing us to tour it. They are artists from New York. Part of the building will be an art gallery, studio, coffee shop, and book store. They are working with High Plains Architects. Roxy Payne, the owner/artist, builds giant trees out of metal.

**Next Beartooth RC&D Area, Inc. Board of Directors Meeting:** November 17, 2022 in Big Timber

**Meeting adjourned at 2:54 pm.**

**File Attachments for Item:**

5. Budget/Finance Committee Minutes for November 8, 2022.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, November 08, 2022**

**Members Present:** Richard Klose, Michelle Mize, Emelie Eaton, Heidi Sparks

**Others Present:** Kelly Strecker, Mayor Dave Waggoner

The meeting was called to order by the Committee Chair at 5:30 pm.

**Public Input:** There was no public comment

**General Items –**

1. Review and approved October 25, 2022, Budget and Finance Committee meeting minutes. Emelie Eaton moved to approve the minutes of October 25, 2022. Michelle Mize seconded the motion, all in favor, motion passed 4-0.
2. Review and recommend approval to Council; claims entered through November 04, 2022. Richard Klose moved to approve the claims and check register for claims entered through November 04, 2022. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
3. Review and approve Payroll Register for the pay period ending October 30, 2022, totaling \$210,580.86. Emelie Eaton motioned to approve the payroll register for the pay period ending October 30, 2022, totaling \$210,580.86. Richard Klose seconded the motion, all in favor, motion passed 4-0.

**New Business –**

**Old Business –**

**Other Items –**

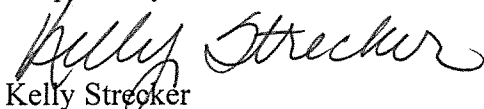
4. Review Comp/OT reports for the pay period ending October 30, 2022.
5. Mayor Update – Discussed City wide surplus sale, stated that it was going well, and you can still bid until the end of November.
6. Clerk/Treasurer Financial Update- Looking into new CD rates. New employees are doing well, and everyone is adjusting to their new positions.

**Announcements –**

7. The next Budget and Finance Committee meeting will be held on November 22, 2022, at 5:30 pm.
8. Heidi Sparks is scheduled to review claims for the next meeting.

Meeting Adjourned 6:20 p.m.

Respectfully submitted,



Kelly Strecker  
Clerk Treasurer

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

**File Attachments for Item:**

6. Emergency Services Committee Minutes of September 26, 2022.



**MINUTES  
CITY OF LAUREL  
EMERGENCY SERVICES COMMITTEE  
MONDAY, SEPTEMBER 26, 2022**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, September 26, 2022 by Chair Heidi Sparks

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice Chair, Richard Klose, Jamie Swecker, Jim Irwin, Bruce McGee

**Others Present:** Police Chief Stan Langve, Ambulance Director Lyndy Gurchiek

**Public Input:** None

**General Items**

1. Approval of Emergency Services Committee minutes of August 22, 2022. Irv Wilke moved to approve the minutes; Richard Klose seconded- Motion carried 6-0

**New Business**

2. Update from Emergency Departments
  - a. Police Department Chief Langve- - Report attached
    - i. Items to note:
      1. Calls for Service can include Fire and Ambulance service as well where police are involved, so that is the difference between call for service versus crimes reported
      2. Dispatch is currently short-staffed due to employees out for various reasons
      3. Council Member Sparks asked about the increase of Nitazene, news article from last week. Chief Langve stated we have not started seeing this yet, but it is most likely a matter of time
    - b. Ambulance Director Lyndy Gurchiek – Report attached
      - i. Items to note:
        1. Numbers don't look super busy, but the month was busy with volunteers and staff out on vacations
        2. Seems like multiple calls at same time has increased
        3. Director Gurchiek will be meeting with the City Attorney this week to determine what options we have to help with funding
        4. Looking at more community outreach classes including Stop the Bleed

**Old Business**

3. Traffic Study of Main St - Chief Langve was able to research past information related to this topic. Provided previous letters and minutes from Council Meetings in 2020 to Mayor Waggoner. This included the information from the state on the next steps to request and have a traffic study completed. The mayor stated he will take the information and follow up with that. Chief Langve said he will continue to follow up with this issue so the state can get the traffic

1  
study completed. This study will include both a speed limit study as well as look at the need for a light at Main and 5<sup>th</sup>.

**Other Items:** None

**Announcements**

8. Next Meeting will be Monday, October 24, 2022, at 6:00pm in Council Chambers

Meeting adjourned at 6:52pm

**File Attachments for Item:**

7. Emergency Services Committee Minutes of October 24, 2022.



**MINUTES  
CITY OF LAUREL  
EMERGENCY SERVICES COMMITTEE  
MONDAY, OCTOBER 24, 2022**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, October 24, 2022 by Vice Chair Irv Wilke- No quorum present

**Members Present:** Irv Wilke- Vice Chair, Richard Klose, Jamie Swecker

**Others Present:** Fire Chief Brent Peters, Police Chief Stan Langve, Ambulance Director Lyndy Gurchiek

**Public Input:**

**General Items**

**New Business**

**Old Business**

**Other Items**

**Announcements**

Next Meeting will be Monday, November 28, 2022, at 6:00pm in Council Chambers

**File Attachments for Item:**

8. Public Works Committee Minutes October 17, 2022.



**MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, OCTOBER 17, 2022**

The Public Works Committee meeting was called to order at 6:00pm on Monday, October 17, 2022, by Committee Chair, Heidi Sparks.

