



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, NOVEMBER 25, 2025
6:30 PM
COUNCIL CHAMBERS**

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.

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 10, 2025.

Correspondence

2. Fire Monthly Report - October 2025.
3. Beartooth RC&D November Correspondence
4. Mize Resignation from Tree/Park Board

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.*

5. Claims entered through November 21, 2025.
6. Clerk/Treasurer Financial Statements for October 2025.
7. Approval of Payroll Register for PPE 11/9/2025 totaling \$278,486.02.
8. Council Workshop Minutes of November 18, 2025.

Ceremonial Calendar

Reports of Boards and Commissions

9. Budget/Finance Committee Minutes of November 10, 2025.
10. Laurel Airport Authority Minutes of November 12, 2025.
11. Revised Tree/Park Board Minutes of October 2, 2025.

- [12.](#) Tree/Park Board Minutes of November 6, 2025.
- [13.](#) Public Works Committee Minutes of October 20, 2025.
- [14.](#) City/County Planning Board Minutes of October 15, 2025.

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

- [15.](#) Appointment of Shane Lacasse to the Emergency Services Committee.
- [16.](#) Resolution No. R25-95: Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With Allies In Aging.
- [17.](#) Resolution No. R25-96: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Prorover.
- [18.](#) Resolution No. R25-97: 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.
- [19.](#) Resolution No. R25-98: A Resolution Of The City Council Of The City Of Laurel, Montana Authorizing The Allocation Of Funds Towards The Purchase Of An Ambulance For The City.
- [20.](#) Resolution No. R25-99: A Resolution Of The City Council Of The City Of Laurel, Montana Authorizing The Purchase Of Trailer From The City's General Fund By The Water And Sewer Enterprise Funds.

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.

File Attachments for Item:

1. Approval of Minutes of November 10, 2025.

MINUTES OF THE CITY COUNCIL OF LAUREL

November 10, 2025

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 6:28 p.m. on November 10, 2025.

COUNCIL MEMBERS PRESENT: Thomas Canape Heidi Sparks
Michelle Mize Jessica Banks
Richard Klose Irv Wilke
Jodi Mackay

COUNCIL MEMBERS ABSENT: Casey Wheeler

OTHER STAFF PRESENT: Brittney Harakal, Administrative Assistant
Lyndy Gurchiek, EMS Chief
Forrest Sanderson, Contract Planner

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 28, 2025, as presented, seconded by Council Member Mackay. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

CORRESPONDENCE:

- Police Monthly Report - October 2025
- Water System Revenue Bond Correspondence

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through November 7, 2025.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 10/26/2025 totaling \$228,891.48.**
- **Council Workshop Minutes of November 4, 2025.**

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

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 seven Council Members present voted aye. Motion carried 7-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of October 28, 2025
- Laurel Urban Renewal Agency Minutes of October 27, 2025.
- Emergency Services Committee Minutes of October 27, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

DRAFT

- **Resolution No. R25-91: A Resolution Of The City Council Of The City Of Laurel, Montana Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Purchase Of An Ambulance From Apgar Ambulance.**

Motion by Council Member Canape to approve Resolution No. R25-91, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-92: A Resolution Of The City Council Of The City Of Laurel, Montana Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Bernhard Ditch Improvements Project.**

Motion by Council Member Mackay to approve Resolution No. R25-92, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-93: A Resolution Of The City Council Of The City Of Laurel, Montana Appointing A Special Prosecutor.**

Motion by Council Member Banks to approve Resolution No. R25-93, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-94: 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 Mize to approve Resolution No. R25-94, seconded by Council Member Klose. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

The next Public Works Committee meeting is on Monday at 6:00 p.m. in Council Chambers.

MAYOR UPDATES:

Mayor Waggoner thanked the Council for approving the new ambulance.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Mize to adjourn the Council meeting, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 6:36 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 25th day of November 2025.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

2. Fire Monthly Report - October 2025.



Laurel Fire Department

For the Month of:

October

Call Type
Structure Fire
Wildland Fire
Extrication
Other Rescue
Alarm
Public Assist
Medical Assist.
Other Calls
Severity Staffing

Number of Calls
7
5
13
4
8
6
14
30
0

Number of Hours

Total

87

906

Other Activities

Training Hours
DNRC Staffing Hrs.

157
0

Total Hours for the Month

1063

Announcements:

Training on Engine 25, Structure Fire Training and Fire Science.
The number of calls reflects the number of times we had PD assistance or assisted PD.

DEFINITIONS

Structure Firefighting

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings. We carry out all levels of Structure Firefighting, including entry and attack, ventilation, salvage, overhaul, and investigations.

Wildland Firefighting

Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire, etc..

Extrications

Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches, etc..

Other Rescues

Rope Rescue, Water Rescue, Ice Rescue.

Alarms

Respond to any false alarms or malfunctions.

Other Calls

EMS assist, industrial or aircraft firefighting, vehicle fires, hazmat, spills, public safety, investigations, gas leaks, carbon monoxide problems, etc..

Severity Staffing- Montana DNRC pays up to 8 firefighters to staff the station each day and respond as a Task Force to wildland fires within Yellowstone, Stillwater and Carbon Counties, as and when needed. They can also be called up to respond to fires anywhere in the Southern Zone areas. The 2 State-owned type 5 wildland engines assigned to Laurel are the ones primarily used for these calls. This has proven to be beneficial to Laurel as a means for a quick response to all incidents.

File Attachments for Item:

3. Beartooth RC&D November Correspondence

Beartooth RC&D

Executive Director Responsibilities

Beartooth RC&D is seeking a part-time Executive Director, who will report directly to the Beartooth Executive Committee. Expectations and responsibilities include, but are not limited to:

- **Schedule**
 - Approximately 10-12 hours per month
 - Most work can be done remotely, with occasional visits to the office and meetings with Beartooth Board and partners
 - Must be present to represent Beartooth in annual MOU discussions and assist with preparation of related materials
- **Strategic Oversight & Visioning**
 - Provide leadership on long-term goals and regional development priorities
 - Support alignment between Beartooth RC&D's mission and current initiatives
 - Maintain key relationships with regional partners, funders, and government entities
- **Board Collaboration**
 - Prepare for and attend monthly Board/Executive Committee meetings
 - Advise the Board on strategic decisions, funding opportunities, and program direction
- **Funding & Resource Development**
 - Identify high-level funding opportunities (grants, sponsorships, collaborations)
 - Support grant strategy and review proposals when appropriate
- **Organizational Stewardship**
 - Ensure compliance with nonprofit governance and reporting requirements
 - Provide guidance to staff or volunteers on priority projects
 - Conduct annual staff evaluations
- **Communication**
 - Respond to emails as needed on a weekly basis
 - Lead occasional staff meetings to guide and advise employees

Beartooth RC&D Area, Inc.

Board of Directors Meeting Agenda

1:00 pm on Thursday, Nov. 20, 2025

Ace Stillwater County Civic Center

16 Sheep Dip Rd, Columbus, MT 59019



1:00 pm	<u>Meeting Called to Order</u> Pledge of Allegiance, Introduction of Members & Guests	Chair, All	Information
	Review September Board Minutes	Chair, All	Action
	<u>Congressional Updates</u> • Tory Kolkhorst (Sen. Daines) • Zoey Stroop (Congressman Downing) • Celia Rigler (Sen. Sheehy)		Information
	<u>Treasurer/Financial Reports</u> • Treasurer Update • RC&D Financials – p. 9 • RLF Financials – p. 10 • Financial Update – p. 11 • Attorney Fee Schedule – p. 11	Hauge / Knight	Action Action
	• Beartooth Employee Personnel Handbook (Approval of Updates) • Executive Director Responsibilities Review	Chair	Action
	<u>Staff Reports – Program/Project Updates</u> 1. Food/Ag Program – p. 12 2. Project Mngmt– p. 12 3. REAP	Eik Lastusky Losleben	Information
	<u>Regional Roundup</u> <i>News & updates from regional members on projects & activities in key CEDS categories (see topics on next page)</i>	Roe, et al.	Information
	<u>Next Beartooth RC&D Board Meeting</u> January 15, 2026 – Rock31 Zoot Room		Information
2:30 pm	Adjourn		

Regional Roundup

CEDS SWOT (Comprehensive Economic Development Strategy: Strengths-Weaknesses-Opportunities-Threats)

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 each area that fit into our CEDS categories.

Be thinking about Strengths, Weaknesses, Opportunities, & Threats of your community or our region. Thank you!

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

NOTES:

**Beartooth RC&D Board Meeting
September 18, 2025 – 1:00 pm
Roberts Fire Hall**

Present:

Brad Eik, Food & Ag Director
Nan Knight, Finance Director/Brownfields Coordinator
Myrna Lastusky, Project Manager
Ryan Van Ballegooyen, Dept. of Labor & Industry/Job Service
Commissioner Melanie Roe, Sweet Grass County
Mike Boyett, Billings City Council
Tina Toyne, City of Hardin Economic Development Director
Kevin Mitchum, Sibanye-Stillwater Mine
Zoey Stroop, Congressman Downing's Office
Tork Kolkhorst, Senator Daines' Office
Commissioner Scott Blain, Carbon County
Lorene Hintz, Big Sky EDA / SBDC
Bob Van Oosten, Stillwater Conservation District

Via Zoom:

Danny Choriki, Billings Area Family Violence Task Force/Ubet Post
Commissioner Mike Waters, Yellowstone County

Guest:

Alexandria Edwards, City of Hardin – Project Manager for City of Hardin Pilot Tourism grant

Meeting Called to Order: Ryan Van Ballegooyen called the meeting to order.

Pledge of Allegiance, Introduction of Members and Guests

Review July Board Minutes: Danny Choriki motioned; Tina Toyne seconded. Motion carried.

Congressional Updates

Tory Kolkhorst (Senator Daines)

- Assassination of Charlie Kirk – effect felt throughout the world. Sen. Daines has gone on multiple news shows. Tory read a statement from the senator.
- 9-11 Anniversary – two Montanans were on flight that crashed in Pentagon
- Bill Mercer's nomination passed Senate Judiciary Committee as Montana District Judge
- Central Asia – overturn outdated trade restrictions and stop flow of narcotics
- Senate Indian Affairs – Crow Revenue Act, Crow Tribe Water Settlement Act
- Was just in Israel to meet with PM Netanyahu and wrote an OpEd in *The Daily Caller*
- Comsr Blain thanked Tory by helping his family get a White House tour recently

Zoey Stroop (Congressman Downing)

- Visited 18 counties in August – did a Highline Tour
- Secured MT Water Security Act – Fort Belknap
- Introduced legislation to reverse Biden Admin’s ban on federal coal leasing in Powder River Basin
- Introduced bi-partisan bill to modernize FEMA flood maps
- Attended several vigils and memorials for Charlie Kirk

Treasurer/Financial Reports: page 9

- Have received \$470,686
- Expenses at \$373,479
- Audit prices went up but not as much as we budgeted for
- \$117K in checking account currently
- \$109K in pass-throughs

RLF Books: p. 10

- 25 loans in our region
 - Loan balance is just over \$2 million
 - Waiting to finalize new loan in Yellowstone for \$210,000
 - Completed compliance review for Brownfield RLF – active on Oct. 1st. Will allow us to loan out \$1M for cleanup activities.
 - 1 delinquent loan in Yellowstone – certified letter has been sent
 - Ryan said it’s a great track record to only have 1 of 25 delinquent since we deal in higher-risk loans
 - \$1.9M in loans (not counting the Brownfield RLF – that will be completely separate)

Financial Update – p. 11

- Update of everything going on as of beginning of September
- REAP – continue to wait for it to open up; anticipate Oct. 1st opening for a 25/75 split to conduct energy efficient upgrades
 - Beartooth will receive \$20K for 2 years to assist in TA and marketing
 - State asked Beartooth if we would house an employee for 2 years to conduct REAP TA. They had someone in Helena but they weren’t doing outreach to eastern MT. Our Executive Committee voted last month to move forward with a hire. We have hired one of the candidates for the Ag position that we were very impressed with, and she has accepted the job offer to start Nov. 3rd.
- RMAP TA funds - \$14,397 – for any business with 10 employees or fewer, we can come in to do training or other TA.
 - We approved \$3,000 of these funds to be used for an economic impact study for Yellowstone Cattle Feeders.
- BSED decided not to continue their partnership with Beartooth under the MOU. Paul Green said with their budget cut and letting 6 employees go, they had to find more areas to cut.
- 2024 audit costs went from \$17K to \$24,100 due to Beartooth being subject to a single audit requirement. Nan provided a couple copies of the audit and said she will need an approval of it by the end of the month. Our auditor Caitlin is happy to answer any questions from our board.
- Nan drew attention to #9 – “Beartooth is not found to be a low-risk organization.” She asked the auditor, and that is standard procedure for any organization in the first two years as a single audit.

- Ryan: We have a clean audit, which is great. Nan had to transition everything to new software over the past year.
- Mike asked about the “no major issues” – any minor ones? The only thing the auditor mentioned is that credit card receipts need to be coded a little more carefully or use some software. It is expensive, so Nan asked her for suggestions for software for our size organization.

ACTION: Lorene Hintz motioned to approve the Beartooth and RLF financials as presented. Melanie Roe seconded. Motion carried.

ACTION: Mike Boyett motioned to approve the audit as presented; Tina Toyne seconded. Motion carried.

Conflict of Interest Policy: Ryan shared it with the members and asked them to read and sign and return to us, including the ones online.

AI Policy: Ryan shared the policy and asked for input.

- Danny Choriki mentioned the different types of AI and possibly including that language.
- We continue to finetune the Personnel Policy Handbook and will ask it to be official next meeting.

STAFF REPORTS

Food and Ag Director (Brad Eik) – p. 14

- Attended annual FADC meeting in Whitefish – got to meet counterparts around the state. Very impressed with the work the FADCs are doing. Took some tours and saw some work that is being done. Excited to do the same for our counties.
- Business Enhancement Program (BEP): Deadline was Sept. 15 and money was left, so before deadline, we reached out to many current clients and were able to apply for several grants. Some of the clients were able to get 2 or 3 BEP grants (totaling \$6K or \$9K). e.g. Caramel Cookie Waffle Co. and Greycliff Mill, for example.
- Lean 101 Training – Nan and Brad attended the training with the employees and it was a great experience – team building exercises and showing how everything flows much better as a chain vs. isolated tasks. Great training if anyone has a business they want us to help.
- FADC Annual Report submitted.
- Turk Stovall/Yellowstone Eco Solutions – plans for huge feedlot, ethanol plant, and packing plant. Would include an innovation center to teach employees and add many jobs to Yellowstone economy. Will also greatly help farmers and ranchers in the state.
- Attended Billings Market Trade Show – was able to visit with Becky Stahl of Becky’s Berries and was so impressed with her knowledge and processes. Becky wants to start working with influencers.
- Brad is a 4th generation family rancher from Joliet, but this new job has opened his eyes up to so many more opportunities for the ag community in Montana.

