

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 16, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 pm on September 16, 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
Michele Braukmann, Civil Attorney (Phone)
Kurt Markegard, CAO
Jarred Anglin, Interim Police Chief (left at 6:42 pm)

Public Input:

There were none.

General Items

1. Appointment of Jarred Anglin as Police Chief.

Mayor Waggoner stated that he is promoting Mr. Anglin from Interim Police Chief to Police Chief. Mr. Anglin has been the Interim Police Chief since the end of May and has done an excellent job.

Council asked Mr. Anglin if he was okay with this promotion. He responded that he was. He has learned about the budgeting process, including the frustrations it entails and the limitations departments face in obtaining everything they request. We continue to provide service to our community.

Council asked what his vision is for the department. He clarified that he would like to see the department grow. He will continue the dream for a new building. He would like to see a 2nd detective added at some point. He would also like to identify other task forces that the City can be part of.

Council questioned whether they would lose any staff during this transition from the previous Police Chief. It was clarified that no one has left yet, and the department seems happy that he was placed as interim.

Council questioned who would be filling the Captain position now that it will be vacated. Mr. Anglin stated that he has spoken to Mr. Brew about taking the Interim Captain position.

The Civil Attorney spoke highly of Mr. Anglin. Her position works very closely with the Police Department. Since Mr. Langve's retirement in May, Mr. Anglin has been very responsive and has stepped into the role very well. He also works very well with the City Prosecutor.

Mayor Waggoner stated that former Police Chief Langve recommended Mr. Anglin for the position.

Council noted they agreed with the decision to hire from within the existing department.

Executive Review

2. **Planning:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding Between The City Of Laurel And Yellowstone County For GIS Services.

Yellowstone County GIS houses all of the City's data. They have done so for the last 20+ years. They host our zoning, mapping, and other related services. We have been paying 2k annually. Staff use this information daily. In particular, Planning, Building, Public Works, and the PD use this service daily. The County has asked for an increase to 4k annually. The public is able to access the interactive mapping through the County's website. The last MOU was from 2005; the payment needs to increase to 2025 standards.

Mike Powell, Yellowstone County GIS, stated he is the manager of the GIS department. There are three others in his office: Eve, Alyssa, and Janet.

3. **Planning:** Resolution - Resolution Of City Council (APPROVING or DENYING) Zone Change For Iron Horse Station Subdivision From Residential R-6000 (Duplex) To Residential RMF (Multi-Family).

There are two resolutions. One option is to approve the zone change and reject the Zoning Commission's recommendation; the second option is to deny the zone change and accept the Zoning Commission's recommendation. The Zoning Commission has recommended denial of this request. That does not mean the Council is bound to that recommendation. Council must note which conditions are met or not met under the rational nexus test.

Forrest Sanderson, Contract Planner, reviewed the attached Staff report.

If the Council disagrees with the Zone Commission's recommendation, it must articulate the reasons and specify which part of the nexus test it is referring to.

It was questioned if they would be voting on both resolutions. It was clarified that the Council would be voting on one resolution.

Council questioned whether the property owner spoke during the public hearing. It was clarified that he did and communicated additional information than what was presented to the Zoning Commission.

Council questioned what would happen if neither motion passed. It was clarified that the action would be denied by default. The applicant would have to start over with another application in order to proceed.

Kolton Knatlerud, IMEG, clarified that this subdivision was platted quite a while ago. The developer is finally ready to move forward on this project. The developer is seeking flexibility that R6000 does not provide. There is RMF directly south and west of this property, and it fits with the character of the neighborhood. The developer is available by phone for any questions the Council may have.

4. **Public Works:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Donahue Roofing & Siding LLC.

The Water Plants' roof is leaking. This minor service contract is for roof repairs.

Council noted that the quote states a lifetime warranty, which they questioned. Staff stated they would get clarification.

Council Issues

5. **Public Works:** Laurel Rod and Gun Club Building Discussion

There have been inquiries about the potential use of the old Laurel Rod and Gun Club Building and who would cover the necessary repairs. There was a question about whether the building could be turned into a shooting range. It was also questioned if it could be used as a museum. There was a missed opportunity for the LRGC to restore the building in 2013. The City owns this building, which is listed on the National Registry of Historic Buildings.