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice Chair, Emelie Eaton, Marv Carter

**Others Present:** Kurt Markegard- Public Works Director, Guests: Aaron Kostelecky and Jonathan Gotschall

**Public Input:** None

**General Items**

1. Approval of Minutes from September 19, 2022- Irv Wilke made a motion to approve the minutes of September 19, 2022. Motion was seconded by Emelie Eaton. Motion carried 4-0 to approve the minutes.

**New Business**

2. Emergency Call Out Report- Report attached
3. KLJ Report- Report attached
  - Items to note:
    - 4<sup>th</sup> Street Reconstruction has been delayed due to contractor is having a hard time getting concrete manholes for storm drain. Working on the ARPA Grant application, which is due on Nov 1, 2022. Russell Park is being used for the storm water. Trees will be removed and replanted, also looking at a new playground. This will most likely be a stand-alone project, and not part of this project.
    - WTP Lift Well Replacement- Construction is looking to start in December to have this back online in early-spring, March timeframe.
    - Laurel Planning Services: Special Review Pelican Café- This is review to authorize the use of the Liquor License from Sonny O'Days.

**Old Business:** None

**Other Items**

4. Irv Wilke asked about the status of various construction projects around town. Kurt said Your Pie in the former Taco Johns building are completing work. City Brew is still moving forward with their new building and will be moving over, electrician is the delay there. Albertsons is still moving forward but with Kroger purchasing this may have an impact, for sure sounds like it will no longer be called Albertsons.

**Announcements**

Next Meeting will be Monday, November 21, 2022, at 6:00pm in Council Chambers

Meeting adjourned at 7:00pm

## **Emergency Call Out for October 17, 2022, Public Works Committee Meeting**

10-15-2022 2511 Atchison Dr Water meter replacement



**City of Laurel Project Status Update**  
October 15, 2022



**2022 Pavement Maintenance Project (4<sup>th</sup> Street Reconstruction)**  
**(KLJ #2104-00862)**

Reason for Project: To provide yearly maintenance and improvements to the City of Laurel Roads Network.

Project Scope: Miscellaneous annual pavement maintenance design, bidding and construction in locations throughout the City of laurel

*Current Status:*

- Project Bid Opened on 5.5.22
- Contracts Executed 6.8.22
- Suspend Work Order issued 6.8.22 (Contractor to begin in Spring of 2023)
- DEQ Approved on 10.7.22
- Working with MDT & MRL on getting RR crossing approved.
- Contractor is scheduled to begin work in November

**Water System PER (KLJ #2104-00147)**

Reason for Project: To update the Preliminary Engineering Report that was completed in April 2014 with the most current information.

Project Scope: To Update the existing computer model for the water distribution system; Review pressure zone, tank and booster station alternatives; Analyze up to 3 different sites for a new water tank and explore funding alternative for all potential projects.

*Current Status:*

- Draft PER near complete; currently evaluating potential funding sources

**Southside Stormwater Study (KLJ #2004-01470)**

Reason for Project: Analyze Laurels South side to determine needed improvements for stormwater.

Project Scope: : To complete a stormwater master plan for the areas south of the train tracks and west of Highway 212.

*Current Status:*

- Completed, need to discuss next steps in resolving outfall.



### ***WWTP Screw Pump B Replacement (KLJ #2004-01359)***

Reason for Project: To replace screw pump B at the Laurel Wastewater Treatment Plant.

Project Scope: Reconstruction and rehabilitation of the Archimedes Screw Pump “B” at the City of laurel Wastewater Treatment Plant.

*Current Status:*

- Project Bid July 1<sup>st</sup>
- Project Award July 13<sup>th</sup>
- Old pump removal completed week of July 11<sup>th</sup>
- New pump installation roughed in week of July 11<sup>th</sup>
- Pump grouted August 9<sup>th</sup>
- Lakeside inspection for the week of August 22<sup>nd</sup>
- Project completion, August 2022
- Pump is in service
- Project close-out is underway

### ***WTP Lift Well Replacement (KLJ #2004-01487)***

Reason for Project: To replace a lift well at the Laurel Water Treatment Plant.

Project Scope: Reconstruction and rehabilitation of the lift well at the City of Laurel Water Treatment Plant.

*Current Status:*

- 100% review with Nathan completed February 8<sup>th</sup>
- DEQ approval received March 14<sup>th</sup>
- Pre-Bid conference was held on May 12<sup>th</sup>
- Bid opening was held on May 19<sup>th</sup>
- Construction agreements executed
- Submittal reviews are ongoing
- Construction to take place late fall and winter

### ***Laurel Planning Services (KLJ #1804-00554)***

Reason for Project: KLJ has been retained to provide City of Laurel planning services as needed.

Project Scope: Planning services may include; subdivision, zoning, development, floodplain hazard management, miscellaneous reviews and other related work. KLJ will prepare staff reports, recommendations, and attend meetings upon request.

*Current Status:*

- Zoning Regulations Update. Task order sent to Kurt



## City of Laurel Project Status Update October 15, 2022



- Subdivision Regulations Update. In house project
- Planning Jurisdiction Issues moving forward.
- West Interchange Plan. Local match not budgeted
- Planner/Project Transition. Ongoing
- Lazy KU Subdivision 2<sup>nd</sup> Filing. Element and Sufficiency Reviews. Waiting on additional information.
- Special Review Pelican Café, on Premise Alcohol Consumption. October Planning Board Meeting.

### **Laurel Capital Improvement Plan (KLJ # 2104-00649)**

Reason for Project: KLJ has been retained by the City of Laurel to develop a 5-year Capital Improvement Plan (CIP).

Project Scope: The CIP is primarily a planning tool for annual budgeting to assist Departments and the Governing Body establish project priorities and funding.