Project Manager Report (Myrna Lastusky) – p. 14

USDA RCDI Grant with RLACF

- Roberts (Schuyler Commons)
 - Young teacher in the bungalow
 - Working on plans to begin Phase I triplex
- Roberts Birch House – Roberts School staff member to buy/repair the home
- Old Memorial Hospital – site-specific cleanup grant application, partner coordination
 - This morning we found out the owner is not able/willing to proceed as quickly as we need it to happen

RCAC (Rural Community Assistance Corporation) Grant in Columbus

- Stillwater County Chamber of Commerce support / formation of 501c3
- Farmers Market Outreach/Communication – every Thursday August 7– Sept. 4th
- Tourism team
 - Rilie Tané Art historical mural across from City Hall – ribbon-cutting held on Sept. 4th with Q2 news coverage.
 - Met with Museum of the Beartooths Board – approved future mural
- Downtown Revitalization team – Mural designed by Saydee Mitchum was painted on NAPA by Saydee & friends/family, and Downtown team members. Ribbon-cutting held on Aug. 28th.
- Myrna shared photos of the new murals. Oohs and ahhs. 😊

Miscellaneous

- Job applicants, hiring of Brad Eik, and working to hire someone for the REAP TA program
- Rapelje Bike Fest: Sept. 12-14 (provided planning help)
- EDA Disaster Supplemental Grant – working with Stillwater, Stahly, & EDA on options
- RCDI Grant Application for Sweet Grass – awaiting word on this
- Bozeman Trail efforts – Ralph Saunders book published & website live
 - Mel mentioned the Yellowstone Trail efforts – are working with the Sweet Grass Museum (Mel with check with someone on that and whether BT efforts can be combined)

Brownfields Program Report (Nan Knight) – p. 13

- Rocky Fork Inn will be bulldozed soon.
- Beartooth is considering applying for another assessment grant. Since funding became available in July 2024, we have depleted our \$460K of funds to \$90K. Some projects are still in the works, but so far we have completed:
 - 2 Phase 1 assessments
 - 4 Phase 2 assessments
 - 4 ABCAs (Analysis of Brownfield Cleanup Alternatives)
- Still working to assist the Helping Hands Food Bank in Hardin – will be a couple of years
- Also considering a site at Muddy Hall – N. Cheyenne area
- Dry cleaner in Laurel who is looking for assistance to either sell or convert equipment to modern, healthier laundering methods. Also considering REAP as an option.

- Nan and Myrna went to Chicago in August for the National Brownfields Conference – very intensive learning.

Gaurav Thakur, EDD, on Extended Family Medical Leave

Ryan explained that Gaurav is on extended family medical leave for several months in India. Staff & Executive Committee are hoping to keep things afloat until he can return. He is a great employee and it will take time to find a new hire, get them trained, and get them even close to where Gaurav is before he can hopefully return. We will know more by the end of the calendar year.

REGIONAL ROUNDUP

Commissioner Scott Blain, Carbon County

- Old Cedarwood Nursing Home was purchased by County; contracted with Cushing Terrell for a potential Law & Justice Center. Courthouse is very old and has no elevator. Plan to demo Cedarwood in the next year and move forward. This would put all county services into one building instead of 3.
 - Hoping to do most of it without any more taxpayer asks.
 - The food bank is currently in Cedarwood, but they could probably relocate to the old courthouse.
- Joliet – getting a new water tower
- Joliet Farmers Market has been a great event
- Trying to manage county fairgrounds more efficiently – ability to have weddings, etc. Hired a fairgrounds part-time manager to bring in more events.
- Beartooth, EDA, & Stahly are working with Carbon to submit EDA Disaster grants for Edgar Lagoon and Rosebud Creek Rd. reconstruction.

Mike Boyett, City of Billings

- We have a superfund site in Billings – old dry cleaner that was dumping chemicals. It is a 33-year, \$30M project with Sites A, B, and C.
- Amend Park – 2 indoor ice skating rinks (one for public, one for hockey team) and 6 indoor gyms. All being done with TIF funding. Will bring a lot of outside money into Billings.
- Mental Health facility efforts – process wasn't well done; State hadn't set aside money for hiring. Comsr. Waters agreed that they had not thought things through well at all. Needed water and sewer from the City. Perhaps Laurel or Columbus will want it now.

Lorene Hintz, BSED / SBDC

- Annual Bus Tour - 60 people participated. Toured the new Army facility, Vet School, etc.
- Member Investor Lunches – is now called Behind the Bill. They had a networking event at TKI.
- BSED Annual Meeting is Oct 2nd at 11:15 at the Depot.
- Statewide Training on Digital Marketing – Zoom meeting but want groups to meet in person. So join them Oct 21 at the Zoot Room for our area.

Bob Van Oosten, Stillwater Conservation District

- Very dry; rivers and streams are getting really low.
- Many people coming in for diversion work on streams.
- Many ditches in need of help over the winter.

Kevin Mitchum, Sibanye-Stillwater Mine

- Really appreciated Beartooth & the ROCE Downtown team hosting the contest his daughter Saydee won for the mural – it was a great experience for her.
- Mine is working on budgets for next year
- Slight relief on metal prices but need them to go up more. They are at least stable.
- Still hiring a bit, mainly mechanics and elevator repair

Ryan Van Ballegooyen, Dept of Labor / Billings Job Service

- Workforce – more people looking for work than we have work available
- Unemployment rates are very low still
- MT is historically one of the last to react to economic conditions
- 406 Jobs Initiative:
 - 4 pathways for every Montanan to have an employment plan
 - 0 barriers to work
 - 6 high-demand sectors (including healthcare, construction, manufacturing)
 - Every Montanan will have a job plan, whether they are a teen or retired and still looking for part-time work.

Alexandria Edwards, City of Hardin (for Tina Toyne)

- Alex began as Project Manager for Hardin’s Pilot Tourism grant in June
- 5 new businesses since July – and DQ re-opened!
- Food trucks are becoming very popular all over but really booming in Hardin
- Splash pad at South Park had some delays – grand opening in spring. Horseshoe courts and cornhole boards will be ready this fall.
- Tina, Alex, and Mayor doing outreach at Farmers Markets
- Pilot Tourism Grant – working with Cushing Terrell on architectural services for a Visitor Center
- Contracted with Destination IQ for marketing and tourism. Spent 3 days taking them all over Big Horn. They were amazed at the size of the County and the amount of things to do.
- Alex and Tina are attending Reimagining Rural in Glasgow and then going to MEDA in Polson

Danny Choriki, Ubet Post/Billings Area Family Violence Task Force

- AI Policy – take a serious look at defining what you mean by it (many types of AI).
- Billings Area Family Violence Task Force meeting next Friday focusing on stalking issue.
 - Educate people on what is happening
 - Huge gap between when someone is being threatened/stalked and when they turn in a report to police to the time when they actually feel safe. No one is currently responsible for that. Big part of that is the breakdown of community.
 - Woman leading the conversation is Diane Parker – morning anchor on KULR-8 – who has been through a lot the past few years with a stalker. There were 10 open cases against her stalker at one point, which just should not happen.

Commissioner Mike Waters, Yellowstone County

- Record year for the fair – great having outdoor rodeo arena
- Got through new fiscal cycle. Public safety budgets are still a concern.

Meeting adjourned at 2:26 pm.

Next BRCD Board Meeting is Thursday, November 20th at 1:00 pm in Columbus (venue TBD).

Oct 2025 Beartooth Books			
2025 Income	2025		% of budgeted
	Budget	Actual	
AG-FOOD AND AG CENTER	60,000	52,420	87.37%
Specialty Crop Block	58,166	4,146	7.13%
FARM TO SCHOOL	1,200	3,335	277.92%
REAP	5,000	1,755	35.10%
BOARD - EDA SPONSOR DUES	56,979	43,136	75.71%
BOARD-INTEREST INCOME	450	239	53.04%
BOARD-FOUNDATION MONEY	3,300	3,610	109.40%
DEQ-EJ	36,500	4,280	11.73%
RLF-ORIG FEES	5,000	3,260	65.20%
RLF- RMAP	12,500	11,526	92.21%
BROWNFIELD	19,250	23,733	123.29%
CRDC	82,269	61,702	75.00%
EDA - GRANT	70,000	52,500	75.00%
RCAC	25,000	16,602	66.41%
RCDI(Hardin)	4,800	5,706	118.88%
RCDI (Red Lodge)	4,800	3,952	82.34%
Pass- Through		259,676	
Restricted SSBCI & Loan Interest		93,751	
	445,214	645,329	
Expenses for 2025			
TOTAL STAFF EXPENSE	275,000	232,313	84.48%
COMMUNICATIONS	12,000	11,460	95.50%
EQUIPMENT & VEHICLE	9,000	7,215	2.62%
CONTRACTUAL	15,000	261,024	1740.16%
SUPPLIES	10,000	18,019	180.19%
TRAVEL	20,000	16,129	80.65%
INSURANCES	8,000	8,015	100.19%
RENT/UTILITIES	12,500	6,590	52.72%
FY 24 Audit	28,000	26,100	93.21%
Restricted SSBCI & Loan Interest			
EXPENSE TOTAL	389,500	586,867	
	55,714	58,462	
Statement Ending: 10/31/2025			
Checking Account:	\$91,251.75	unrestricted cash	
Restricted cash in checking for CGWG & JOJ	\$8,542.93	\$82,708.82	
Savings Account:	\$77,735.41		
Building Account:	\$4,511.06		
* Defunded or funding exhausted			

Revolving Loan Fund Books ending- October 31, 2025				
Loan Client Review				
County	# of loans	\$ Loan Balances		
Big Horn	2	\$	182,865.87	
Carbon	4	\$	440,336.09	
Stillwater	4	\$	367,738.28	
Sweet Grass	1	\$	56,467.99	
Yellowstone	14	\$	909,253.71	
Total:	25	\$	1,956,661.94	
* One new loan was approved in Yellowstone County in the amount of \$210,000. waiting for closing				
* RLF activity is extremely active				
* One delinquent loan in Yellowstone County - now working with attorney				
Bank Balances as of October 31, 2025 Total available for lending				
Bank of Joliet- RMAP	\$	164,932.43	\$	164,932.43
\$250,000 (still waiting to be drawn down)				
Bank of Joliet – RMAP LOAN LOSS	\$	8,030.08	\$	-
Bank of Joliet EDA	\$	23,337.19	\$	23,337.19
Bank of Joliet-CDBG	\$	201,480.68	\$	201,480.19
Bank of Joliet- IRP	\$	746,318.19	\$	706,318.19
Bank of Joliet-Fromberg	\$	52,815.00	\$	52,815.00
			Available:	\$ 1,148,883.00
(RMAP waiting to be drawn down)				\$ 250,000.00
(IRP and BSED waiting to be drawn down)			210k pending	\$ 511,250.00
				\$ 1,910,133.00
Restricted Accounts			Principal amounts paid back	
FIB – SSBCI 2.0	\$148,621.00		\$	10,551.90
BOJ- SSBCI 2.0	\$79,651.50		\$	18,728.70
Drawn down New funded:				
Loans amount:	\$750,000			
New IRP-	\$ 215,250.00		\$	71,500.00
New IRP-	\$ 67,500.00		\$	22,500.00
New IRP-	\$ 112,500.00		\$	39,250.00
New IRP-	\$ 157,500.00		\$	52,500.00

Financial Update

- 2024 Audit Costs
 - Total Audit: \$26,100
 - Single Audit: \$24,100
 - 990 Filing: \$2,000

Beartooth retired the old phone system and transitioned to a new Wi-Fi-based system.

New Monthly Plan

- Wi-Fi phones \$100/month
- Office Wi-Fi service: \$69.95/month
- Total New Monthly Cost: \$169.95

Email Migration (Required for Transition)

- One-time email conversion: \$1,700

QuickBooks Upgrade & Credit Card Tracking

- Auditor recommended stronger tracking of credit card activity.
- Beartooth upgraded to QuickBooks Enterprise on October 22.
- Upgrade cost: \$1,904
- Annual subscription going forward: \$2,300
- Credit received for unused subscription: \$1,700

Previous Monthly Costs

- CenturyLink: \$203
- Quest: \$26.95
- T-Mobile: \$60

Total Old Monthly Cost: \$289.95

Monthly Savings: \$120

Board Action Needed

- Discussion and recommendation on establishing a cap for attorney fees.

Transaction Summary Report for CDBG - All By Funding Source (All transactions)

11/13/2025 02:52 PM

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				== PAYMENT ALLOCATION ==				== BALANCES AS OF LAST POSTING ==			
LoanID	Borrower	Disbursement	Total paid	Fees	Interest	Principal	TA	Fees	Interest	TA	Principal
Fund: CDBG											
BRCD 00087	A	65,650.00	39,818.25		26,944.55	12,873.70					52,776.30
BRCD0033	B	14,043.84	24,594.05		10,550.21	14,043.84					
BRCD0085	C	146,450.00	206,555.84		60,105.84	146,450.00					
BRCD 0090	D	151,500.00	79,982.21		51,167.66	28,814.55					122,685.45
BRCD 0092	E	38,127.00	18,854.46		10,773.48	8,080.98					30,046.02
BRCD0094	F	208,683.75	55,284.96		32,375.89	22,909.07					185,774.68
BRCD 0095	G	20,200.00	14,397.82		2,220.50	12,177.32					8,022.68
BRCD0096	H	175,543.48	38,030.40		26,027.34	12,003.06					163,540.42
BRCD0099 CDBG	I	79,651.50	29,003.18		11,029.96	17,973.22			627.23		61,678.28
BRCD0102	J	50,500.00	12,957.06		5,237.84	7,719.22					42,780.78
BRCD0104	K	101,000.00	21,683.14		7,008.96	14,674.18		150.00	2,402.92		86,325.82
BRCD0107	L	61,000.00	7,500.00		2,408.93	5,091.07					55,908.93
CDBG: 12 loans		1,112,349.57	548,661.37		245,851.16	302,810.21		150.00	3,030.15		809,539.36
Totals for 12 loans		1,112,349.57	548,661.37		245,851.16	302,810.21		150.00	3,030.15		809,539.36

STAFF REPORTS

FADC Director Report (Brad Eik)

- BAM – Had two of the three BAM applications accepted for funding (Becky’s Berries SW, and Stone Soup Kitchen Y)
- Agritourism Grant - Applications were due at the end of October, Hailey Vine at MDA said all the FADC’s submitted 1 or 2 applications. Beartooth area submitted 6 very strong applications.
- Growth Through Ag – Deadline for pre-apps was Monday the 10th. I reviewed 3 applications for applicants, and I am uncertain of how many others may have been submitted.
- REAP - Sky and I attended a REAP meeting in Bozeman Nov 6th with the main facilitators for the program in the state, but no one from USDA was present due to the shutdown.
- We also attended the 2025 Ag Economics Conference Nov 7th also in Bozeman. It was a day +filled with excellent speakers offering great information about the state of the economic structure of Montana.
- My FADC – Marketing program put together with MDA and Northern Ag Network Broadcasting to allow current clients to voice their support for their local FADC and share something we have helped them do. This also gives our clients a little free advertising for them.
- I am happy to report that I have contacted or been contacted by more than 40 new and existing clients in our area! I think that is pretty good for just over 3 months. I would say the team’s outreach is working.