Council questioned whether this building is the building that has an issue with lead. It was clarified that this building is not the old Rifle Club building, which does have a lead issue.

Council noted that the Lions have invested a significant amount of money in their building, which is rented out. A Council Member noted that they would caution against creating competition in renting out the buildings.

Jaime Krug, a leader for the local 4-H club, stated she would like to see shooting sports for the youth. It teaches gun safety while giving kids something to do. Would also like to use the space as well. Would want to use the space for shotgun and archery as well. The American Legion helps purchase targets for competitions.

Council noted that they are not opposed to having someone champion the building; however, what is the liability in allowing a shooting range inside the building?

The Civil Attorney stated that this usage in the space is a surprise. The City does carry premises liability coverage for the value of the building. She is not aware that the City has any policy regarding the use of firearms. She will need to look into this further to give a more in-depth response. City spaces are not insured for invited individuals who are performing activities. We would need to ensure there is appropriate insurance coverage. The City can negotiate a lease if it wants to use the space. She has several concerns about the proposed use of this building.

A Council Member inquired about the document that condemned the building in 2011, following the flooding event. They knew there was mold in the building and lead in the paint. LRGC received an estimate in 2013 for 46k to repair the building. They were also aware of issues with the sewage system that required repair.

Ms. Krug noted that the 4H Club does have a 1 million liability policy through MSU. She is currently certified in archery, pistol, and musseloader.

Forrest Sanderson, Contract Planner, stated he is a certified floodplain manager. This building is in the floodplain. If there is substantial damage and repairs cost more than 50% of the value of the structure, then it cannot be repaired within the floodplain. New septic tanks are not allowed to be placed in the floodplain; the existing system can be maintained, but not replaced.

It was clarified that the City does not know the value of the building, making it difficult to determine if costs will exceed the threshold. Staff will need to analyze the feasibility of the project. During the flooding event in 2011, there was 8 inches of water in the building. There is mold under the wood floor; however, without moisture, the mold is not an issue. There is also lead paint that would need to be mitigated.

Staff will obtain estimates for the necessary repairs and assess the building's usability. The riverbank has been rehabbed since 2011 and is now more stable. There are some groundwater issues, but not as severe as in 2011. Since the conditions have changed, it is time to reevaluate.

It was questioned whether there are provisions for historic buildings, given that this building is listed on the national registry. It was clarified that provisions exist, but their exact nature would need to be reviewed by the Staff.

6. Public Works: Nutting Park Sprinkler System Discussion

This sprinkler system will be similar to what is installed in the other parks.

Other Items

Council noted the sidewalk improvements at Nutting Park, including the shoulder for children to walk on.

The Civil Attorney is starting to work on the bylaws project. The process will take some time.

The Civil Attorney also noted that the City has received notice that there may be litigation on the Loves sign variance. She clarified that the complainant has 30 days to file litigation. She has advised that anything in relationship to the variance is stayed.

Mayor Waggoner stated he gave them their variance this afternoon, as there is no court action yet.

Attendance at Upcoming Council Meeting

All Council Members in attendance plan to attend next week's meeting.

Announcements

The next Emergency Services Committee meeting will Monday at 6:00 pm in Council Chambers.

The Safety Complex Open House is scheduled for October 8th from 6 to 8 pm.

The council workshop adjourned at 8:11 pm.

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.

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the City Planner

ZONING COMMISSION RECOMMENDATION ZC-25-01
Marvin Brown - Iron Horse Station Subdivision Zone Change Request
August 27, 2025

R-6000 to RMF

BACKGROUND:

The City of Laurel is an incorporated City within the State of Montana with powers established under the Constitution of Montana XI.4. The power and processes for the City to establish zoning regulations are found in §76-2-301 et. seq. M.C.A.