#### *Current Status:*

- *Task Order executed*
- *Kick-off meeting Department Heads*
- *Initial structure of CIP generated*
- *Department Heads contacted for additional projects.*
- *Document is being drafted.*
- *A meeting with City Department Heads needs to be scheduled in late November.*
- *The document will be presented to a City Council Work Session*
- *A Public Hearing before the City Council needs to be scheduled.*

### **Other Notes and Information**

Other potential projects have been identified during recent conversations between City staff and KLJ. City Public Works staff and KLJ task leaders meet bi-weekly to discuss current and future projects. As these are tentative, the timing and extent of KLJ's services are TBD, unless noted otherwise.

#### Anticipated FY22 Projects

1. West Railroad Street Reconstruction- Proposal submitted
2. Water System Planning
  - a. Booster station rehabilitation or replacement (task order forthcoming)
  - b. Water storage tank Preliminary Engineering Report
3. 7<sup>th</sup> Street reconstruction
4. Waterline extension out to Golf Course Road
5. Updates to Zoning regulations
6. Updates to Subdivision Regulations



*City of Laurel Project Status Update*  
*October 15, 2022*



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7. West Interchange Neighborhood Plan

Other Potential Future Projects

1. West Side TIFF

**File Attachments for Item:**

9. Tree Board Minutes of October 24, 2022.

Minutes  
City of Laurel  
Tree Board  
10/24/2022

Council Conference Room

Attending: LuAnne Engh, Michelle Mize, Walt Widdis

1. Public Input
  - a.
2. General Items
  - a. September minutes approved –
  - b. City balance \$843 for Arbor Day. LuAnne sat down with Kelly (city clerk) to locate all the expenses and income. School Balance \$220
  - c. Arbor Day Date – We finalized May 2 as Arbor Day. Theme is **Heroes for Life** by Finley Watts. We discussed hot Yellow or bright green for the shirts. We'll use Thomson Park since the trees are aging out fast and we need to resupply the canopy. Aaron is going to meet with LuAnne next week to make a plan for trees. We should look into soil sampling to make sure the ground is healthy for them.
  - d. Laurel Foundation (Jon Rutt) said we could use their online system for donations and they would start a page for us.
  - e. LuAnne is still looking into the grants Dale applied: Walmart, NW Energy and DNRC.
  - f. Plaques – Walt is going to check with Stacey Lawver at Woods Power Grip to see if she could make new plaques if needed.
3. Old Business
  - a. The Laurel Foundation has acquired the Meadowlark Gallery building. They are interested in improving the building and renting out apartments and retail space. They would also like to start a downtown improvement for sidewalks and trees. This might involve using TIF money.
4. Other Items
  - a. Volunteer hours – Keep your hours for all meetings, time spent on Arbor Day or any other project.

Next meeting Thursday, November 17<sup>th</sup> 9:30 Council Conference room

**File Attachments for Item:**

10. Appointment of Rick Musson to the Police Commission for the remainder of a three-year term ending April 30, 2024.

October 29, 2022

Mayor Dave Waggoner  
City of Laurel, Montana

Rick Musson  
617 7th Ave  
Laurel Montana 59044

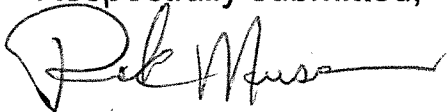
REF: City of Laurel Police Commission

Dear Mayor Waggoner,

This letter is my formal request to serve the City of Laurel as a POLICE COMMISSIONER.

I have lived in the City of Laurel for 44 years. My work for the City of Laurel started in 1982. I started working in the public works department for the City of Laurel on June 1, 1982. That fall, I joined the Laurel Police Reserves and on February 14, 1983, I was appointed as a police officer for Laurel Police Department. I worked 11 years as a patrol officer, 4 years as a Captain, and 20 years as the Chief of Police.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rick Musson", with a stylized flourish at the end.

Rick Musson  
Chief of Police (Retired)  
City of Laurel

**File Attachments for Item:**

11. Resolution No. R22-71: Resolution Authorizing Participation In The Board Of Investments Of The State Of Montana Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (InterCap Loan Program), Approving The Form And Terms Of The Loan Agreement And Authorizing The Execution And Delivery Of Documents Related Thereto

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO  
RESOLUTION NO. R22-71

Issuer: City of Laurel

Kind, date, time and place of meeting: A City Council Meeting held on November 22, 2022 at 6:30 o'clock p.m. in Laurel, Montana.

Members present: \_\_\_\_\_

Members absent: \_\_\_\_\_

RESOLUTION NO. R22-71

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this \_\_\_\_ day of \_\_\_\_, 2022.

By \_\_\_\_\_  
Its Clerk/Treasurer

## RESOLUTION NO. R22-71

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE City Council (the Governing Body) OF THE CITY OF LAUREL (the Borrower) AS FOLLOWS:

### ARTICLE I

#### DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the INTERCAP Bond determined in accordance with the Board Resolution.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act means Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

"Board Resolution" means Board Resolution No. 249, adopted November 30, 2021, authorizing the issuance and sale of the INTERCAP Bonds for the purpose of making loans to Eligible Government Units.

Borrower means the local government entity above named, eligible to participate in the INTERCAP Loan Program.

"Borrower Act" means §§ 7-7-4101, and 7-7-4201, 7-7-4423 and 7-5-4306, MCA authorizing an Eligible Government Unit to borrow money on terms consistent with the Program.