Project Manager Report (Myrna Lastusky)

USDA Rural Community Development Initiative (RCDI) with Red Lodge Area Community Foundation (RLACF/Angela Getchell, Workforce Housing Manager)

- Roberts (Schuyler Commons) – work has begun on the Phase 1 triplex.
- Bridger property (6 acres) – no longer an option due to lack of access. BUT we are working on housing with Bridger School District and a possible 8-acre site with Town of Bridger.
- Red Lodge Visioning Exercise - KSU TAB will present their final report to City personnel on Dec. 2nd and to the community in the spring.
- Selected firm to begin the CDBG Housing Study for Red Lodge (WSW / EPS).

RCAC (Rural Community Assistance Corporation) Grant in Columbus

- ROCE Reunion (Oct.14) – an evening with all the teams to discuss successes, challenges, and next steps. More projects in the works!
- Collaborated with Museum of the Beartooths Director Penny Redli and one of the ROCE Tourism members to write a Montana 250 grant application.
- Rallied the ROCE troops to help with Columbus public pool LOS.

Miscellaneous:

- Letters, phone calls, and emails with BSED to renew our partnership. Success!
- Discussions & meetings regarding the East Rosebud Armstrong Creek project with ERLA, SCD, CCD, & commissioners.
- Wrote a Sibanye-Stillwater Community Giving grant, and Roberts Fire District #6 was awarded \$20K for a Rapid Intervention Team rescue package.
- Preparing MOUs, 2025 project updates for annual MOU presentations (thankful for a little help from GT from afar!). Love working with our partners throughout the region!

Frequently Used Acronyms

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
FADC- Food and Ag Development Center
GIS – Geographic Information Systems
GPS – Global Positioning System
GTA- Growth Through Ag Grant and Loan
HOME – Montana Home Investment Partnerships Program
HUD – US Department of Housing and Urban Development
IRP – Intermediary Relending Program
LESA – Land Evaluation Site Assessment
MBOI – Montana Board of Investments
MDOA- Montana Department of Agriculture
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
MMEC- Montana Manufacturing Extension Center
NADO – National Association of Development Organizations
NHS – Neighborhood Housing Services
NRCS – Natural Resource Conservation Service
RBDG – Rural Business Development Grant
RC&D – Resource Conservation & Development
RCDI – Rural Community Development Initiative
RD – Rural Development (a division of USDA)
RCPP- Regional Conservation Partnership Program
REAP- Rural Energy for America Program
RLF – Revolving Loan Fund
RMAP- Rural Micro entrepreneur Assistance Program
SBA – Small Business Administration
SBDC – Small business Development Center
SSBCI- State Small Business Credit Initiative
TIFD – Tax Increment Finance District
TSEP - Treasure State Endowment Program
USDA – United States Department of Agriculture
USFS – United States Forest Service
LSL- Lead Service Lines

EMPLOYEE HANDBOOK RECEIPT
BEARTOOTH RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.

I hereby acknowledge that I have had the opportunity to review the Employee Handbook containing the rules, regulations, and other policies and/or programs of my employment with Beartooth Resource Conservation and Development Area, Inc.

This Employee Handbook supersedes any and all previous documents that may have been presented to me regarding rules and regulations at Beartooth Resource Conservation and Development Area, Inc.

I understand that the statements contained in the Employee Handbook are not intended to be a contract for a specific term of employment. However, as a condition of employment, I understand and agree to conform to and comply with the rules and regulations as amended.

I further understand that this Employee Handbook contains confidential business information and is not to be shared with anyone except employees of Beartooth Resource Conservation and Development Area, Inc.

I also understand that I can report any act of sexual harassment to any company representative without fear of retaliation or job loss.

Date _____

Name (print) _____

Signature _____

EMPLOYEE HANDBOOK

FOR

EMPLOYEES

OF

**BEARTOOTH RESOURCE
CONSERVATION & DEVELOPMENT
AREA, INC.**



INTRODUCTION

WELCOME!

The purpose of this Employee Handbook is to provide you with a complete summary of the rules, regulations and available benefits pertaining to your work assignments and work activity as an employee of Beartooth Resource Conservation and Development Area, Inc. (hereinafter known as BRCD) Please read the contents carefully. This Employee Handbook supersedes all previous documents pertaining to rules and regulations at BRCD. During your employment, you will want to refer to it when you have a question.

This Employee Handbook is further intended to help you feel comfortable in your job and assist you in finding satisfaction in your job performance. Should you have any problem or concern relating to any action or situation affecting your work assignments or work conditions, please feel free to communicate your concerns. The Problem Resolution Procedure presented in this Employee Handbook is for the express purpose of helping you find a satisfactory resolution to any and all problems.

We hope you find your work satisfying and rewarding. We look forward to a successful business relationship.

EMPLOYEE HANDBOOK

This handbook contains the rules and regulations for your employment relationship with BRCD. It is not intended to be a contract for employment between the employee and BRCD.

However, as a condition of employment, each employee agrees to comply with the rules and regulations herein or as may be amended. It is our intention to provide each employee with a proper understanding of his/her job and to help each employee satisfactorily perform in his/her job.

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NON-DISCRIMINATION IN EMPLOYMENT

BRCD complies with federal and state laws regarding non-discrimination in employment. Applicants for employment are considered for employment and employees shall hold their employment without discrimination because of their race, color, religion, national origin, age, sex, disability/handicap, or marital status as required by law, except when reasonable business demands so require and such distinction is required by law. In no event shall the hiring of any employee be considered as creating a contractual agreement or specified time period of employment.

PROVISIONAL EMPLOYMENT

For each new employee and each employee who is promoted and/or moved to a new position, the first 6 months (180 days) are a probationary period. This period is established as a time of adjustment for you to learn the job requirements and work rules. During this time you may be terminated with or without cause provided it does not violate Equal Employment Opportunity rules or a protected class. BRCD reserves the right to extend the provisional period up to an additional six (6) months.

PRODUCTIVITY/JOB SECURITY

Job availability is dependent upon the ability of BRCD to meet the needs of our customers, and upon the continuation of funding sources including sponsoring entities and grant sources. All employees have the responsibility for quality and productivity

OUTSIDE EMPLOYMENT

Due to the nature of the business and the professional liability that may accrue, you must give your primary attention to the work of BRCD. Employees are permitted to work for outside employers or engage in their own commercial endeavors provided that it is disclosed, does not interfere with job performance, is not direct competition or would pose a conflict of interest with BRCD, or would reflect poorly on BRCD.

FULL-TIME EMPLOYEE

A full-time employee is one who works an annual average of forty (40) hours per week. A full-time employee is eligible for benefits.

PART-TIME EMPLOYEE

A part-time employee is one who works an annual average of less than forty (40) hours per week. A part-time employee may be eligible for a prorated benefits package provided the carrier can do so.

TEMPORARY EMPLOYEE

A temporary employee is one who is employed, full-time or part-time, for a specific job assignment with limited duration or during certain periods of time depending upon the demand of work as determined by BRCD. A temporary employee is not eligible for benefits.

EXEMPT EMPLOYEE

An exempt employee is an executive, administrative or professional employee who is exempt from minimum wage or overtime requirements. Unless otherwise stated all other employees are non-exempt.

EMPLOYEE WORK RULES

It is the policy of the BRCD that the following work rules will apply to all employees.

Working hours are agreed to by the Executive Committee. However, hours and days of work could vary according to the needs of the office. Employees are required to provide advance notice of the need to adjust their work schedule.

The Executive Director shall act on behalf of the Board Chairman, as the employees' immediate supervisor and may exercise authority upon consulting the Board Chair, and effectively recommend hiring, suspension, promotion and raises. The BRCD program Directors will carry out management of their respective programs. The Executive Director may seek information or recommendations from the program Directors on staffing decisions.

LAYOFF/REDUCTION IN STAFF

If a reduction in staff becomes necessary, the BRCD Board will consider skills, aptitudes and past work performance in determining work force adjustments. Seniority may be used as a determining factor in determining work adjustments

REHIRE

Employees who are separated from employment either voluntarily or involuntarily and then rehired within thirty (30) days of the lay-off date and who have previously completed the provisional employment period will be immediately reinstated for allowable benefits and benefit accrual. All other rehired employees will be classified as a new hire unless otherwise stated by Executive Committee

RESIGNATION

A resignation is the voluntary decision of an employee to terminate his/her employment with BRCD. A notice of resignation two (2) weeks prior to the termination date is requested to be submitted to your supervisor. When resignation occurs, payment of final wages will be made at the time of the next regularly scheduled pay period or within 10 days of the resignation date, whichever is earlier.

Upon resignation, prior to the disbursement of the final paycheck, employees are required to return any BRCD property they may have in their possession including but not limited to; Keys, access codes, hard-copy and digital files, computers, credit cards and any other office/field equipment.

SCHEDULE OF WORK

The normal scheduled office and work hours are 8:30-5:00. The workweek is Sunday through Saturday. Work periods may vary from assignment to assignment and may require overtime. Each employee will be expected to work from Monday through Friday primarily unless stated otherwise, which will be periodically reviewed and updated. Changes to the established workweek will be made by a memo prior to the proposed change as defined in the employee work rules.

Each non-exempt employee is required to know his/her work schedule and be in attendance as assigned. Exempt employees are expected to meet the requirements of their job, which may necessitate varied hours of work in line with the approved schedule of work

FLEXIBLE HOURS

The Executive Director is authorized to approve requests for ad hoc or temporary alternative work schedules (two weeks or less) to accommodate special circumstances related to business or personal requirements. Employees who need a longer-term alternative arrangement of their work schedules and who are eligible by nature of their job may formally request a change in their working hours, days or weeks, which will be determined when hired or be submitted to the Board Chairman for review.

MEAL PERIODS

An unpaid meal period is provided for employees who work eight (8) hour periods and will be at or near the middle of the work period. Meal periods are optional. Meal periods which require attention to work assignments will be counted as working time.

BREAKS

Two (2) fifteen (15) minute break periods are granted per day because we believe they result in good employee morale and increased productivity. Break periods are counted as working hours and are therefore optional. They may be taken once in the morning and once in the afternoon.

TARDINESS

Reporting to work on time is required. "On-time" is defined as being properly dressed and prepared to begin work at the start of the scheduled work period. There will be no compensation for tardiness for non-exempt employees.

ATTENDANCE/ABSENTEEISM

Regular attendance is required. When it is necessary to be absent, you must notify your supervisor as far in advance as possible, prior to a scheduled work period. Irregular attendance, unexcused absences or unreported absences cause disruption to BRCD and are unacceptable.

An unexcused absence is one in which an employee requests but is not granted time away from his/her assigned work schedule. An unreported absence is one in which an employee does not contact BRCD the day he/she is out. Irregular attendance is defined as unpaid absences but does not include a formal leave of absence.

Two (2) unexcused absences or an unreported absence for a period of two (2) consecutive days may be considered as a voluntary resignation or may be a cause for disciplinary action. Irregular attendance exceeding twelve (12) days in a six- (6) month period is cause for disciplinary action.

INFORMATION MEETINGS

On certain occasions you may be required to attend meetings to receive training or information regarding workplace policies, board meetings, safety items, product and business information. Your supervisor will notify you of these scheduled meetings and you may be required, as part of your workday, to attend. You will be compensated at the appropriate rate of pay for any hours spent at these meetings.

PERSONAL INFORMATION

For accurate administration of your wages and benefits, and for compliance with Federal and State regulations, it is necessary that current and accurate personnel records be maintained. This information is also necessary in the event you must be reached for an emergency or available work. If there are changes, or if you are aware of any errors in your personnel records, please notify your supervisor immediately. Falsification of any personnel information is cause for termination. All personal information will be kept in confidence.

WAGE AND SALARY

You will receive a rate of pay commensurate with your job position. Consideration for pay adjustments will be at the sole discretion of the Board. Changes to compensation, including salary increases or bonuses, will be contingent on funding availability and satisfactory employee performance appraisals. At the discretion of BRCD, salary and/or classification surveys may be conducted to evaluate equity in compensation.

PAY PERIOD/PAY DAY

The pay period is monthly, from the 16th day of one month to the 15th day of the next month. The payday is the ***twentieth day of each month***. Payroll advances are not available.

TIME REPORTING

All employees are required to complete daily time cards/sheets, as provided by BRCD. The purpose of the time card/sheet is to keep track of your time for management to compute eligibility and amount of pay and/or evaluation of job specifications and requirements. Time cards/sheets must be filled out accurately and completely, signed, and turned in for approval. It is your responsibility to have your time cards/sheets turned in to management no later than the ***fifteenth day of each month***. Time cards/sheets received after that time may result in your pay being delayed to the next scheduled payday. Filling in or modifying another employee's time card/sheet is not permitted and is a cause for termination.

OVERTIME

For purposes of overtime pay, employees are classified as exempt or non-exempt. Exempt employees are not eligible for overtime pay. Non-exempt employees receive overtime pay for all hours worked over forty (40) hours in a workweek. The overtime rate is one and one-half (1 ½) times the base rate of pay. **All non-exempt overtime must be approved in advance by management.** Excessive logging of overtime, particularly unapproved overtime, will be cause for disciplinary action or even termination.

DEDUCTIONS

Each paycheck will have certain amounts deducted from the gross pay, which includes the following deductions required by law:

- a. State and Federal Withholding Tax

- b. Social Security Contributions (FICA)
- c. Workers' Compensation Tax (where applicable)
- d. Court Mandated Withholdings

PERFORMANCE EVALUATION

An evaluation of your work performance will be made on an annual basis or with frequent informal check-ins and is for the express purpose of determining your standard of performance in relation to the job position requirements and work place rules and regulations. Performance evaluations can be a factor in the consideration of compensation depending on available funding.

BENEFITS

Various employee benefits may be available to you such as vacation, holidays, insurance programs, and Retirement Plan. Eligibility depends upon length of service, job classification, rate of pay, hours worked, and standards set forth by the providers. Eligibility for benefits begins with your first day of employment.

EDUCATION

Each employee is encouraged to continue his/her professional education. Each employee is individually responsible for his/her own occupational qualifications. BRCD will seek opportunities to help the employees by sending them to appropriate training courses or seminars and approving the training depending on funding availability.

RETIREMENT PLAN

BRCD will match an employee's contribution of up to 3% into a 401K plan. This retirement benefit will be maintained for employees that have been hired as permanent employees, both part-time and full-time.

INSURANCE

Unemployment and Workers Compensation Insurance is provided, as required by law, and covers all employees.

HOLIDAYS

Full-time employees will receive the following paid holidays: One-half day before New Year's, New Year's Day, Thanksgiving Day, the day following Thanksgiving Day, one half day on Christmas Eve Day, Christmas Day, and all other recognized state or federal Holidays. Juneteenth and Columbus Day are flex holidays and can be used at another time during the same calendar year. Additional paid days off may be granted at the discretion of BRCD.