Mr. Brown was the original developer for the Iron Horse Station Subdivision. The original intent was to create a mixture of lots and lot sizes that would accommodate a wide array of housing opportunities with the primary focus being on one- and two-family dwellings. Over time, the perceived demand for new lots within the City of Laurel have changed in the opinion of the owner but it is important to remember that just because the property is zoned multi-family that a purchaser of any given lot may construct a single family residence. Our charge is to consider the rational nexus for the adoption of zoning in the City of Laurel.

The application materials address several other points that outline the anticipated benefits of the project. The application materials are incorporated into this report by reference.

LEGAL DESCRIPTION:

All of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana. In general, the properties front along Great Northern Road.

APPLICANT(S):

Marvin Brown – Iron Horse LLC
PO Box 80661
Billings MT 59108

EXISTING CONDITION:

The subject property is a platted residential subdivision. The property is served by public water, sewer, streets, solid waste, is surrounded by RMF and CC Zoning Designations, and is greater than 2.07 acres in size.

PROCESS:

- The application for a Zoning Map Amendment (Zone Change) was submitted on June 30, 2025, and is scheduled for a public hearing on August 20, 2025 by the Laurel Zoning Commission.
- The Zoning Commission following the Public Hearing may not make changes to or conditional modifications to the zoning and map. The change may only be recommended for approval or denial. In either case, the decision must be supported by findings of fact and conclusions related to the rational nexus for the adoption of zoning or zoning amendments.
- Those findings of fact and conclusions as well as the record minutes of the public hearing will be submitted to the City Council for consideration, hearing and final decision.
- The City Council will conduct a duly noticed Public Hearing on the Zoning Commission recommendation and an Ordinance of the City Council on First Reading.
 - Should the Zoning Commission recommendation be denial and it is upheld by the City Council on First Reading, the request is deemed denied.
 - Should the Zoning Commission recommendation for approval pass on First Reading, another public hearing and Second Reading and adoption will be scheduled.
- If passed on Second Reading, the new zoning map assignment would become effective 30-days post Second Reading.

ZONES INVOLVED: Existing and Proposed

- R-6000 - Residential 6000 District.
 - The residential-6000 zone is intended to promote an area for a high, urban-density, duplex residential environment on lots that are usually served by a public water and sewer system.
- RMF – Residential Multifamily District.
 - The residential multifamily zone is intended to provide a suitable residential environment for medium to high density residential dwellings; and to establish, where possible, a buffer between residential and commercial zones.
- CC – Community Commercial District.
 - The community commercial classification is primarily to accommodate community retail, service, and office facilities offering a greater variety than would normally be found in a neighborhood or convenience retail development. Facilities within the classification will generally serve an area within a one-and-one-half-mile radius and are commensurate with the purchasing power and needs of the present and potential population within the trade area. It is intended that these business facilities

be provided in business corridors or islands rather than a strip development along arterials.

RATIONAL BASIS OF ZONING:

In the State of Montana, all jurisdictions proposing to zone or rezone property or to adopt or revise their zoning regulations must issue findings of fact on a twelve-point test that constitute the rational nexus/legal basis for the adoption of a zoning district, zoning regulations, or changes to zoning or zoning regulations. This rational nexus is called the "Lowe Test".

I. Is the zoning in accordance with the growth policy;

Findings of Fact:

- Both the RMF and R-6000 are generally applicable, City Established, zoning districts.
- The requested zoning is based in the Growth Policy. A simple look at the Growth Policy and future land use map will verify that the requested zone assignment is consistent with the text and mapping components of the Growth Policy.
- The Growth Policy, Future Land Use Map, designates the property as Residential. The Residential designation supports zoning assignment from R-7500 to RMF.
- The RMF designation is typically reserved for areas of proposed development, redevelopment or in areas where adaptive reuse of existing structures that are associated with significant land ownership is contemplated.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.

Conclusion: The requested zoning is in accordance with the Growth Policy and other adopted rules and regulations of the City of Laurel.

II. Is the zoning designed to lessen congestion in the streets;

Findings of Fact:

- The proposed zoning encourages compact walkable development as well as expanded opportunities for new uses.
- The property is located within reasonable walking distance of the Central Business District and adjacent to Community Commercial. As such, the residents would be able to walk or bicycle to essential services which would by default reduce the vehicular traffic on the streets.
- The proposed zoning encourages compact urban development as such the need for vehicular travel is limited.