"Electronic Funds Transfer (EFT) Authorization" shall mean the authorization given by the Borrower to the Board to initiate electronic debit and/or credit entries to the Borrower's specified account to fund the Loan and make automatic Loan repayments when due. The Board may also initiate the electronic debit for periodic principal paydown or payoff prior to loan maturity upon the Borrower's request.

INTERCAP Bond means the Bond issued by the Board pursuant to the Board Resolution to finance the Program.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 1.50% (1.55% less 0.05% for Borrowers with EFT Authorization) per annum through February 15, 2023 and thereafter a rate equal to the Adjusted Interest Rate on the Bond and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program means the Board's INTERCAP Loan Program pursuant to which the Board issued the INTERCAP Bond to use the proceeds to make loans to participating Eligible Government Units.

Project means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Board Act, the Board has issued and sold the INTERCAP Bond and deposited a part of proceeds thereof in the Loan Fund. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$300,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

## ARTICLE II

### THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$300,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 1.50% (1.55% less 0.05% for Borrowers with EFT Authorization) per annum through February 15, 2023, and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments will be automatic pursuant to the EFT Authorization attached hereto when due.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part if the Borrower requests that the Board approve prepayment of the loan. Upon approval, the Board will initiate an electronic debit using the attached EFT Authorization for prepayment provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date or less if the Board agrees to shorter notice.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within the next month following an Adjustment Date, the Board shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments and prepare and mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Board a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants, and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitations. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by state law pursuant to § 15-10-402, MCA, et. seq. The Borrower is familiar with the Montana's property tax limitations and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to these provisions. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of property tax limitations.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

### ARTICLE III

#### CERTIFICATIONS, EXECUTION, AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Loan, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement and the Note and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note, and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, the Note, and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the City Council this 22<sup>nd</sup> day of November, 2022.

By \_\_\_\_\_  
Its Mayor

Attest:

By \_\_\_\_\_  
Its City Clerk/Treasurer

**File Attachments for Item:**

12. Resolution No. R22-72: Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Beartooth Resource Conservation & Development Area, Inc.

**RESOLUTION NO. R22-72**

**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”); and

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.

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

Section 1: Approval. The Memorandum of Understanding (hereinafter “the MOU”) by and between the City of Laurel and Beartooth Resource Conservation & Development Area, Inc., 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 22<sup>nd</sup> day of November 2022 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 22<sup>nd</sup> day of November 2022.

APPROVED by the Mayor on the 22<sup>nd</sup> day of November 2022.

CITY OF LAUREL

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

ATTEST:

---

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

---

Michele L. Braukmann, Civil City Attorney

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, 2023**, 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 **\$36,257.74**. This figure is a total of the **\$4,500.00** county fee plus **\$31,757.74** per capita formula using a population of **167,146 (x .19)** as per the 2021 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 **\$12,327.63**, City of Billings- 36% or **\$13,052.79**, City of Laurel- 6% or **\$2,175.46** and Yellowstone County- 24% or **\$8,701.86**.

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, 2023, 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**

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

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

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

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

**File Attachments for Item:**

13. Resolution No. R22-73: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting

**RESOLUTION NO. R22-73**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH  
TRUE NORTH CONTRACTING**

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 and True North Contracting, 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 True North Contracting on behalf of the City.

Introduced at a regular meeting of the City Council on the 22<sup>nd</sup> day of November, 2022, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 22<sup>nd</sup> day of November, 2022.

APPROVED by the Mayor the 22<sup>nd</sup> day of November, 2022.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 22<sup>nd</sup> day of November 2022, 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 True North Contracting, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way Billings, MT 59101, 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 October 23, 2022, 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 eleven thousand eight hundred and eight dollars and no cents (\$11,808.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY’S RESPONSIBILITIES**

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

### **SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES**

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

## **SECTION FIVE INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

## **SECTION SIX COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

## **SECTION SEVEN NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

## **SECTION EIGHT DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

## **SECTION NINE TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN**  
**GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN**  
**ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE**  
**ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH**  
**ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN**  
**SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN**  
**PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 22<sup>nd</sup> DAY OF NOVEMBER 2022.

CITY OF LAUREL

CONTRACTOR

---

Dave Waggoner, Mayor

---

True North Contracting

ATTEST:

Employer Identification Number

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Kelly Strecker, Clerk/Treasurer

---

9431 Anglers Way  
Billings Mt 59101  
jb.tnc@outlook.com  
406-850-8745

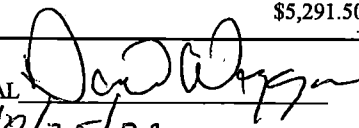


# PROPOSAL

Date      Estimate #  
10/23/2022      9-160

## TRUE NORTH CONTRACTING

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

Description	Total
8th and W Maryland Remove 1,400 sq ft of failed asphalt, compact subbase and pave back with new 3" thick asphalt	5,291.50
<div>1. Bid does not include price for bond or traffic control.</div> <div>2. The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party.</div> <div>3. Thank you for the opportunity to earn your business</div>	<div><b>Total</b> \$5,291.50</div> <div>ACCEPTANCE OF PROPOSAL </div> <div>DATE OF ACCEPTANCE <u>10/25/22</u></div>

9431 Anglers Way  
Billings Mt 59101  
jb.tnc@outlook.com  
406-850-8745



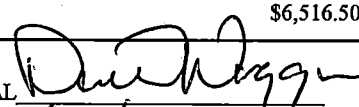
## TRUE NORTH CONTRACTING

## PROPOSAL

Date Estimate #  
10/23/2022 9-161

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

Waste Water Plant

Description	Total
Remove 1,750 sq ft of broken asphalt, compact subbase and pave back with 3" thick new asphalt	6,516.50
<div>1. Bid does not include price for bond or traffic control.</div> <div>2. The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party.</div> <div>3. Thank you for the opportunity to earn your business</div>	
<div><b>Total</b> \$6,516.50</div> <div>ACCEPTANCE OF PROPOSAL </div> <div>DATE OF ACCEPTANCE <u>10/25/22</u></div>	

**File Attachments for Item:**

14. Resolution No. R22-74: Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And The Montana Department Of Transportation For The Planning And Construction Of West Railroad Street.