On any occasion where a paid Holiday falls on Saturday, the holiday leave will be granted for the preceding work day. On any occasion where a paid Holiday falls on Sunday, the holiday leave will be granted for the next work day.

VACATION

It is the policy of BRCD that each full-time employee shall earn annual vacation credits beginning on the first day of employment. Annual leave cannot be earned while on leave-without-pay status, or on overtime hours.

Vacation leave credits are earned at a monthly rate calculated according to the following schedules applying to the total years of employment with BRCD. For calculating vacation-leave credits for a full-time employee, 2080 hours (52 weeks x 40 hours) shall equal one year.

YEARS OF EMPLOYMENT	VACATION DAYS ACCRUED PER YEAR	VACATION DAYS ACCRUED PER MONTH
1 day to 10 years	18	1.50
10 years to 20 years	21	1.75
20 years or more	24	2.00

Permanent part-time employees are entitled to prorated annual vacation benefits. Prorated vacation time will be based on the number of hours worked.

Employees must complete a waiting period of six (6) calendar months of continuous employment to be eligible to take annual leave or receive cash compensation for leave accrued upon termination. In the event of a break in service, an employee must complete a new waiting period.

Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually. Annual leave time in excess of the maximum is not forfeited if it is taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

The dates when an employee's annual vacation leave can be taken shall be determined by agreement between each employee and their immediate supervisor.

BRCD reserves the right to alter vacation schedules due to BRCD work demands.

LEAVES OF ABSENCE

After completion of one year of employment, an unpaid leave of absence, not to exceed ten (10) working days, may be granted for reasons of bona fide illness or for other reasons mutually agreed upon with BRCD. Leaves must be requested in writing and shall state the reason for the leave and the dates desired. Benefit contributions and benefit accruals will be suspended during leaves. Upon expiration of the leave, or upon notification to BRCD of your intent to return, you will be returned to the next available job opening in your classification. If you do not report upon the expiration of the leave, or any extension authorized by BRCD, you shall be considered as having voluntarily given your resignation.

- See military/local emergency volunteer leave of absence policy
- State law shall govern a maternity leave of absence
- Family leave is governed by Federal law and may require 30-day advance notice

SICK LEAVE

It is the policy of BRCD that all permanent full-time employees earn sick leave at the rate of one day per calendar month of employment without restrictions to the number of days that may be accumulated. Permanent part-time employees are entitled to prorated accumulation of sick leave.

Sick leave credits are earned from the first day of employment, but employees are not entitled to take paid sick leave or to receive cash compensation for sick leave credits until they have been continuously employed for ninety (90) days. Sick leave cannot be earned while on leave-without-pay status.

Employees may take sick leave, aside from personal illness, for the following reasons: the illness of an employee's immediate family member; a death of an employee's immediate family; attendance at a funeral of a fellow employee or a friend; and for dentist and doctor appointments.

An employee on sick leave shall inform the Supervisor as soon as it is reasonably possible.

Sick leave is a valuable privilege intended to prevent loss of income. If abuse of sick leave is suspected, the supervisor may request a valid doctor's verification of illness or injury.

An employee who has been unable to work due to illness or accident may be required, before being permitted to return to work, to provide medical evidence that he/she is again able to perform all significant duties of the position in a competent manner, without hazard to himself/herself or others.

Sick leave charges and credits shall be charged to the nearest one-half hour. Sick leave charges in excess of earned sick leave credit may be charged to earned and available annual leave.

Employees covered by the Worker's Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness as a result of their employment. An employee may elect to use his accrued sick leave credits to supplement his Worker's Compensation payments.

Any holiday which falls during a period that an employee is on sick leave will not be charged against sick leave credits.

Employees who terminate employment with BRCD for any reason are entitled to a lump sum payment equal to one-fourth of the time attributed to the accumulated sick leave, based on the current salary of the employee at termination.

PARENTAL LEAVE

BRCD is committed to complying with the following in regard to our parental leave policy: Title VII of the 1964 Civil Rights Act as amended by the Pregnancy discrimination Act of 1978; Family and Medical Leave Act; Americans with Disabilities Act; and applicable state and local family leave laws.

Employees are entitled to up to eight weeks of unpaid parental leave. Paid annual and sick leave may be substituted for unpaid parental leave in accordance with other provisions in this manual. This leave may be taken either by the father or mother.

When the employee returns to work, she/he is entitled to return to the same or equivalent job with no loss of service or other rights or privileges. Should the employee not return to work when released by the physician, she/he will be considered to have voluntarily terminated employment with BRCD.

MILITARY/LOCAL EMERGENCY VOLUNTEER LEAVE

It shall be the policy of BRCD that all employees who are members of the Montana National Guard or who are members of the organized or unorganized reserve of the military forces of the United States and who have been employed by BRCD for a period of six months, shall be given leave with pay for a period of time not to exceed fifteen working days in a calendar year for attending regular encampments, training cruises, training programs, active duty. In regard to local emergency organizations, the employee is granted the same leave with pay for reasonable periods of time to serve their community in emergency situations with approval of the executive committee. Such leave will not be charged against vacation or sick leave.

JURY DUTY

Employees are encouraged to accept civic responsibility. A leave of absence will be granted when you are called to jury duty or subpoenaed as a witness. Jury Duty leave applies to full-time and part-time employees. Compensation will be provided by the courts. Employees are allowed to use Paid Time Off if they would like to get paid time for jury duty.

HOUSEKEEPING

You are responsible for good housekeeping practices and for keeping your assigned work area clean. Good housekeeping is essential to a safe, clean and pleasant work atmosphere and includes proper disposal of trash or waste materials.

FIREARMS

Possession of firearms, handguns or any related items or materials while performing job duties or while on BRCD premises or vehicles is prohibited. Violation of this policy may lead to suspension or termination.

ACCIDENT OR INJURY REPORTING

If you are injured on the job, or involved in an accident involving BRCD equipment, you must report the accident immediately (on the same work shift).

ARRESTS or CITATIONS (REPORTING OF)

All arrests or summons for legal violations while on BRCD business and/or while operating BRCD equipment must be reported immediately to your supervisor. Failure to report will result in disciplinary action being taken. Personnel infractions regarding fiscal or fiduciary offenses will be taken seriously by the Executive Committee.

VISITORS

Visitation is to take place in the break room, reception area or individual office of the person receiving the visitor. Excessive interruptions by visitors are grounds for disciplinary action

including termination. Visitors are not allowed on external job sites due to liability and safety considerations. Employees are asked to consult with the job site supervisor in the event an emergency necessitates a visit.

EQUIPMENT

Capital Equipment as defined by the OMB is “tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.” All capital assets are recorded at historical cost as of the date acquired. The acquisition cost includes installation charges and freight. All costs associated with making the asset serviceable are capitalized. Invoices substantiating the acquisition cost of each unit of property shall be retained for a minimum of three years.

Equipment with an economic useful life of 12 months or less is expensed for financial statement purposes, regardless of the acquisition or production cost. Equipment acquired with external support becomes the property of the organization unless restricted by the funding organization. The organization will obtain prior approval from the awarding agency prior to purchasing capital equipment.

EQUIPMENT FAILURE/DAMAGE/DISPOSAL

Damage or needed repair of BRCD equipment must be reported immediately to the supervisor. Violation of this requirement is cause for disciplinary action.

Request disposition if an item purchased with grant funds is determined to be obsolete, and the item’s value exceeds \$5,000. If it meets these criteria, disposition rules are followed. This may include requesting disposition instructions from the awarding agency. Disposition practice requires compensating the federal awarding agency for its proportion of the original cost applied to the fair market value. The Executive Director and Board Chair should be notified prior to the disposal of an asset purchased with federal funds. Supplies less than \$5,000 are retained by the grantee.

TELEPHONE/EQUIPMENT USAGE

Telephones and other BRCD equipment are furnished for the operation of the business. Telephone use for personal calls shall be kept to a minimum. No personal use of other BRCD equipment is permitted without prior approval by management.

ALCOHOL/DRUGS

Personal use, sale, purchase, transfer, or possession of alcohol, vaping, marijuana or any misused legal or illegal drug while performing job duties, while on BRCD grounds or in a BRCD vehicle is prohibited. The presence, in any detectable amount, of alcohol or any illegal drug while performing job duties or while on BRCD premises or in a BRCD vehicle is prohibited. Violation of this regulation is cause for discipline including termination.

RELATIVES (EMPLOYMENT OF)

Relatives of employees will not be employed into or assigned to jobs in which they have a direct or indirect working relationship with each other.

COMPUTER, INTERNET, E-MAIL, and SOCIAL MEDIA USAGE

Computers, computer files, internet access, the E-mail system, BRCD Social Media accounts and software furnished for employee use are the property of BRCD and intended for business use only. Employees are not to use a password, access a file or retrieve any stored communication without approval of the Executive Director. To ensure compliance with this policy, computer and E-mail usage may be monitored. All emails and communications using BRCD corporate resources are the property of BRCD.

BRCD strives to maintain a workplace free of harassment and therefore prohibits the use of computers and E-mail in ways that are disruptive, offensive to others or harmful to morale. The display or transmission of sexually explicit images, messages and cartoons is not permitted. Other such misuse includes but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or disrespect for others.

BRCD Internet, E-mail and Social Media accounts may not be used for solicitation of commercial ventures, religious or political causes or other non-business matters.

BRCD purchases and licenses the use of various computer software for business purposes and does not own the copyright to the software or its related documentation. Employees may only use the software on approved area networks or on multiple machines according to the license agreement. Illegal duplication of software and related documentation is prohibited. Employees are required to notify their immediate supervisor upon learning of violations of this policy.

TRAVEL

Mileage and meal reimbursement will be made to employees using their own vehicle for business purposes in accordance set forth in the Personnel Policy. These rates will correspond to the allowable rates set by the Federal Government (gsa.gov). See BRCD Travel Policies and Procedures in the BRCD Employee Handbook for more information.

BRCD follows the U.S. General Services Administration (GSA) rates for mileage, lodging, and per diem. Employees are responsible for checking the current GSA rates when submitting travel expense reports.

1. At the end of each month, the employee will submit an expense report (Exhibit B) indicating class and expense line item to bill to. The employee must sign the form.
2. Receipts must be attached to the expense report
3. The Financial Officer will verify the expense report and prepare a document for the Executive Director to sign, before travel reimbursements are issued.
4. Improper or incomplete expense reports will be returned to the employee for correction or completion.
5. Payment of the expense report will be in accordance with the procedures in the Cash Disbursements Procedures section of this manual.

It is the policy of BRCD that employees representing BRCD on official business shall use their BRCD credit card for approved actual travel expenses, meals, mileage and incidental expenses not to exceed current Federal Per Diem reimbursement rates. All charges must be supported by receipts.

Mileage will be reimbursed based on the current Federal rate. Purchases of alcohol will not be reimbursed or purchased using the BRCD corporate credit card.

If you are travelling representing BRCD business, BRCD will pay for your meal(s). If you possess a BRCD corporate credit card, you may use it to purchase your meal. Meals purchased for others require approval from Executive Director.

Actual registration fees for approved conferences, workshops, and meetings shall first be approved and then either paid in advance or reimbursed to the person incurring them, provided a claim or reimbursement is supported by a receipt showing payment of the registration fee.

- The Executive Director shall approve all travel expenses.
- The Executive Director and the Executive Committee must review and approve advances in payment if requested. Expense advances may be approved by BRCD to offset any undue financial hardships on employees traveling on behalf of BRCD.
- The Finance Director reviews all travel claims to ensure that the costs claimed and billed are associated with specific projects and programs.
- Travel expenses are submitted by program directors, then reviewed by (1) Financial Director; (2) Executive Director; and (3) Executive Committee.

The willful misrepresentation or altering of claims is unlawful and grounds for dismissal and may result in the filing of criminal charges.

PURCHASES

To Prompt a Purchase:

1. When the normal cash disbursement procedure of the invoice is not appropriate, a bill pay request is written and forwarded with any invoice or other documentation to the Executive Director for approval or denial.
2. In the absence of backup materials, receipts for the purchase must be provided to the Financial Officer for attachment to the bill pay request within two days from the check date.
3. Purchases with a value of \$5,000 or more will require a minimum of two (2) formal written quotations from vendors. Orders will be placed based on the lowest or most appropriate and acceptable price quotation. Before a purchase is made, the appropriate committee must approve the purchase.

Credit Card Purchases:

Staff members must be authorized by BRCD to carry a BRCD credit card in his or her name. In every case of credit card usage, the individual charging a BRCD account will be held personally responsible if the charge is deemed personal or unauthorized. Each staff member with a BRCD credit card is required to complete a monthly credit expense tracking form (Exhibit C) indicating the class and expenses account for each charge. Receipts for expenditures must be attached to the form and submitted to the Executive Director for review.

Authorized uses of the credit card include:

- Airline tickets (at coach class or lower rates) for properly authorized business trips.
- Lodging charges that do not exceed the authorized reimbursement rate for persons traveling on official BRCD business.
- Car rental charges (for mid-size or smaller vehicles) for properly authorized business trips
- Properly authorized expenditures such as computer software and office supplies.
- Receipts should be compiled and submitted citing the reason for the expense and which BRCD account is to be charged. The Financial Officer will reconcile all credit card charges to the monthly statement.
- Unauthorized use of the company credit card includes:
 - Personal or non-business expenditures of any kind
 - Expenditures which have not been properly authorized
 - Gifts or other expenditures which are prohibited by:
 - BRCD budget and/or policies
 - Federal, state, or local laws or regulations
 - Grant conditions or policies of the entities from which BRCD receives funds

Proper Documentation for all Purchases, including BRCD Credit Card Purchases:

Every instance of credit card or other purchase use must be documented with travel authorizations, receipts, invoices paid for, nature of business, etc. before the expense will be considered authorized and will be approved for reimbursement. See details below.

Lodging - Employees must provide an itemized receipt from the hotel detailing every charge and the name of the person(s) for whom lodging was provided.

Other Expenditures (i.e. supplies, fuel, training materials, etc.) - Employees must provide a receipt from the vendor detailing every individual good or service purchased (including class of service for commercial transportation) accompanied by an explanation of the specific business purpose which was furthered by each expenditure.

Capital Expenditures:

For all major expenditures such as computers, furniture, audit services, printing services, etc. the appropriate committee must be notified before a purchasing decision is made if the amount will exceed \$5000. There will be an analysis performed before any purchase/contract is in negotiation and or purchased. This will provide information on the most practical and economical choice.

Consultants:

Contracts with consultants will include the rate and schedule of pay, deliverables, time frame, and other information such as a work plan, etc. Justification for payment should be submitted to the file. For example, if BRCD hired a writer to create a publication, a copy of the final version should be included in the file.