- The property is located where all the necessary public infrastructure exists.
- The proposed zoning in conjunction with the development standards adopted with the Subdivision Regulations will provide for flow through development, logical extension of the gridded infrastructure network, and encourage pedestrian- friendly growth.

Conclusion: The requested zone should lessen congestion in the streets by ensuring orderly growth and development of the property that is consistent with the proposed zoning and other regulations adopted by the City of Laurel.

III. Is the zoning designed to secure safety from fire, panic, and other dangers;

Findings of Fact:

- The proposed zoning will provide for consistency in development along with provision of police and fire protection.
- The proposed zoning incorporates enforcement of development standards, setbacks and compliance with the other development standards adopted by the City of Laurel.
- In addition to the zoning, the City of Laurel enforces the International Building Codes. The combination of regulations are life safety driven.
- The proposed zoning has restrictions on lot coverage, grading and development on steep slopes and other areas that are potentially hazardous. The difference between R-6000 and RMF is minimal.

Conclusion: The requested zoning along with other regulatory standards should provide safety for residents and visitors to the city from fire, panic and other dangers.

IV. Is the zoning designed to promote health and the general welfare;

Findings of Fact:

- The proposed zoning imposes setbacks, height limits and building restrictions.
- The proposed zoning groups together like and consistent uses within existing neighborhoods.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- In addition to the zoning, the City of Laurel enforces the International Building Codes. The combination of regulations are life safety driven.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- The current zoning regulations restrict development in hazardous areas.

Conclusion: The grouping together of like and consistent uses promotes the health and general welfare of all citizens of the City of Laurel. Further, the requested zoning is substantially consistent with the land use in the surrounding neighborhoods.

V. Is the zoning designed to provide adequate light and air;

Findings of Fact:

- The proposed zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The only difference between the existing and proposed zoning is the building height limit and lot coverage.
- The issue of lot coverage was diminished, in part, by the passage of legislation in the 2023 session.
- The proposed zoning implements the concept that the City of Laurel was developed historically on a gridded network. Both the existing and proposed zoning requires the perpetuation of this pattern. In doing so as the City plans for growth, the spacing and layout of new development will facilitate provision of light and air to new development.

Conclusion: The proposed zoning ensures the provision of adequate light and air to residents of the City through a continuation of the dimensional standards and other development limitations.

VI. Is the zoning designed to prevent the overcrowding of land;

Findings of Fact:

- The proposed zoning imposes minimum lot size, use regulations and other limitations on development.
- The amenities and parking associated with the proposed zoning can be contained within the subject property.
- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The area involved in the proposed rezoning is in excess of 2.07 acres.

Conclusion: The existing development standards of the requested zoning prevents overcrowding of land.

VII. Is the zoning designed to avoid undue concentration of population;

Findings of Fact:

- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The requested zoning is one of four residential zoning districts that provide a continuum of residential densities and manage development to create land use compatibility.
- The requested zoning imposes minimum lot sizes, maximum number of residences on a single parcel and setback standards.
- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.

- The area involved in the proposed rezoning is in excess of 2.07 acres.

Conclusion: The proposed zoning prevent the undue concentration of population by encouraging the most appropriate use and residential density at any given location within the jurisdiction.

VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;

Findings of Fact:

- The requested zoning establishes minimum standards for the provision of infrastructure such as roads, sidewalks, water sewer, wire utilities and storm water management.
- The requested zoning encourages compact urban scale development and groups together similar uses that will not detract from the quality of life expected in Laurel while providing the economies of scale to extend water, sewer, streets, parks, quality schools and other public requirements.
- The property for the requested zoning is served by City streets, water and wastewater systems.
- The parent subdivision provided parkland as provided by the Laurel Subdivision Regulations and the city has numerous developed parks and recreational opportunities.

Conclusion: The area affected by the requested zoning is served by insure the adequate transportation, water, sewerage, school, parks, and other public requirements.

IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;

Findings of Fact:

- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The area involved in the proposed rezoning is in excess of 2.07 acres. The property abuts additional RMF zoning designations.
- The uses and development patterns between R-6000 and RMF are subtle. It is for this reason that the Growth Policy supports a wide range of residential zoning designations within the City.
- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.

Conclusion: The requested zoning gives due consideration to the character of the existing neighborhoods within the city as well as suitability for the particular uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;

Findings of Fact:

- The RMF is a generally applicable zoning district within the City of Laurel.
- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.

Conclusion: The requested zone gives reasonable consideration to the peculiar suitability of the property for its particular uses.

- XI. Will the zoning conserve the value of buildings;

Findings of Fact:

- The requested zone groups together like and consistent uses and is consistent with the existing zoning in the various neighborhoods of the City of Laurel.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.
- The proposed zoning reinforces that residential buildings will continue to be used for equal or greater potential residential purposes.

Conclusion: The requested zoning will conserve or in many cases enhance the value of buildings.

XII. Will the zoning encourage the most appropriate use of land throughout the municipality?

Findings of Fact:

- The proposed zoning and zoning map provide for transitional areas between uses that may be incompatible.
- The requested zoning expands an existing mixed-use residential district that is specifically intended to ease the transition between residential and commercial uses.
- The requested zoning is consistent with the type of development that exists and is occurring in the surrounding neighborhood.
- Providing a healthy mix of residential properties is in the best interest of the city, property owners and potential buyers.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.
- RMF is and has been assigned adjacent to both the R-7500 and R-6000 zoning assignments. With all but one of the current assignments being adjacent to R-6000.

Conclusion: The requested zoning should encourage the most appropriate use of land not only in the neighborhood but throughout the City of Laurel.

OTHER NOTABLE FACTORS:

- The mandates associated with SB 382 and other legislation passed during the 2023 Legislative Session requiring communities with greater than 5,000 population to increase opportunities and options for housing within the community.

RECOMMENDATION:

The Zoning Commission finds that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy; that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process. Further, that the Zoning Commission recommend that the City Council DENY the Zoning Classification of RMF on all of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (on a 4-3 vote).

RESOLUTION NO. R25-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
BARTRAM SERVICES, LLC.**

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 Bartram Services, LLC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Bartram Services, LLC on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of September, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of September, 2025.

APPROVED by the Mayor the 23rd day of September, 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 23rd day of September, 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 Bartram Services, LLC., a contractor licensed to conduct business in the State of Montana, whose address is 2732 Pronghorn Drive, Laurel, MT 59044, 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 September 13, 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 fifty-three thousand seven hundred forty-six dollars and no cents (\$53,746.00) 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 23rd DAY OF SEPTEMBER 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Bartram Services, LLC

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

ESTIMATE

Bartram Services, LLC
2732 Pronghorn Dr
Laurel, MT 59044

evan.bartramservicesllc@gmail.com
+1 (406) 633-5480



Bill to

Matt Wheeler
City of Laurel
115 W First Street
Laurel, MT 59044

Ship to

Matt Wheeler
City of Laurel
115 W First Street
Laurel, MT 59044

Estimate details

Estimate no.: 1032
Estimate date: 09/13/2025
Expiration date: 12/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Install Sprinkler System	Install Sprinkler system at Nutting park. [Alder & E 6th Street]. This estimate includes all materials, equipment, man hours, etc.	1	\$53,746.00	\$53,746.00
2.			If approved Bartram Services will install a sprinkler system in the park tying into water and power sources provided by the City of Laurel. Bartram Services will bury all ground dug up or disturbed during this project. Re-seeding the grass will be the responsibility of City of Laurel. There will be a 1-year warranty on all components of the sprinkler system starting the day the system is turned on in 2026. Winterization of the system will be complementary for both 2025-2026.			
3.			25% of the estimate total (\$13,436.50) will be do upfront. The remainder will be due after completion of project.			

Total

\$53,746.00

Note to customer

Expiry
date

12/31/2025

Thank you for considering Bartram Services LLC to install this sprinkler system. We look forward to working with you. If you have any questions please give me a call. 406-633-5480.

Accepted date

Accepted by