## **RESOLUTION NO. R22-74**

### **RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND THE MONTANA DEPARTMENT OF TRANSPORTATION FOR THE PLANNING AND CONSTRUCTION OF WEST RAILROAD STREET**

WHEREAS, the City of Laurel and the Montana Department of Transportation (hereinafter “Montana DOT”) are working towards planning and development of the reconstruction of West Railroad Street, in the City of Laurel, from 1<sup>st</sup> Avenue North to 8<sup>th</sup> Avenue, with the Laurel Urban Area;

WHEREAS, the City and the Montana DOT have agreed upon a project that will involve the City of Laurel, West Railroad Street from the junction with 1<sup>st</sup> Avenue to the junction with 8<sup>th</sup> Avenue. The scope of work includes reconstruction work on West Railroad Street from the intersection of 1<sup>st</sup> Avenue to 8<sup>th</sup> Avenue. This includes one travel lane in each direction, new two-way left-turn lane, curb, gutter, sidewalks, and improvements to the existing roadway;

WHEREAS, the Montana DOT will be responsible for assuring that the planning, design, approvals and environmental clearances, construction, and maintenance of state and federally-designated highway system facilities provide for the benefit of the traveling public in a safe and efficient manner in accordance with Title 23 United States Code (U.S.C.) and related federal regulation and guidance and Title 60, Montana Code Annotated (MCA);

WHEREAS, the City of Laurel will be responsible for items identified in the attached Memorandum of Understanding (hereinafter “MOU”) and will be responsible for preparing the financial package for the project;

WHEREAS, the City and the Montana DOT believe that a cooperative delineation and identification of duties and responsibilities of the parties is essential to the overall development of the project; and

WHEREAS, the City and the Montana DOT have outlined all respective rights and responsibilities in the attached MOU.

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

Section 1: Approval. The Memorandum of Understanding by and between the City of Laurel and the Montana DOT, Inc., 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 22<sup>nd</sup> day of November 2022 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 22<sup>nd</sup> day of November 2022.

APPROVED by the Mayor on the 22<sup>nd</sup> day of November 2022.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

**MEMORANDUM OF AGREEMENT  
BETWEEN CITY OF LAUREL AND THE MONTANA DEPARTMENT OF  
TRANSPORTATION FOR THE PLANNING AND CONSTRUCTION OF  
WEST RAILROAD STREET**

This memorandum of agreement (MOA) by and between CITY of Laurel, 115 W. 1<sup>st</sup> Street, Laurel, MT 59044 (CITY), and the Montana Department of Transportation, PO Box 201001, Helena, MT 59620-1001 (MDT) establishes the roles, responsibilities, and commitments relative to the planning, costs, and administration responsibilities necessary for the reconstruction of West Railroad Street from 1<sup>st</sup> Avenue to 8<sup>th</sup> Avenue within the Laurel Urban Area.

This PROJECT is in the city of Laurel on West Railroad Street (U-6902) from the junction with 1<sup>st</sup> Avenue (N-4) to the junction with 8<sup>th</sup> Avenue (L-56-419A). The scope of work includes reconstruction work on West Railroad Street from the intersection of 1<sup>st</sup> Avenue to 8<sup>th</sup> Avenue. This includes one travel lane in each direction, new two-way left-turn lane, curb, gutter, sidewalks, and improvements to the existing roadway.

WHEREAS, MDT is responsible for assuring that the planning, design, approvals and environmental clearances, construction, and maintenance of state and federally-designated highway system facilities provide for the benefit of the traveling public in a safe and efficient manner in accordance with Title 23 United States Code (U. S. C.) and related federal regulation and guidance and Title 60, Montana Code Annotated (MCA); and

WHEREAS, the CITY agrees to be responsible for items identified in this MOA and be responsible for preparing the financial package for the PROJECT; and

WHEREAS, the CITY agrees and understands that the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.; and

WHEREAS, the CITY agrees this PROJECT is and will remain the CITY's Urban Highway Program funding priority until constructed; and

WHEREAS, the current estimated cost for all phases of the PROJECT is approximately \$7,600,000<sup>1</sup> including indirect costs (IDC);

WHEREAS, it is mutually agreed upon that a cooperative delineation and identification of duties and responsibilities of the parties is essential to the overall development of this PROJECT.

NOW THEREFORE, the parties set forth below the fundamental duties and responsibilities necessary for this proposed PROJECT.

---

<sup>1</sup> Cost estimate based on preliminary estimates dated 11/2021, includes all phases, inflation, and IDC.

## **I. PROJECT DEVELOPMENT**

### **A. MDT:**

1. Will develop and let the PROJECT for construction including consultant management, administration, engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase, right of way acquisition, and utility relocations in preparation to let and to construct the PROJECT.
2. Agrees all design will be in accordance with MDT's Project Development Procedures and Design Manuals and, where applicable, current MDT and AASHTO urban standards.
3. Agrees to collaborate with the CITY and the consultant on design specific details in all public involvement activities.