Contracts for Goods and Services:

Contracts for purchasing products or services, similar to a purchase order, should be created and maintained for the file whenever appropriate. All contracts should be approved by the Executive Board. BRCD follows procurement procedures as specified in 2 CFR 200.317-200.326 Procurement Standards. Before a purchase is made, the staff member must use the purchasing checklist provided for the following: a) Procurements by states; b) General procurement standards; c) Competition; d) Methods of procurement to be followed (Thresholds determined by FAR at 48 CFR part 2, subpart 2.1) ; e) contracting with small and minority business, women's business enterprises, and labor surplus or firms; f) domestic preferences for procurement; g) procurement of recovered materials; h) contract cost and prices; i) Federal awarding agency or pass-through entity review; j) bonding requirements; k) contract provisions. The Financial Officer will check the suspension and debarment list prior to the award of a contract.

VEHICLE USE

You may be required to operate a motor vehicle (either personally owned or BRCD provided) while performing your job duties. Your responsibility will include strict compliance with BRCD policy and all traffic regulations of the city, county and state.

Anyone operating a vehicle on behalf of BRCD must possess a valid operator's license and have proper insurance coverage. Any changes or restrictions regarding your license or insurance must be reported to BRCD. A review of your motor vehicle driving record may be performed annually.

Non-BRCD personnel are to be allowed as passengers in the BRCD corporate vehicle for business purposes only. The vehicle must be driven by a current BRCD staff member.

Accidents and/or traffic violations while on BRCD business must be reported immediately to management. Failure to report accidents and/or traffic violations is cause for disciplinary action and/or termination. Fines and/or penalties resulting from accidents or traffic violations are solely your responsibility and shall not be paid for by BRCD.

Approved use of personal vehicle for official BRCD activity will be reimbursed at a rate not to exceed the current Federal reimbursement rate

SOLICITATION

BRCD prohibits solicitation, gambling, conducting a lottery, distribution, or similar activity on its premises. Employees and non-employees (except representatives of suppliers properly identified for normal business), are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services.

Employees wishing to conduct fund drives for charitable organizations or employee gifts must request permission from their supervisor.

CUSTOMER CONFIDENTIALITY

You are not to discuss or otherwise divulge any information concerning the business affairs of any customer of BRCD. Any action or expression by an employee considered objectionable by customers, prospective customers or your supervisor may be cause for disciplinary action including termination.

CUSTOMER RELATIONS

To preserve and foster the public's trust and confidence in BRCD, it is imperative that all employees act with complete honesty and fairness. You are expected to be knowledgeable about your job and applicable laws and regulations pertaining to your job. Whenever you have a question relating to applicable laws or regulations, you should seek out appropriate advice before acting.

In dealing with the public, you are expected to exercise good judgment and common sense. Commitments to others should be made only if such commitments can realistically be met. In this regard, the products and services of BRCD should be presented accurately and fairly.

If you should become aware of actual or potential problems in any area of the business of BRCD, you are expected to inform your supervisor immediately. If you are aware of improvements to policies, procedures, products and/or possible business opportunities that will contribute to customer satisfaction and enhance BRCD, you are urged to bring those improvements to the attention of your supervisor.

ORGANIZATIONAL CONFIDENTIALITY

You may have access to records and/or other information about BRCD and/or other workers. This includes proprietary information, operation procedures, trade secrets and intellectual property. You are not to discuss this information with anyone else without proper authority.

Anything BRCD does to design, produce and market their products that competitors cannot or do not do is treated as proprietary information, often called trade secrets. Any information that would damage the business of BRCD if it became public knowledge or was disclosed to a competitor is considered a trade secret. This includes, but is not limited to, information on production, service, sales or financial matters.

You are not to discuss proprietary information with any person from outside BRCD or with other employees in any public place where it is possible to be overheard. Should you leave BRCD for any reason, the obligation not to disclose proprietary information continues.

REPRESENTATION OF SERVICES

Employees will, during their assigned duties, perform services in the name of BRCD. Upon termination of employment (either voluntarily or involuntarily) the employee shall not falsely represent said services to a new employer and/or customer. All work/services provided by BRCD is in the name of BRCD. Any individual who seeks personal ownership/authorship in said services will be in violation of BRCD's proprietary information. These violations will be taken seriously.

CONFLICT OF INTEREST

The Board of Directors has adopted a conflict-of-interest policy, which is periodically reviewed and updated. Annually, each BRCD Board member and officer will certify they have received and understand the policy. BRCD Staff will also be provided with the policy upon their hiring and periodically thereafter.

CODE OF CONDUCT

You should always be mindful of the position of BRCD in the community. Good reputation and success require continuing adherence to high standards.

LANGUAGE All employees are required to refrain from using slang, profanity, and/or offensive remarks concerning any Federal and/or State protected class (i.e. age, sex, race, religion, marital status, disability and national origin.)

ATTIRE Each employee reflects the image of BRCD and is required to wear suitable professional attire. See management for details.

HYGIENE All employees must maintain personal grooming habits that reflect a presentable image for yourself and BRCD.

BEHAVIOR All employees are required to refrain from fighting or physical assault (whether serious or playful) on or with a customer or co-worker.

TOBACCO PRODUCTS Use of tobacco products on BRCD premises or while in contact with customers (including e-cigarettes or 'vaping') is not permitted.

INSUBORDINATION Refusal to follow directions of the supervisor, assaulting a supervisor, or using profane language to a supervisor is prohibited. Questioning, criticizing or denouncing management and its methods of operation publicly or to anyone other than the department head, supervisor or administrative personnel is considered detrimental to operations and the ability of management to carry out its responsibilities. Such behavior should be considered grounds for discipline or termination.

DISCIPLINE/TERMINATION

BRCD believes you should be given the opportunity to satisfactorily perform in your job. In the event of failure to perform you may be disciplined and/or terminated. When termination/separation occurs, payment of final wages will be made at the time of the next regularly scheduled pay period or within 10 days of the resignation date, whichever is earlier.

After you have completed the provisional employment period you may be disciplined and/or terminated for job-related reasons including a failure to satisfactorily perform job duties, disruption of business operations, failure to comply with employment rules and regulations, conflicts of interest, or other actions deemed serious and/or other legitimate business reasons, including business changes in the operation of BRCD. When termination occurs, payment of final wages will be made at the time of the next regularly scheduled pay period or within 10 days of the resignation date, whichever is earlier.

HARASSMENT/SEXUAL HARASSMENT

All forms of harassment including any degrading work assignment(s), word(s) or action(s) toward an individual or any Federal and/or State protected class (i.e. age, sex, race, religion, marital status, disability and national origin) are prohibited.

It is specifically emphasized that sexual harassment in any form is expressly prohibited. Conduct of any kind that is perceived to be sexual harassment by a supervisor or employee will not be tolerated. Sexual harassment conduct includes but is not limited to: explicitly or implicitly subjecting an employee to sexual advances as a condition of the employee's employment, evaluation, salary, advancement, assigned duties, shifts or any other condition of employment; sexual flirtations, touching, advances or proposition; the development of a perceived flirtatious personal relationship between two employees where one employee is in a position to assign or review the work of the other; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body; sexually degrading words to describe an individual; the display in the work place of sexually suggestive objects or pictures, including nude photographs; and/or any unwelcome conduct which unreasonably interferes with the employees job performance or creates a hostile or offensive work environment.

Any employee who engages in conduct of harassment will be subject to discipline and/or termination.

HARASSMENT HOTLINE

Beartooth and BRCD have a zero-tolerance policy regarding any discriminatory, harassing or retaliatory conduct in the workplace. Pursuant to that policy, we have subscribed to a telephone reporting/complaint service called the Harassment Hotline so that our employees can readily report such acts, including theft and safety matters, without fear of retaliation, job loss or embarrassment.

The Hotline is an unbiased, third-party reporting system and satisfies the United States Supreme

Court's position that companies must "...clearly show they provide a simple complaint process that is calculated to encourage victims of harassment to come forward."

We do not anticipate that our employees will need to use the Harassment Hotline, as we expect and assume that all our employees will conduct themselves free of harassment. Still, if it is needed, the service is available and allows ANY employee to report any allegation of sexual harassment, discrimination, retaliation, theft, or any safety concern that occurs in the workplace, or any harassment by a third party.

Sexual harassment, discrimination, retaliation and other dysfunctional behavior cannot and will not be tolerated under any circumstances. The only way we can stop such behavior in the workplace is to bring it out in the open by communication and total employee/employer commitment.

Reporting and Act of Harassment: You are requested and strongly urged to report immediately to your supervisor any act of harassment. All complaints of harassment will be treated seriously, and employee confidentiality will be respected.

For the convenience of our employees, the Hotline can be accessed 24 hours per day, 7 days per week. The toll-free number is **1-800-97-STOP IT** which is **1-800-977-8674**. Our company has a unique identification number, which is **990039**. Remember that any employee may call the toll-free telephone number at any time and report harassment, discrimination, retaliation, theft or any safety concern without fear of retaliation.

Remember that the company management cannot correct any situation that is of concern to you unless it knows about it. In this regard, your cooperation is needed and appreciated.

Problem Resolution: It is the intent of BRCD and BRCD to assure you that it is interested in your ideas, suggestions as well as your questions, concerns, problems or grievances. You should feel free to communicate your ideas, suggestions, concerns, problems or grievances to management.

An appropriate problem or grievance is defined as "An employee's expressed feeling of dissatisfaction concerning an application or interpretation of work-related matters." If you have a grievance, you must follow the procedure contained in this Employee handbook. This procedure is your exclusive remedy for any dispute resolution. You will not be penalized for proper use of the procedure. However, it is not proper to use the procedure by presenting a grievance in bad faith or for the purpose of delay or harassment, or by presenting a problem or grievance that a reasonable person would judge to have no merit.

Problem Resolution Procedure: If you feel you have a problem or appropriate grievance, you must proceed as follows:

STEP ONE: Immediately bring the problem or grievance to the attention of the BRCD Executive Director and attempt to resolve it *informally*.

- STEP TWO:** If you are unable to resolve your problem or grievance informally, present it in writing to the Executive Committee of the Board of Directors within ten (10) days of the occurrence of the matter. The Executive Committee will have ten (10) days in which to respond to you in writing. (If you are not able to communicate to the Chairman, you may present your problem or grievance in writing to another Executive Committee member).
- STEP THREE:** If your problem or grievance is not resolved to your satisfaction, present it in writing to the Board of Directors within ten (10) days of the Executive Committee written response. Your grievance will be reviewed, and a final decision will be made within ten (10) days.

WHISTLEBLOWER POLICY

The Beartooth RC&D requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Beartooth RC&D, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility: It is the responsibility of all directors, officers and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation: No director, officer or employee who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns with the Beartooth RC&D prior to seeking resolution outside the Beartooth RC&D.

Reporting Violations: Beartooth RC&D has an open-door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or are not satisfied with your supervisor's response, you are encouraged to speak with the Beartooth RC&D Board Chairman or a member of the Executive Committee whom you are comfortable in approaching. Supervisors and managers are required to report suspected ethics violations to the Beartooth RC&D's Board Chairman, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the Beartooth RC&D's open-door policy, individuals should contact the Beartooth RC&D's Board Chairman directly.

Compliance Officer: The Beartooth RC&D's Compliance Officer is the Board Chairman and is responsible for investigating and resolving all reported complaints and allegations concerning violations and, at his/her discretion, shall advise the Executive Committee. The Board Chairman

has direct access to the Executive Committee of the Board of Directors and is required to report to the Executive Committee at least annually on compliance activity. The Beartooth RC&D's Board Chairman is the chair of the Executive Committee.

Accounting and Auditing Matters: The Executive Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Beartooth RC&D Board Chairman shall immediately notify the Executive Committee of any such complaint and work with the committee until the matter is resolved.

Acting in Good Faith: Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality: Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations: The Beartooth RC&D Board Chairman will notify the sender and acknowledge receipt of the reported violation or suspected violations within five business days. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

Artificial Intelligence (AI) Use Policy

Purpose

This policy provides guidance on the appropriate and responsible use of Artificial Intelligence (AI) tools and technologies by employees of Beartooth RC&D. Our goal is to ensure AI is used ethically, safely, and in ways that protect our organization, our employees, and the communities we serve.

Scope

This policy applies to all employees, contractors, and volunteers who use AI tools for work-related purposes.

Acceptable Use

Employees may use AI tools for:

- Drafting, brainstorming, or editing written materials.
 - Research and summarizing information.
 - Generating ideas, outlines, or templates.
 - Automating routine tasks that do not involve confidential or sensitive information.
-

Prohibited Use

Employees may not use AI tools for:

- Entering, storing, or sharing confidential, proprietary, or personally identifiable information (PII) without prior authorization.
 - Making final decisions that impact employees, clients, or the public without human review and approval.
 - Representing AI-generated content as entirely original without proper review and editing.
 - Any use that violates copyright, privacy rights, or applicable laws.
-

Human Oversight

- All AI-generated content must be reviewed and approved by an employee before being distributed, published, or used in official work.
 - Employees remain responsible for the accuracy and appropriateness of any work that includes AI-generated input.
-

Transparency

- When appropriate, employees should disclose that AI tools were used in the creation of materials, particularly in external communications, reports, or publications.
 - AI should be used as a supplement to human judgment, not as a replacement.
-

Security & Privacy

- Do not upload sensitive or private data (employee records, financial data, client information, etc.) into AI systems unless the tool has been specifically approved for secure use by the organization.
 - Employees should immediately report any potential data breach or misuse involving AI.
-

Training & Updates

- The organization will provide training and resources to help employees use AI responsibly.
 - This policy may be updated as AI technology and regulations evolve. Employees are expected to stay informed of updates.
-

Violations

Failure to follow this policy may result in disciplinary action, up to and including termination, depending on the severity of the violation.

File Attachments for Item:

4. Mize Resignation from Tree/Park Board

Brittney Harakal

From: Ward 2B
Sent: Thursday, November 6, 2025 6:00 PM
To: Kurt Markegard; Brittney Harakal; City Mayor
Subject: resignation from tree/park board

Mayor Waggoner

I am writing to submit my resignation from the tree and park board. I have really enjoyed serving on this committee and getting to see the city's commitment to its parks and green spaces.

I do believe I should focus my time and energy on my new role with the city.

Keep up the good work on the parks.

CC Mize

File Attachments for Item:

8. Council Workshop Minutes of November 18, 2025.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, NOVEMBER 18, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on November 18, 2025.

COUNCIL MEMBERS PRESENT:

☒ Tom Canape	☐ Heidi Sparks
☒ Michelle Mize	☒ Jessica Banks
☒ Casey Wheeler	☒ Irv Wilke
☒ Richard Klose	☒ Jodi Mackay

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
Michele Braukmann, Civil Attorney

Public Input:

There were none.

General Items

1. Appointment of Shane Lacasse to the Emergency Services Committee.

No discussion on the item.

Executive Review

2. **Transit:** Resolution - Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With Allies In Aging.

The changes to the MOU concern the buses the City has recently received. It is updating which buses will be used.

Tyler Amundson from Allies in Aging gave a brief overview of the services they offer. The County collects three mills that support seniors. See the attached handout for offered services. He also noted on the front cover of this issue of Prime Connections is Mary Sickle, who has cooked in Laurel for the last 30 years.