### **B. CITY:**

1. Agrees to act as the PROJECT sponsor and will provide appropriate and timely input during the PROJECT's development. The CITY will issue local permits for applicable construction activities.
2. Acknowledges PROJECT design decisions and changes have potential to impact PROJECT schedule and fundability.
3. Agrees to participate and support MDT in public forums, present in collaboration with the consultant and MDT design specific details and PROJECT elements.
4. Agrees to update the local Transportation Coordinating Committee (TCC) regularly. Updates to include PROJECT status including PROJECT decisions affecting STPU funding.

## **II. ENVIRONMENTAL REVIEW**

### **A. MDT:**

1. Will be responsible for the development of documents necessary for compliance with the National Environmental Policy Act (NEPA), 23 CFR 771, Section 106 of the National Historic Preservation Act (NHPA), Section 4(f) of the DOT Act, and the Montana Environmental Policy Act (MEPA), in connection with the actions contemplated in this agreement. MDT will coordinate with FHWA for their approval of the NEPA document, as necessary.

### **B. All Parties:**

1. Understand that the decisions made by MDT and FHWA pursuant hereto and the execution of this agreement do not constitute the irretrievable commitment of resources by MDT or the CITY until all necessary steps are taken with regard to any particular decision to comply with NEPA/MEPA and other applicable state and federal laws.

## **III. FUNDING**

### **A. MDT:**

1. Will bill the CITY for costs in excess of available federal funding or elements that are not federal-aid eligible prior to programming.

**B. CITY:**

1. Agrees to and acknowledges its responsibility for all costs associated with the PROJECT in excess of available STPU funds, for 100% of non-federal aid eligible costs, and payback of state and federal funds expended on the PROJECT if required.
2. Will provide any necessary local or non-federal match funds and associated indirect costs to MDT within thirty (30) days of billing. MDT will not submit programming requests to FHWA for individual PROJECT phases until the required matching funds and funds for costs in excess of available federal funds, if any, have been transferred to MDT.
3. Agrees, if the CITY actions cause MDT to terminate the PROJECT development at any time, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT, up to the date of the stoppage.
4. Agrees, if the CITY actions result in federal nonparticipation, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT related to all nonparticipation costs.
5. Will develop a comprehensive financial plan, for MDT review and approval, for the PROJECT. The financial plan must address sources of funds in the event of unanticipated cost overruns. This financial plan must be approved before MDT will request programming for the construction phase of the PROJECT.

**C. All Parties:**

1. Agree and understand Section 17-1-106 MCA requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's indirect costs as defined by 2 CFR Part 200 Appendix VII. MDT's current indirect cost rate is 10.71% for fiscal year 2023 (July 1, 2022, to June 30, 2023).  
For this PROJECT, MDT billings to the CITY will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY, if this PROJECT extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.
2. Agree and understand the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.
3. Agree current PROJECT cost estimate for all phases is \$7,600,000, this includes IDC, contingency, and inflation to FFY26. Project costs will be assessed at final design. If at final design, the estimate exceeds the available STPU funds described in this Section, the CITY will have the option to modify PROJECT features to best fit the PROJECT needs and budget.

PROJECT funding sources include:

STPU funds FFY 2026 <sup>2</sup> :	\$ 5,200,000
Local funding:	<u>\$ 2,500,000</u>
	\$ 7,700,000

4. Agree PROJECT estimates will be updated at PROJECT milestones or as more refined estimates become available until PROJECT closeout. All Parties will meet regularly during the PROJECT development process and during each phase to exchange PROJECT information, ensure PROJECT and funding are tracking together, and identify any outstanding issues.
5. Acknowledge PROJECT design details and changes have potential to impact PROJECT schedule and fundability. PROJECT cost increases above available funding will delay PROJECT delivery timeframes until a complete funding package has been secured.

#### **IV. PROJECT DESIGN PHASE**

##### **A. MDT:**

1. Will develop constructible design plans, in accordance with MDT design policies, practices, guidelines, and the environmental process for the PROJECT.
2. Will provide the CITY a design phase cost estimate including indirect costs to cover MDT administrative expenses and request for any non-federal match funds.

#### **V. RIGHT-OF-WAY ACQUISITION**

##### **A. MDT:**

1. Will request federal authorization to proceed with right-of-way acquisitions.
2. Will follow standard procedures to appraise, acquire and certify that all right-of-way donated or purchased for this PROJECT was acquired in accordance with all applicable federal and state laws and regulations required for federal funded projects such as 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulation for Federally Assisted Programs, and the guidelines and procedures contained in MDT's Right of Way Manual.
3. Acknowledges that any right of way donated toward the PROJECT will reduce the overall PROJECT costs and be considered as participation in the PROJECT funding package, subject to limitations of federal/state match requirements, the right of way requirements of the PROJECT, and subject to FHWA approval.

##### **B. CITY:**

1. Acknowledges that, according to federal regulations, if right-of-way is donated to a PROJECT, the value of the right-of-way can only be credited

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<sup>2</sup>Estimated Annual Allocations are subject to MDT Transportation Commission approval. Funding Projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal and state actions. Surface Transportation Program (STPU) funds available is dependent on the delivery year of the PROJECT.

after notification from MDT that FHWA authorization to proceed with right-of-way acquisition has been issued and is subject to the following provisions:

- a. Any right-of-way acquired or donated for the PROJECT must be procured in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federally Assisted Programs, and the guidelines and procedures contained in MDT's Right of Way Manual. Per MDT Policy Procedure 8.03.004.1, donated right of way for the PROJECT as in in-kind contribution can be used to reduce the overall PROJECT costs, not to match federal funds. Donated right of way will be valued by MDT as consistent with state and federal requirements.

C. All Parties:

1. Agree valuation of CITY's right of way acquired for the PROJECT will be determined by a qualified appraiser per MDT's discretion.

**VI. UTILITIES**

A. MDT:

1. Will inform the utility companies responsible for water, storm and sanitary sewer, power, gas, and phone of the future plans for the area and encourage the utility companies to make provision for any utility additions, adjustments, or replacement anticipated within 20 years after the estimated completion of the PROJECT.
2. Will prepare necessary utility agreements for facilities that must be moved because of conflicts with the proposed PROJECT.
3. Will follow standard procedures for utility relocations and will coordinate with the CITY.

**VII. CONTRACT AWARD ADMINISTRATION**

A. MDT:

1. Will provide a detailed breakdown of all estimated PROJECT costs and bill the CITY accordingly for local contributions as necessary to complete the funding package and bill the CITY in advance for construction of the PROJECT no more than (60) days before bid opening.
2. Bid, award, and administer the construction contract for the PROJECT, once a complete funding package is in place, in accordance with the standard MDT procedures, including obtaining concurrence of award from FHWA.
3. Will not award the PROJECT contract without the CITY's concurrence if the bid price exceeds the available funds or exceeds MDT's Project Award Guidelines.

B. CITY:

1. Will submit payment for its portion of PROJECT cost based on the MDT engineer's estimate for the construction and construction engineering costs to the MDT within thirty (30) days of billing.
2. Agrees if the federal government requires a reimbursement or return of any federal funds because a PROJECT doesn't advance due to CITY's failure to make any scheduled payment, the CITY will reimburse MDT for those federal funds within thirty (30) days of billing.

3. Agrees if at bid opening the CITY concurs with cost increases greater than MDT's Project Award Guidelines, the CITY will pay the increased costs in excess of available STPU funds within thirty (30) days of MDT's billing.
4. Agrees if at bid opening the CITY does not concur with cost increases greater than 10% of MDT's estimate, MDT will not award the PROJECT.
5. Agrees payments to this PROJECT will be coordinated through the MDT's Administration Division and will be provided to MDT staff in the form of a check to be deposited and credited to this PROJECT. Please make the check payable to the "Montana Department of Transportation" and send your payment to:

Montana Department of Transportation  
Attention: Collections  
P.O. Box 201001  
Helena, MT 59620-1001

The contact for billing and accounting questions for the MDT will be:  
Ben Ternes  
Special Project Accountant  
P.O. Box 201001  
Helena, MT 59620-1001

The contact for billing and accounting questions for the CITY will be:  
[ENTER NAME]  
[ENTER TITLE]  
115 West 1<sup>st</sup> St.  
Laurel, MT 59044

C. All Parties:

1. Agree project costs will be assessed at final design. If at final design, the estimate exceeds the available STPU funds described in Section III, the CITY will have the option to modify PROJECT features to best fit the PROJECT needs and budget.
2. Understand it is possible that the PROJECT estimate may be exceeded once construction has begun. MDT will inform the CITY beforehand, and as early as possible, of anything that appears will result in a cost increase in excess of available STPU funds and will discuss the need for any possible change order with the CITY. It is agreed the CITY does not have the ability to veto or delay, or refuse to pay for, any change orders deemed necessary by MDT. Change orders, costs increase or unforeseen expenses in excess of available STPU funds will be borne by the CITY.
3. Agree the CITY's portion of the cost of any change order will be billed as early as it can be readily determined and will be due and payable by the CITY within thirty (30) days of the statement.
4. Agree within six (6) months after the PROJECT has been finally accepted with the final costs submitted, MDT will submit a final statement to the CITY. The final statement will be in the form of an invoice and provide details of any expenses that may be identified as "miscellaneous," billing the CITY for cost overruns, or it will be a check, for overpayment by the CITY. The CITY must

submit payment to MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the CITY is billed for additional funds, MDT will not participate in any future funding agreements with the CITY until full payment, including interest, is received from the CITY.

#### **VIII. PROJECT CONSTRUCTION PHASE**

**A. MDT:**

1. Will request programming of STPU funds and program local funds necessary to complete the funding package for the construction phase of the proposed PROJECT.

**B. CITY:**

1. Acknowledges the funding plan must demonstrate that all components of the PROJECT will be completed.
2. Acknowledges FHWA construction phase approval is contingent on an acceptable and comprehensive funding plan for the completed PROJECT.
3. Acknowledges the value of quantifiable materials and other MDT and FHWA approved in-kind contributions can also be credited to reduce overall PROJECT costs if all specifications are met and the transfer of ownership is accomplished after the PROJECT is programmed. No other contributions or services will be credited.

**C. All Parties:**

1. Agree and understand that MDT's funding contribution is contingent on the conditions described herein and therefore the PROJECT will not be programmed for the construction phase until:
  - a. a funding package for the PROJECT through construction, including contingencies and overruns, is in place to MDT's satisfaction; and
  - b. all approvals, clearances and permits are obtained.

#### **IX. GENERAL TERMS AND CONDITIONS**

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the CITY violates or breaches any term, condition, or article of this Agreement and the CITY has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the CITY's representative, of such violation or breach of any term, condition, or article of this Agreement.
3. **Other Agreements** – Other Agreements pertaining to the PROJECT area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
  - a. The CITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments ( including the cost of defense and

reasonable attorney fees) arising in favor of or asserted by the CITY's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the CITY, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the CITY, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the CITY.