It was noted that seniors could get help for minor home repairs. It was questioned whether repairing a running toilet would be considered a minor home repair. It was clarified that this would most likely be considered a minor home repair, but that the senior would need to contact

Allies in Aging for help. If they are unable to help financially, they may also be able to help connect a senior to a reliable handyman.

It was noted that, due to demand, the bus now runs to Billings every Tuesday.

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

This contract is to remove a giant cottonwood tree located in Riverside Park. It is leaning towards a building. The tree will be cut into pieces, and residents will be allowed to pick up the wood for personal use.

4. **Ambulance:** Resolution - 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.

Council questioned whether the new ambulance is ready to go. It was clarified that we have the vehicle; it is not quite ready yet, but it will be very soon.

Council Issues

Other Items

There will be a resolution added to next week's meeting stating that the proceeds from the sale of the fire truck and trailer will be used toward the ambulance.

It was questioned who owns the property being sold. It was clarified that the City owns the property. It was further clarified that the trailer was not declared surplus, as the Water Department intends to purchase it. There will be a resolution before Council allowing the purchase to proceed.

Attendance at Upcoming Council Meeting

All Council Members present will be in attendance at next week's meeting.

Announcements

Jersey Mike's is having their grand opening this Wednesday. Part of the grand opening is a fundraiser for the new ambulance. With a minimum donation of 3 dollars, you receive a free sandwich.

The council workshop adjourned at 7:02 p.m.

Respectfully submitted,



Brittney Harakal
Administrative Assistant

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



Senior Services, Lifelong Support

Resource and Education Center

- Medicare advocacy and assistance
- Notary services
- Minor home repair program
- Medical transportation
- Information and assistance with:

Housing



Transportation



In-Home Care



Financial Support



Meals on Wheels

Through the Meals on Wheels (MOW) Program, a hot nutritious mid-day meal is delivered by volunteers Monday through Friday to homebound seniors 60 and older.



Senior Lunch Program

Lunch Served Monday - Friday

- West End (1505 Ave D)
- Heights (935 Lake Elmo)
- Laurel
- Billings Community Center

Served on certain days

- Worden
- South Park
- King of Glory
- Huntley
- Custer
- Shepherd

Representative Payee & Financial Case Management

Our team of dedicated staff is trained to assist people in accessing resources and managing their money through payee services. Each person is treated with respect and supported to help them remain independent and free from abuse.



In-Home Care

Our team of trained caregivers support seniors in their homes with household tasks, personal care, pet care, and medication reminders. If you are looking for in-home care at rates based on income, call us today.

Support Groups

Care Partners

A space for caregivers to connect, learn, and share experiences related to caring for senior loved ones. Meets at 1 p.m. the 2nd Wednesday and 4th Tuesday of each month.

Memory Cafe

Adults experiencing memory loss and their care partners are invited to visit the Billings Public Library to socialize and enjoy an activity together every first Tuesday of the month at 10:30 a.m.

Dementia Friendly Billings

Dementia Friendly Billings provides free presentations to



businesses and organizations about dementia and how to communicate with those impacted by memory loss. The training is designed to develop respect and inclusion for persons with dementia and their care partners, provide tips on warning signs, and promote compassionate communication.

Volunteer to become an Ally today!

Make aging better—for everyone.

AmeriCorps Senior Companions Program

Pairs volunteers aged 55+ with other adults who have difficulty with daily living tasks or who are experiencing feelings of loneliness and isolation. Thanks to funding from AmeriCorps Seniors, volunteers can earn a stipend while providing companionship, transportation, or respite to support aging in place.

Yellowstone County Guardianship Council

Community volunteers bring their expertise to serve individuals who are deemed by a court to lack the capacity to make medical or financial decisions and have no family member available, willing, or suitable to do so on their behalf.

Rides Transportation

Provides transportation to non-medical outings

Pantry Pals

Personal grocery shopper and delivery

Meals on Wheels

Home-delivered meals Monday - Friday for qualified individuals

Chore Corps

Skilled volunteers helping to reduce home hazards

Bookkeeping Assistance

Basic bookkeeping functions and kitchen table declutter

Friend Companion

Weekly face-to-face visiting with a new friend



Love what we do?

Donate today to help support our mission!

Oct. 2025

1505 Avenue D
Billings, MT 59102

935 Lake Elmo Drive
Billings, MT 59105

406-259-9666
alliesinaging.org

File Attachments for Item:

9. Budget/Finance Committee Minutes of November 10, 2025.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, November 10, 2025**

Members' Present: Michelle Mize, Heidi Sparks, Richard Klose

Others Present: Kelly Strecker, Kelly Gauslow, JW Hopper

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 approve October 28, 2025, Budget and Finance Committee meeting minutes. Michelle Mize moved to approve the minutes of October 28, 2025. Heidi Sparks seconded the motion. With no objection, the minutes of October 28, 2025, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. JW Hopper presented a purchase requisition for 20 Wildland Packs and 10 Fire Shelters. The new Wildland Packs will be given to the volunteers that have been with the department for a long time and the used Wildland Packs will be given to the new volunteers in the department. The 10 new Fire Shelters are to replace the old Fire Shelters that the department has had for over 20 years. JW explained that he received a grant from the DNRC for \$13,500 and it is a reimbursable grant. These items will be purchased from MES and the total amount is \$10,979.00. JW also indicated that they will be purchasing headsets for the dispatch with some of the grant money. Michelle Mize moved to approve the purchase requisition for the Wildland Packs and the Fire Shelters. Heidi Sparks seconded the motion. With no objection, the purchase requisition was approved.
3. Review and recommend approval to Council; claims entered through November 7, 2025. Richard Klose moved to approve the claims and check register for claims entered through November 7, 2025. Michelle Mize seconded the motion. With no objection, the claims and check register of November 7, 2025, was approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending October 26, 2025, totaling \$228,891.48. Heidi Sparks motioned to approve the payroll register for the pay period ending October 26, 2025, totaling \$228,891.48. Michelle Mize seconded the motion. With no objection, the payroll register for October 26, 2025, was approved. There was no public comment.
5. Review and approve the October 2025 Utility Billing Adjustments. Heidi Sparks moved to approve October 2025 Utility Billing Adjustments. Michelle Mize seconded the motion. With no objection, the October 2025 Utility Billing Adjustments were approved. There was no public comment or Committee discussion.
6. Review and approve October 2025 monthly financial statement. Heidi Sparks motioned to approve the October 2025 monthly financial statement. Michelle Mize seconded the motion. With no objection, the October 2025 monthly financial statement was approved. There was no public comment.

New Business – None

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending October 26, 2025.
2. Mayor Update – The mayor was not present at the meeting.
3. Clerk/Treasurer Financial Update-Kelly stated that the 1st quarter Transit reports were submitted and should be receiving the reimbursement monies from the grant shortly. Kelly said she continues to work on the Annual Financial Report that is due on December 31, 2025. Kelly stated that all financials are up to date and balanced.

Announcements –

1. The next Budget and Finance Committee meeting will be held on November 25, 2025, at 5:30 pm.
2. Heidi Sparks is scheduled to review the claims for the next meeting.

Meeting Adjourned at 5:55 p.m.

Respectfully submitted,



Kelly Strecker

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:

10. Laurel Airport Authority Minutes of November 12, 2025.



LAA Board Meeting Minutes

November 12, 2025 (6 pm)

Roll Call: Joe Mutchler, Jim Wise, Randy Hand, Gary Blain, Doug Myers (Randy hand present by phone, Joe Mutchler ascent, all other members present).

Members of public present: Fred Lee, Chris Jones, Pat (signature unreadable), Mark Boulet, Brad Sinclair, Chuck Henrichs

Approval of Minutes from previous meeting: 9/23/2025 by unanimous consent (Randy abstaining as had not seen minutes).

Financial Update (YTD financial summary provided by Beartooth accounting and current Western security bank summary provided.)

Public Comment on Non-Agenda Items: (None made)

Public Comment on Agenda Items: Public comments welcomed as agenda items discussed

KLJ Engineering:

1. **Master Plan and Construction Report/Airport Maintenance Report** (KLJ will provide written summary of 6S8 related activities and project status later in month.)
2. Discuss and approve, **redirecting MDT funds from grass runway project to Main RW (4 – 22)** project (Justin Zindell of KLJ needs approval from us by Friday the 14th.) A motion made by Jim Wise and seconded by Doug Myers and passed by unanimous consent to redirect funding intended for grass RW project towards RW 4-22 project.

New Business:

1. Discuss and approve: **Rural Broadband** of Billings coming out to install internet service for us on Friday 11/14 at 9/am. Their service will replace that of current provider WispWest. John Roberts is willing to come out to assist. A motion made by Gary Blain and seconded by Jim Wise and passed by unanimous consent to move forward on project as currently scheduled.

2. Discuss and approve ... an **“official” waiting list regarding lots on Cory**. Doug has put together a list of applicants (by date of interest expressed) for each lot. A motion made by Gary Blain and seconded by Randy Hand and passed by unanimous consent to accept waiting list as currently configured:

Lot 2635 Cory for Fred Lee (application for lease on 4/4/2025)

Lot 2625 for Chuck Henrichs (application for lease on 4/4/2025)

Lot 2615 for Brad Sinclair (application for lease on 4/4/2025)

Lot 2605 for Bill Austin (application for lease on 4/4/2025)

3. Discussion re **KLJ required criteria for building of lots on Cory**. Motion made by Gary Blain and seconded by Doug Myers and passed by unanimous consent to accept plan forward: KLJ needs to survey lots to confirm corners and confirm max bldg. sizes of 60’ wide by 70’ deep. Hangar surveys and topo survey be done. All grading and building design will be reviewed. The assumption is that all 4 lots will share utility costs etc equally.
4. Discuss and Approve **Jim Wise (or any other Board members) to sign our pending lease requests** in absence of Chairman. Motion made by Gary Blain and seconded by Doug Myers and passed by unanimous consent, to allow all board members present at meetings, to sign lease requests in the absence of a chairman.
5. Discuss and approve ... a request from **Ed Taylor to lease 2405 DeFrance** (previously held by **Jim Schaak**) to build on the vacant lot there. Ed has already expressed interest via email, and has completed a 50-year non-commercial lease and signed it. A motion was made by Jim Wise and seconded by Gary Blain and passed by unanimous consent that we table the signing of Ed’s lease until we have received a statement of lease release from Jim Schaak who currently holds the lease for that lot address. Doug Myers will call Jim Schaak and request the statement of release.
6. Discuss and approve ... a request from **Tony George to lease 2307 East Stormont** (previously held by Donna McKamy). Tony has already expressed interest via email, and has completed a 50 year lease and signed it. A motion made by Gary Blain and seconded by Jim Wise and passed by unanimous consent, to sign Tony’s lease and it was done. Doug Myers will mail a signed copy to Tony and another copy will be kept in the fireproof safe / cabinet.
7. **Jim Wise will submit a letter of intent to lease the lot at 2308 Powers** (the lot that has been previously considered for parking). Jim has already expressed interest in a lease via email, and will work with KLJ to confirm lot and max hangar boundaries. A motion made by Gary Blain and seconded by Randy Wise and passed by unanimous consent, to supply Jim with a draft lease ... pending confirmation of the lot and hangar dimensions from KLJ.

8. Discuss the request of a **balloon operator**, Mark Boulet, to rent space for his equipment trailer and to launch from 6S8. Doug Myers has had conversations with MT Aeronautics (Stephen Torske) regarding the subject and will relay them to the Board. Mark would like to launch from and / or recover balloons at 6S8. Chris Jones is also a balloon operator who would operate in conjunction with Mark. A 100' x100' launch area was discussed and requested. It was not stated directly if the operation would be commercial or recreational. The board members present expressed concerns regarding not only the impact on the safety of air traffic departing from and landing at Laurel airport, but also concerns regarding balloon flight issues affecting the nearby KBIL airspace. A motion was made by Gary Blain and seconded by Jim Wise and a unanimous vote was taken to table the issue pending discussion and further research.
9. **Prairie Dog update:** Jim Schaak has a certified pest exterminator that he is familiar with who is going to get a proposal to us for exterminating prairie dogs (all the way up to the gun range). We have received nothing from him yet. Gary Blain has provided a reference to an exterminator who did good work for a family member. Call "Jackie" at 307-949-0063.
10. **Maintenance Minute** Be advised of the following issues:
 - a. The SRE building could really use 3 garage door openers (to be installed on each of the 3 access doors that only can be opened manually). They are difficult and awkward to open manually. Short term, Jim Wise and Ben Krause will adjust manually.
 - b. The diesel fuel trailer that is in the SRE building (and is used to fuel the tractors, snow plow etc) needs a new electric fuel transfer pump. Murl will get an estimate for R or R.
 - c. The little red (Case) tractor needs work done (likely on the preheat system) as we are having difficulty starting it. Murl thinks that the starter itself is ok. Murl will transport to get a repair estimate.

A motion was made by Jim Wise and seconded by Gary Blain and a unanimous vote was taken to get estimates regarding the costs associated with each of the above issues to help with direction decisions.

Laurel Airport Authority
P.O. Box 242 Laurel, MT 59044
406-628-0172

File Attachments for Item:

11. Revised Tree/Park Board Minutes of October 2, 2025.

Laurel Park Board Minutes for October 2, 2025 Corrected

The meeting was called to order at 5:30

In attendance were Irv Wilke, Michele Mize, Tom Canape, Paul Kober, Richard Klose, and Jon Rutt.

Public input – Shawna Hopper spoke on renting Riverside Park for an event the 1st weekend in August 2026. It would be a public event for the region. She would like to use the entire park, and wondered about the possible charges?

1. LPB Minutes for ~~October 2~~ September 4, 2025 – Richard Klose moved to approve Tom Canape 2nd the motion. Approved
2. Exxon/Mobil Money – There is some left
3. Other Parks - Sidewalk is done in Nutting Park and the sprinkler for Nutting Park will be done in October.
4. Riverside Park Campground – Considered a success this year, some complaints of transients hanging around and people with reservations arriving to find their spot occupied. Enforcement to be worked out before the beginning of next season. Picnic tables are not purchased yet but are being worked on. Tent sites are not rented very often.
5. Riverside Hall/Lions Club – Painting on the new windows is being done. Paul matched the trim color with other buildings and suggested that we develop a policy for future painting projects to keep the colors uniform. Discussion followed.
6. Billie Riddle Splash Park – Closed for the season Toilet building layout needs to be determined to start getting costs for bathrooms.
7. Laurel Rod and Gun Club Building – Nothing to report. City Council has discussed and decided to investigate drain field conditions.
8. Tree Board Business – Arbor Day will be on October 7th at 1 PM with setup at 11:30 AM. The 3 trees have been planted in Thompson Park.

Other Items

Trees need to be trimmed or removed on the south side of the American Legion building. The Legion will try to finish the tile in the next couple of weeks in the building.

Michele, Jon and Richard have been appointed to the Laurel Park/Tree Board.

Next meeting November 6, 2025.