#### 5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The CITY must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

#### 6. Public Safety

- a. It is agreed, if any repairs to the elements of the PROJECT must be performed to address or prevent a public hazard, the CITY will immediately protect the area from public access, contact the appropriate MDT District

Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's IDC rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.71% for fiscal year 2023 (July 1, 2022, to June 30, 2023). If the work occurs or extends into fiscal year 2024 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

[ENTER NAME]  
[ENTER TITLE]  
115 West 1st St.  
Laurel, MT 59044

- ii. Payments shall be made to:

Montana Department of Transportation  
Attention: Collections  
2701 Prospect Avenue  
PO Box 201001  
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The CITY will require that during the performance of any work arising out of this Agreement the CITY, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this Agreement.

12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT policies and guidelines for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series.
13. Audit – The CITY grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the CITY maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
  - a. CITY's Representative: The CITY's Representative for this Agreement shall be the CITY Manager or designee or such other individual as CITY shall designate in writing. Whenever approval or authorization from or communication or submission to CITY is required by this Agreement, such communication or submission shall be directed to the CITY's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when CITY's Representative is not available, MDT may direct its communication or submission to other designated CITY personnel or agents.
  - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, CITY may direct its direction or communication or submission to other designated MDT personnel or agents.
17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

CITY OF LAUREL

By: \_\_\_\_\_  
City Manager

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Montana Department of Transportation

Approved for Legal Content:

Approved for Civil Rights Content:

By: \_\_\_\_\_  
MDT Legal Services

By: \_\_\_\_\_  
Office of Civil Rights

DRAFT

## MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

### Federal protected classes

Race, color, national origin,  
sex, sexual orientation, gender identity,  
age, disability, income-level & Limited  
English Proficiency

### State protected classes

Race, color, national origin, parental/marital status,  
pregnancy, childbirth, or medical conditions related to  
pregnancy or childbirth, religion/creed, social origin or  
condition, genetic information, sex, sexual orientation,  
gender identification or expression, ancestry, age,  
disability mental or physical, political or religious  
affiliations or ideas, military service or veteran status,  
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-dis crimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
  - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
  - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement, the PARTY assures MDT that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

## Exhibit B

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### **MONTANA TRANSPORTATION COMMISSION POLICY STATEMENT**

Adopted by the Montana Transportation Commission  
during regular session on April 7, 1998 – Revised November 22, 2002  
Policy Number \_\_\_\_\_06

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### **URBAN HIGHWAY PROGRAM BORROW POLICY**

#### **Background**

Each year the Transportation Commission allocates a portion of the Federal Aid Surface Transportation Program funds to the Urban Highway System. The annual allocation is used to fund construction projects on the designated urban highways in Montana's fifteen urban areas.

State statutes and past commission action have allowed urban areas to borrow against their anticipated Urban Highway Program funds. Recognizing that Urban Highways Program funds are apportioned solely on the basis of urban population and that the apportionments vary greatly among the fifteen urban areas, this policy seeks to better manage the program through setting understandable borrowing limits.

#### **Policy**

1. The projects must be on the State Urban Highway System as defined by the Montana Transportation Commission to be eligible for Urban Highway Program funds.
2. Each city (urban area) can borrow up to five years of its current year apportionment for the benefit of eligible projects but the total amount advanced cannot exceed one-half the total amount apportioned to the State Urban Highway Program.

**File Attachments for Item:**

15. Ordinance No. O22-07: An Ordinance Amending Section 14.04 Of The Laurel Municipal Code Relating To The Construction Board Of Appeals For The City Of Laurel

**ORDINANCE NO. 022-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 14.04 OF THE LAUREL MUNICIPAL  
CODE RELATING TO THE CONSTRUCTION BOARD OF APPEALS FOR THE  
CITY OF LAUREL**

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating chapters, sections and subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 14.04 *et al* as noted herein and hereby recommends the same to the City Council for their full approval.

**~~Chapter 14.04 CONSTRUCTION BOARD OF APPEALS~~**

~~14.04.010 Board created.~~

~~A. — There is created a board of appeals consisting of five qualified persons appointed by the mayor, who shall hold office for a two-year term.~~

~~B. — All board of appeals provided in any uniform code adopted by the city under this title or referenced elsewhere in this code, are replaced by the board described in subsection A of this section.~~

~~(Ord. 05-15 (part), 2005)~~

~~14.04.020 Duties.~~

~~The board of appeals shall:~~

~~A. — Hear, make findings and decide all appeals arising out of the enforcement of the codes;~~

~~B. — Adopt rules and regulations for conducting its investigations;~~

~~C. — Render all decisions and findings in writing to the enforcing officer of the particular code with a duplicate copy to the appellant;~~

~~D. — Recommend to the mayor such new legislation as is consistent with its findings and decisions;~~

~~E.——Notify the appellant that failure to comply with the board's decision within ten days or within a reasonable time set by the board, will result in the filing of a complaint in the city court to compel compliance;~~

~~F.——Limitations of Authority. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.~~

~~(Ord. 05-15 (part), 2005)~~

~~14.04.030 Ex officio members.~~

~~The official designated in the uniform code as an ex officio member of the board provided in said uniform code shall be an ex officio member of the board established under this title.~~

~~(Ord. 05-15 (part), 2005)~~

~~14.04.040 Failure to comply.~~

~~Once the board of appeals has made its decision, the appellant shall comply with such decision. Upon failure to comply, a complaint may be filed with the enforcing official in the city court.~~

~~(Ord. 05-15 (part), 2005)~~

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

Introduced and passed on first reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, upon Motion by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the Laurel City Council on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, upon Motion by Council Member \_\_\_\_\_.

APPROVED BY THE MAYOR on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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