Adjourn 6:17

Submitted Jon Rutt

File Attachments for Item:

12. Tree/Park Board Minutes of November 6, 2025.

Laurel Park Board Minutes for November 6, 2025

The meeting was called to order at 5:27

In attendance were Irv Wilke, Phyllis Bromgard, Michele Mize, Tom Canape, Paul Kober, Richard Klose, and Jon Rutt.

Public input – None

1. LPB Minutes for October 2, 2025 – Richard Klose moved to approve corrected minutes, Tom Canape 2nd the motion. Approved
2. Next meeting December 4
3. Renting Riverside Park on last weekend July 2026 - Shawna Hopper spoke on renting Riverside Park for an event the July 30 to August 2, 2026. It would be a public event for the region. She would like to use the entire park, and suggested \$1000 per day? Local Bands and maybe regional or national bands. Jon Rutt made a motion to approve this proposal and send to City Council Phyllis Bromgard seconded. Approved
4. Other Parks - The sprinkler for Nutting Park is almost done. Tree removal in Riverside Park was bid at \$8,300 to \$8,400. Tom Canape made a motion to accept the \$8,400 bid, Phyllis Bromgard seconded. Approved.
5. Riverside Park Campground – \$31,200 for FY 24-25. \$15,200 ytd.
6. American Legion Building at Riverside Park – Flooring done and it has been rented for non-alcohol type events. Several groups have been using it.
7. Riverside Hall/Lions Club – Has been rented out for several events. Possibly another drywall contractor is looking at the ceiling. Painting color was discussed for the park.
8. Laurel Rod and Gun Club Building – Nothing to report. Michele Mize made a motion to make a Council resolution to utilize/rent the building, Tom Canape seconded. Approved.
9. Tree Board Business – Arbor Day was a success on October 7th. The 3 trees have been staked in Thompson Park. Tom Canape is the Arbor Day chairman for 2026. Phyllis Bromgard has several trees that could be transplanted to Laurel Parks.
10. Board members and positions – Discussion for after the 1st of the year.

Other Items

Billie Riddle Splash has toilet rings in concrete. City will try to determine if they will go anywhere. Michele Mize is resigning because of her election to be City Judge.

Adjourn 6:17

Submitted Jon Rutt

File Attachments for Item:

13. Public Works Committee Minutes of October 20, 2025.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, OCTOBER 20, 2025**

The Public Works Committee meeting was called to order at 6:00pm on Monday, October 20, 2025, by Chair Heidi Sparks.

Members Present: Heidi Sparks- Chair, Jodi Mackay - Vice Chair, Irv Wilke, Jessica Banks, Mullaney

Others Present: Matt Wheeler- Public Works Director, Ryan Welsh- KLJ, Lori McCurry, Joel Dennett, and Jon Rutt- Saddleback Ridge Estates

Public Input: None

General Items:

1. Approval of Minutes from September 15, 2025. Irv made a motion to approve the minutes of September 15, 2025. Motion was seconded by Jodi. Motion carried 5-0 to approve the minutes.
2. Emergency Call Out Report- Report attached
 - i. Water and Sewer plant issues- These were primarily due to a power outage that occurred at the plants
 - o Irv asked about the incident on 10/6- clean up after a car wreck. Took sweeper to clean up debris
3. KLJ Report
 - i. Ryan stated nothing new to report on current projects. Biggest thing taking place right now is the water and sewer line extension out to Love's. Jodi asked about timing- Ryan said should be done within the next 2 weeks

New Business:

Old Business:

4. West Railroad- Matt stated he invited Ryan to discuss the West Railroad project with the state. The issue with the project right now is the stormwater and how to handle that. The infrastructure is not there under Woodland to handle the stormwater. The city has presented there is a triangle shaped piece of city property that could be used, but it is in the 100-year flood plain.
 - i. To utilize Woodland, this would add roughly \$1 million to the project since the stormwater infrastructure is not there
 - ii. Shaun asked about the CHS project to make their water go up to 8th Ave- Matt did state that they have a meeting coming up to discuss. CHS is willing to pay for the upgrade to the storm water drainage ditch that runs under the interstate, but nothing is approved or guaranteed at this time.
 - iii. Ryan stated we are coming to the end of the budget for the analysis and planning
 - iv. Matt is interested in having the city eliminate the state from this project, but that would remove the access to the Urban Route Funds that have been earmarked for this project. If the city did this project, Matt does not want to address the stormwater and leave that as is, would also eliminate the curb, gutter and sidewalk from the project
 - v. Meeting next week with the state, and still discussing the stormwater issue. Could potentially run the stormwater to Main Street to tie into the stormwater line under there. This would need to be engineered by KLJ

Other Items:

5. Jon Rutt provided a handout on the background on Saddleback Ridge Estates, and reviewed this with the committee. This subdivision is located north of the golf course.
 - i. The only other city that is using something similar to this subdivision for wastewater is Circle, MT. This causes some issues with the permit renewal due to unfamiliarity
 - ii. The golf course clubhouse was annexed and has water and sewer lines running to it. Part of the subdivision is fairly close to the golf course. Would like to open the conversation to being able to tie into the existing city infrastructure within the next 5-10 years. The houses are on septic systems, and still maintain their own water system.
 - iii. Ryan asked about the storage tank- there are 6- 6,000 gallon tanks with a booster station on those
 - o Current city policy is to tie into city services must be annexed. The septic tanks would need to be removed, since those are not allowed within city limits.
 - o Ryan also stated the Cherry Hill booster station is near capacity, but the existing booster station in the Saddleback Ridge Estates could help alleviate that issue.
 - iv. Shaun asked about the water discharge- currently discharging 20,000 gallons/day which includes treatment of the water. There is a pit that the water is discharged into
 - v. Next steps- Jodi and Irv would like to see this come before the city council for awareness.
 - o Jodi moved that the committee request a conversation be initiated between invested parties regarding this, Irv seconded. Motion carried 5-0.

Announcements

Next Meeting will be Monday, November 17, 2025, at 6:00 pm in Council Chambers.

Meeting adjourned at 7:09 pm

Saddleback Ridge Estates Background Information

October 20, 2025

- Saddleback Ridge Estates was established over 20 years ago.
- It was originally designed for 100 lots with cisterns and septic tanks. Before construction began the design was changed to include a central potable water system.
- The subdivision is almost fully built with 95 homes.
- Water is used for domestic purposes, and the irrigation is accomplished with ditch water.
- We have 2 wells with water rights of 50 gpm each, but the water is defined as Class III ground waters having a natural specific conductance that is greater than 2,500 and less than or equal to 15,000 $\mu\text{S}/\text{cm}$ (at 25°C). Class III groundwater is low quality and supports limited beneficial uses.
- We operate a water plant that cleans the water to a level consistent with City of Laurel Water.
- Our wastewater from that water plant operates under a Montana Ground Water Pollution Control System Permit that is renewed every 5 years.
- Over the last 20 years the nitrates in the entire valley have gradually increased and we are planning for the future to deal with the limiting contaminant in our wastewater.
- We do not have an emergency and have some options to deal with this.
 - Increase the size of our wastewater outfall
 - Treat wastewater to concentrate the nitrates
 - Look to the future growth of Laurel and work together to plan a beneficial way to accomplish that growth.

Jon Rutt

406-861-7169

Lori McCurry

Mark Russell

Emergency Overtime Callout List

1-1-25

TO

7-1-25

Maintenance Shop 406-628-4773

City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime /NA = Not Available /Y = Responding /B=Phone Busy												
Employee Name	Telephone												
Shop Callout		9-24	9-24	10-6									
Kevin Budge		NA1	NA1	NA1									
Jay Hatton		NA2	NA2	NA2									
Keith Guy		Y8	Y10	9									
Wade Spalinger		NA3	NA3	NA3									
Brandon Gonzales		NA4	NA4	Y10									
Aaron Fox		Y9	7	6									
Joel Barnhardt		NA5	N5	4									
Bridger Fornier		Y10	8	7									
krista gauslow		6	NA6	5									
Anthony Woodard		7	Y9	8									
Colton Folts				11									
Distribution		7-4	7-13	7-25	8-19	9-7	9-10	9-24	9-24	9-26	10-2	10-12	10-13
Justin Baker			y3	2	Y3	y3	2	NA2	NA1	NA1	y3	2	1
Kevin Hoffman			1	na1	1	na1	Y3	Y3	Y3	2	1	y3	2
Daniel Nauman			2	y3	2	na2	1	NA1	Y2	Y3	2	1	y3

Elm Lift Station 628-7773 Village Lift Station 628-5918 Dial 9 after tone to acknowledge alarm

Wastewater Treatment Plant-628-6474

Autodailer- 628-4866

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding												
Employee	Telephone	7-20	7-28	9-10	9-24								
Thomas Henry		y4	3	2	Y4								
Cindy Caswell		1	Y4	3	2								
Corey Nicholson		2	1	Y4	3								
Norman Stamper		3	2	1	NA1								

Water Treatment Plant 628-4410

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding												
Employee	Telephone												
HP Nuernberger													
Dylan Ceaser													
Josh Sawyer													
Sam Waggoner													
Joe Waggoner													
TJ Worbel													
Daniel Waggoner													

Matt Wheeler Cell# 208-1885 8 One Call Locate - 1-800-424-5555 (City Job # 25663)

Kurt Markegard Cell# 860-5785 Hm 208-2356 SCHESSLER 628-4221 HESTON 281-0811

Mayor 406 633 3809 Dwight Ace Electric 406 697 2037

Travis Ace Electric 406 850 0612

MDU 1-800-638-3278 / MDT 252-4138

Pace Construction 252-5559 (sewer backups)

SanitarySystemOverflows call DEQ withing 24 hours at406-444-3080

Call Out - Date and Incident Location

6-5 H2O BREAK S 8TH ALL NIGHT	7-20 alarms sewer plant	9-24 SEWER BACKUP
6-7 walmart lift	7-25 h2o shutoff	9-24 UNLOCK SEWER PLANT
6-7 walmart lift	7-28 STORM DAMAGE SEWER PLANT	9-26 EMERGENCY LOCATE
6-16 FLOODING	8-19 LEAK FIRE DEPT	10-2 village lift fail
6-17 H2O TURN ON	9-7 emergency locate	10-6 CLEAN UP CAR WRECK
6-23 water plant problems	9-25 SEWER PLANT POWER OUT	10-12 h2o leak
6-30 update	9-25 LIFT STATION POWER OUT	10-13 h2o shutoff
7-13 village lift problems	9-24 WATER BREAK	

File Attachments for Item:

14. City/County Planning Board Minutes of October 15, 2025.

**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, OCTOBER 15, 2025**

A City/County Planning board meeting was held in Council Chambers and called to order by County chair Judy Goldsby at 6:00 pm on October 15, 2025.

Board Members Present:

<u> X </u> Tom Canape	<u> </u> Richard Herr	<u> </u> Paul Thomae
<u> X </u> Ron Benner	<u> X </u> Richard Klose	
<u> X </u> Judy Goldsby	<u> X </u> Jonathan Klasna	

Others Present:

Amber Hatton, Deputy Clerk Treasurer
Forrest Sanderson – Contract Planner
Meggie Hook – Essex Surveying
James Papez – Papez Development Services LLC

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

Disclosure of Ex Parte Communication - None

Public Hearing - NONE

General Items

New Business

1. Fox Farm Subdivision should be Fox Field Subdivision

Forrest introduced the application for Fox Field Subdivision located at 4910 Lori Rae Lane, Park City MT.

The board questioned whether each lot would have its own well and septic system. Forrest referred the question to James (JW) Papez with Papez Development Service, the engineer on the project. He prepared all the sanitation documents submitted to DEQ to lift the sanitary restrictions off the subdivision. The existing residents will retain the existing individual well and individual drain field and the 2 newly created residential lots will have a shared well and shared drain field system. DEQ has issued the approval which is an important part of that. DEQ will be recorded once the platt is recorded. James also made board aware that correct title for this project is Fox Field Subdivision.

The board also questioned if there would be 2 accesses into the subdivision. James Papez indicated that prior to the development of subdivision there was an access easement

already in place so that would remain unchanged for the access of that property. The cul-de-sac that we would put that would allow for access to the existing residents to the property over the bridge, you can have up to 2 access per drive approach so that would considered 1 drive approach for existing residents of the property over the bridge and the 2 new created lots will have shared access and the remainder 22 acres lot will have their own access of the cul-de-sac as well. The bridge is considered private property and would remain outside the bound of what is being plated on this subdivision. The public section would end at the cul-de-sac.

The board had no further questions.

The recommendation to the board of commission is for approval of the Fox Field Subdivision subject to the proposed conditions in the staff report. Motion is made for approval by Jon Klasna and seconded by Richard Klose. Motion passes 5/0.

Forrest confirmed there is no other new business.

Old Business

Other Items

Announcements

2. Next Meeting: November 19, 2025.
3. Forrest announced we are coming up with the end of term contract for engineering and planning services which is currently held by KLJ engineering, Forrest wasn't sure what CAO, Kurt Markegard's plan is in terms of moving forward but he may want to engage the members of the planning board to review especially on the planning component.

Motion for adjournment made by Jon Klasna, motion 2nd by Richard Klose. Motion passes 5/0.

Respectfully submitted,



Amber Hatton

File Attachments for Item:

15. Appointment of Shane Lacasse to the Emergency Services Committee.

From: Lacasse, Shane <Shane.Lacasse@chsinc.com>
Sent: Tuesday, August 26, 2025 5:24 PM
To: Ward 1A <ward1a@laurel.mt.gov>
Subject: FW: Emergency Service committee meeting- 8/25

Hello Heidi,

I wanted to introduce myself. I am Shane LaCasse, and I will be the new CHS refinery manager as of September 1st.

I am not sure if Jim Irwin has reached out to you yet or not, but Jim will be taking on a new role at CHS and will be primarily working from our corporate office in Minneapolis. Jim and I were hoping to make it to Monday's meeting, but both had conflicts. Anyways, Jim mentioned how valuable it was to be associated with the Laurel Emergency Services Committee. I also had the same feedback when Pat Kimmet was involved. If all possible I would like to continue the practice of the CHS refinery manager being involved with the committee, in any capacity that I can.

I understand the committee meets monthly, and I would enjoy the opportunity to meet the committee members at the next scheduled meeting.

Regards
Shane

Shane LaCasse, PE
Senior Director of Operations
CHS Laurel Refinery
shane.lacasse@chsinc.com
work (406)628-5439
cell (406) 208-3026

File Attachments for Item:

16. Resolution No. R25-95: Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With Allies In Aging.

RESOLUTION NO. R25-95

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN
A MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST
SHARING FOR PUBLIC TRANSPORTATION SERVICES WITH ALLIES IN
AGING.**

WHEREAS, this Memorandum of Understanding (“Agreement”) is entered into between Yellowstone County (“County”), the City of Billings (“Billings”) and the City of Laurel (“Laurel”) (collectively “the Parties”) for purposes of creating and implementing processes and procedures for complying with requirements set forth by the Montana Legislature in the laws collectively known as House Bill 121 (“HB121”) during the 2021 Legislative session;

WHEREAS, the County, Billings and Laurel are parties to the agreement that creates the multi-jurisdictional service district created to provide health services and health department functions known as the “Interlocal Agreement”;

WHEREAS, by virtue of HB121, the Parties are subject to various rights and responsibilities created by the Interlocal Agreement; and

WHEREAS, it is the intent of the Parties to comply with HB121 and to set forth as clearly as possible the methods of doing so for each as well as for the Parties collectively.

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 and ARA of YC, 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 25th day of November 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 25th day of November 2025.

APPROVED by the Mayor on the 25th day of November 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST SHARING
FOR
PUBLIC TRANSPORTATION SERVICES BETWEEN
THE CITY OF LAUREL, MONTANA AND ALLIES IN AGING**

W I T N E S S E T H:

WHEREAS, the City of Laurel (hereinafter “the City”) and Montana and Allies in Aging (hereinafter “Allies”) desire to work together to provide public transportation services for residents living within a one-mile radius of the City limits;

WHEREAS, the City intends to continue operation of an on-demand service for residents in addition to a regularly scheduled transportation service between the City of Laurel and City of Billings;

WHEREAS, the City and Allies in Aging desire to avoid duplicating services by coordinating their services and establishing an ongoing process to allow cooperation in the operation of public transportation services;

WHEREAS, the City intends to continue operating a public transit system in FY 2025 in cooperation with Allies in Aging to serve residents of the City of Laurel and Yellowstone County; and

NOW THEREFORE, based on the above recitals, the following Memorandum of Understanding is hereby entered into by the City and Allies in Aging.

SECTION I

It is hereby agreed that the City of Laurel, hereinafter referred to as "City", and Adult Resource Alliance of Yellowstone County, hereinafter referred to as “Allies in Aging”, agree to jointly participate to provide for the operation of public transportation services as described herein, which may be altered through an amendment of this MOU. The Parties to this MOU will be referred to as the "Parties" who acknowledge they each will share a portion of the fiduciary responsibility for operation of the public transit system. Individual and shared responsibilities in this effort shall be as follows:

SECTION II

1. Each Party will be responsible for reviewing the current system and any new policies and procedures related to the provision of the public transit system including but not limited to policies, service levels, fares, budgets, services for the disabled, information systems, environmentally sensitive technologies, and other matters of concern. Meetings shall be scheduled as needed to evaluate the overall program and contents of this agreement to determine if changes are necessary to improve services provided hereunder.
2. For the term of this MOU, the Parties will share the operation of the transit service through

the provision of services as follows:

- a. The City shall provide for use two transport vehicles, a Ford Endura for everyday on demand use, and the Transit Van for Billings runs. The Dodge Sprinter shall be used, if either of the regularly-used transport vehicles is inoperable or unavailable. The City shall provide dispatching services through its existing staff. In addition, the City shall provide routine maintenance for its transport vehicles and the transport vehicle owned by the Allies in Aging. Routine maintenance shall include oil changes, windshield wipers, filters, tire rotation, and basic fluids. Each Party agrees to pay for the cost of parts and major repairs after the State reimbursement rate for their respective vehicles. Major repairs are any repair costing over \$1000.00.
- b. Allies in Aging shall provide one driver and back-up drivers as needed. Allies in Aging shall utilize the City for dispatch services for purposes of scheduling on-demand service within Laurel and for regularly scheduled rides to/from Billings.
- c. The City shall assist with the currently available demand/response service as needed and will additionally provide regular transit service between the City of Laurel and City of Billings.
- d. The City will be the recipient of all funds derived from all federal and MDT (state) assistance or grants paid for the transit operation, along with any revenue received through vouchers or cash, daily.
- e. The City shall provide marketing and public information services on transit operations including the preparation and distribution of timetables and another route and schedule information.
- f. The City will prepare preliminary budget estimates, productivity reports and service summaries each year sufficiently in advance of City Council consideration to allow for analysis and input to the Council. These documents can be used by the Local Partners for planning in advance of the City's Recommended Annual Budget and would provide the basis for negotiating annual service agreements.
- g. The City of Laurel will reimburse the Allies in Aging quarterly at the State rate of 54% of the wage, benefits and fringe. The Allies in Aging shall submit its financials to the City of Laurel by the 15th of the month following the end of the preceding quarter reflecting the reimbursement.
- h. The current number of transit riders 60 and over is currently totaling 60% of the riders. After the 54% reimbursement from the State the Allies in Aging will reimburse the City of Laurel for 60% of the remaining fuel charges. Unless the population of riders significantly changes mid-year, the fuel budget will be modified yearly.
- i. Jointly implement policies and procedures that encourage the use of public transportation.

- j. Jointly implement policies and procedures that follow the City of Laurel Transportation Program policies and procedures.
3. During the term of this agreement, the Parties may seek to add additional parties to this agreement in order to further enhance the provision of transit services provided hereunder. Further, the Parties may seek additional riders to expand the service.
4. The Parties will be responsible and cooperative in considering any requests for changes in service including additional services, as well as, service reductions if financially necessary. However, the Parties agree that this agreement requires service (service is defined as a split between dispatch and drivers) to be provided for 40 hours per week and no reduction in service may result in the service being offered less than 40 hours per week.
5. The Parties shall carry over any losses from the operation of the transportation system and incorporate such losses in the next year's budget for transit services allocating such losses proportionately to the Parties, taking into consideration all routes provided.
6. The City will on a timely basis review and negotiate its annual contract for public transportation services with terms in substantial agreement with the terms of this MOU.
7. The Parties shall support the operation of public transit services consistent with the terms of this MOU and any associated annual agreements.
8. The Parties agree that there will be fares charged to customers utilizing the transit system to off-set the cost of operation. The fares shall be reviewed as needed and increased to reflect the costs of the system.

SECTION III

1. The Parties agree that the term of this MOU shall be one year and will auto renew each January 1st unless terminated by either party. Either party may terminate its participation in this MOU by giving at least 180 days written notice of termination. The termination of the MOU will not affect the responsibilities established in any existing or future annual operating contract for transportation services that may be in effect at that time, such as a vanpool service, or contracts for service with public and/or private businesses within the City of Laurel.
2. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall negotiate informally to resolve the dispute. If such informal negotiations are not successful, the parties shall jointly select a mediator to mediate their dispute within 30 days of the dispute. If they do not reach such solution within a period of 60 days following the mediation, or if the parties cannot agree on a mediator, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the

provisions of its Commercial Arbitration Rules.

3. Controversy arising from this contract may result in litigation. Arbitration is not available. This Contract shall be governed by Montana law.
4. In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, Yellowstone County.

SECTION IV

1. Allies in Aging understands this contract includes requirements specifically prescribed by Federal law or regulation and does not list all Federal laws, regulations, and directives that may apply to Allies in Aging or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Agreement MA(24) at the FTA website:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>.

The clauses in this contract have been streamlined to highlight the most prevalent regulations that govern this award, however additional Federal laws, regulations and directives contained in the Master Agreement will apply. Allies in Aging's signature upon this document acknowledges they have read and understand the Master Agreement.

2. No employee, officer, board member or agent of Allies in Aging shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - a. The employee, officer, board member or agent;
 - b. Any member of his or her immediate family;
 - c. His or her partner; or an organization which employs or is about to employ any of the above; has a financial or other interest in the firm selected for award. Allies in Aging's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of Sub-agreements.

SECTION V

Any party to this MOU may request an amendment to the MOU by written request to the other Party. The Parties shall meet to discuss any requested amendment within thirty days of receipt of such request. Amendments to this MOU will be effective only after approval in writing by all parties and subsequent City Council approval.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized to sign the same, the Mayor for the City as authorized by the City Council and Allies in Aging Board of Directors.

CITY OF LAUREL

Dave Waggoner, Mayor

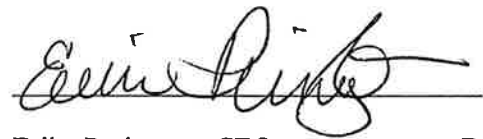
Date

ATTEST

Kelly Strecker, Clerk/Treasurer

Date

ALLIES IN AGING



Erika Purington, CEO

Date

10/17/2025

File Attachments for Item:

17. Resolution No. R25-96: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Prorover.

RESOLUTION NO. R25-96

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
PROROVER.**

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

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

Introduced at a regular meeting of the City Council on the 25th day of November 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 25th day of November 2025.

APPROVED by the Mayor on the 25th day of November 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 25th day of November 2025, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Prorover, a contractor licensed to conduct business in the State of Montana, whose address is 4431 Vaughn Lane, 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 16, 2025, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor eight thousand four hundred dollars and no cents (\$8,400.00) 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 25th DAY OF NOVEMBER 2025.

CITY OF LAUREL

CONTRACTOR

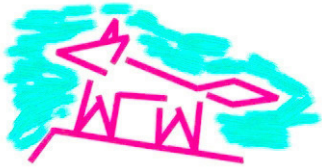
Dave Waggoner, Mayor

Prorover

ATTEST:

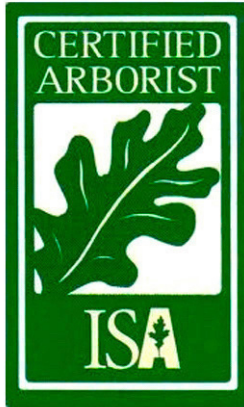
Employer Identification Number

Kelly Strecker, Clerk/Treasurer



prorover
cat up a tree rescue

Skilled Arborist **Creative Solutions**



ISA # 2683A
Patrick Cecil Riedl

MT reg contractor
153913

For the city
of Laurel MT



- pruning
- cabling
- removals
- stump grinds
- soil amendment
- technical climbing
- bucket work
- free cat rescue
- less than
917 years experience

Cut one large designated cottonwood tree
in Riverside Park / chip brush / cut up and
leave on site log and rounds / grind stump

Please send check to
prorover
4431 Vaughn Lane
Billings MT 59101

\$8400
Oct 16/ 2025

prorover.com

698-6551

Patrick C. Riedl
X 16/21

File Attachments for Item:

18. Resolution No. R25-97: 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.

RESOLUTION NO. R25-97

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.

WHEREAS, the City of Laurel has inventoried vehicles, equipment, and other items that are no longer of use to the City; and

WHEREAS, in accordance with Mont. Code Ann. § 7-8-420(1), the City of Laurel City Council has the authority to sell or otherwise dispose of the property by declaring it surplus; and

WHEREAS, the surplus items shall be offered to the public for sale or utilized by the City for purposes of trade or sale to obtain new equipment or property for use by the City of Laurel.

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

1. The City of Laurel City Council declares the property included on the attached “Schedule A” as “surplus property” pursuant to Montana law; and
2. The Mayor and City Staff are authorized to dispose of the surplus property through public sale or trade with any governmental entity or group in order to obtain new property for City use.

Introduced at a regular meeting of the City Council on the 25th day of November 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of November 2025.

APPROVED by the Mayor the 25th day of November 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Exhibit A
2025 Fall Surplus Sale

2004 Ford Super Duty F 450 Braun Ambulance	VIN# 1FDXF47P24EB33970

File Attachments for Item:

19. Resolution No. R25-98: A Resolution Of The City Council Of The City Of Laurel, Montana Authorizing The Allocation Of Funds Towards The Purchase Of An Ambulance For The City.

RESOLUTION NO. R25-98

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL,
MONTANA AUTHORIZING THE ALLOCATION OF FUNDS TOWARDS THE
PURCHASE OF AN AMBULANCE FOR THE CITY.**

WHEREAS, the City of Laurel has purchased an ambulance for the Laurel Emergency Medical Service;

WHEREAS, the City may have proceeds related to the sale of a fire truck and trailer, belonging to the Laurel Volunteer Fire Department City of Laurel Department;

WHEREAS, the City wishes to allocate the funds related to the sale of the fire truck and trailer to the purchase of the ambulance for the Laurel Emergency Medical Services; and

WHEREAS, the Mayor and City Staff recommend that the allocation of such funds is in the best interests of the City and that the allocation of such funds will assist in funding the purchase of the ambulance for the Laurel Emergency Medical Service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council authorizes the Mayor and the Clerk-Treasurer to allocate any proceeds from the sale of the fire truck and trailer to the purchase of the ambulance for the Laurel Emergency Medical Services.

Introduced at a regular meeting of the City Council on the 25th day of November, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of November, 2025.

APPROVED by the Mayor the 25th day of November, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

20. Resolution No. R25-99: A Resolution Of The City Council Of The City Of Laurel, Montana Authorizing The Purchase Of Trailer From The City's General Fund By The Water And Sewer Enterprise Funds.

RESOLUTION NO. R25-99

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL,
MONTANA AUTHORIZING THE PURCHASE OF TRAILER FROM THE CITY'S
GENERAL FUND BY THE WATER AND SEWER ENTERPRISE FUNDS.**

WHEREAS, the City of Laurel, through its General Fund, holds and owns a trailer;

WHEREAS, the City wishes to transfer ownership of the trailer from the City's General Fund equally to the Water and Sewer Enterprise Funds; and

WHEREAS, each of the Water and Sewer Enterprise Funds will, respectively, purchase the trailer by way of a payment of Five-Thousand Dollars (\$5,000) from each Enterprise Fund to the City's General Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council authorizes purchase of the trailer from the City's General Fund by the Water and Sewer Enterprise Funds, for payment of Five-Thousand Dollars (\$5,000) from each Enterprise Fund to the City's General Fund.

Introduced at a regular meeting of the City Council on the 25th day of November, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 25th day of November, 2025.

APPROVED by the Mayor the 25th day of November, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

USED TRAILER IN

DATE 11-29-2025

NAME _____

"We go where we're towed to"



LTP
LAUREL TRADING POST
TRAILERS * PARTS * SERVICE
(406) 628-2536
LAUREL, MT

Greg Haux
406 628-2536

Cell: 406 860-2555
1210 E. Railroad St.
greg@laureltradingpost.com

MANUFACTURER INTERSTATE

STOCK # _____

VIN # 1UK500L21G1087040

YEAR 2016

MODEL Cargo

COLOR White/Red

BP X

GN _____

AXLES 5200 #1

TIRES SIZES 225-75-R15

CONDITION:

PAINT OK

FENDERS _____

TIRES N205

FLOOR CB

MATS H. Floor Treaders

GATES _____

WINDOWS _____

VENTS Roof

FEED DOORS _____

DIVIDERS _____

SPARE TIRE NO

LIVING QTR _____

DRESSING ROOM _____

FRONT TACK _____

MIDTACK _____

REAR TACK _____

HEIGHT 7

WIDTH 102

COUPLER 2 5/16

BRAKES ELECTRIC

LIGHTS _____

RAMPS Roof

KEYS _____

COMMENTS:

GENERATOR

2 TONE

DOVEYAN

INSULATED

4 CEILING LIGHTS

CABINETS IN NOSE
WORK BENCH

ROOF RACK

EXTERIOR OUTLETS

110 PKG

EXTERIOR WORK LIGHTS

TOTAL RECONDITIONING _____

RETAIL 1

WHOLESALE ACV

\$10,000