



**AGENDA - REVISIED**  
**CITY OF LAUREL**  
**CITY COUNCIL WORKSHOP**  
**TUESDAY, OCTOBER 01, 2024**  
**6:30 PM**  
**COUNCIL CHAMBERS**

**Public Input:** *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

*Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.*

## **General Items**

### **Executive Review**

1. Resolution - Resolution Of The City Council Approving An Application For Special Review For A Business To Be Called "The Board Of Trade" Authorizing The Onsite Sale And Consumption Of Alcohol On Premises, Within An Existing Structure Located At 117 ½ East Main Street, City Of Laurel
2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute Amendment 1 And Amendment 2 To The Original Task Order Previously Approved By City Council Via Resolution R 23-81 For The Project Known As The 5th - 7th Sewer Line Replacement With KLJ Engineering, LLC.
3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Red Ridge Construction.

### **Council Issues**

4. Discussion - Food Trucks

### **Other Items**

### **Attendance at Upcoming Council Meeting**

### **Announcements**

*The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.*

**File Attachments for Item:**

1. Resolution - Resolution Of The City Council Approving An Application For Special Review For A Business To Be Called “The Board Of Trade” Authorizing The Onsite Sale And Consumption Of Alcohol On Premises, Within An Existing Structure Located At 117 ½ East Main Street, City Of Laurel

**RESOLUTION NO. R24-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL APPROVING AN APPLICATION FOR SPECIAL REVIEW FOR A BUSINESS TO BE CALLED “THE BOARD OF TRADE” AUTHORIZING THE ONSITE SALE AND CONSUMPTION OF ALCOHOL ON PREMISES, WITHIN AN EXISTING STRUCTURE LOCATED AT 117 ½ EAST MAIN STREET, CITY OF LAUREL**

WHEREAS, The Board of Trade (hereinafter “Applicant”), submitted a Special Review Application for the property located at 117 ½ East Main Street, Laurel MT 59044, which is currently zoned within the Laurel Central Business Zoning District (hereinafter “CBZD”) within the City of Laurel; and

WHEREAS, the Applicant seeks to provide for the sale and consumption of alcohol on its premises, within an existing structure located at 117 ½ East Main Street, Laurel MT 59044, to be known as The Board of Trade, more particularly described as Allard Subdivision, Lots 9 and 10, Block 27, Section 9, T. 2 S., R. 24 E., P.M.M., City of Laurel, Yellowstone County, Montana;

WHEREAS, the Applicant seeks such Special Review pursuant to and anticipating its purchase and transfer of an All-Beverage Liquor License presently held by Sonny O’Day, Inc. with the State of Montana;

WHEREAS, the Laurel Municipal Code authorizes such action upon City Council approval through the Special Review Procedure; and

WHEREAS, the Applicant submitted an Application for Special Review to the Laurel-Yellowstone City-County Planning Board (acting as the Zoning Commission) for review and consideration. The Planning Board (acting as the Zoning Commission) considered this matter on September 18, 2024 and recommends the City Council's approval of the Application for Special Review, subject to the following conditions:

1. Any applicable permits, including but not limited to building permits, sign permits, and right-of-way permits must be applied for within twelve (12) months of the approval.
2. Construction of any improvements to the site and building must be completed within twelve (12) months of approval of the Application for Special Review. Applicant may request an extension if necessary.
3. The operation of the business at the site shall not constitute a nuisance.

4. Any use of the property not specifically included in this approval or allowable within its underlying zoning district shall be deemed a violation of the Laurel Zoning Code.
5. Any subsequent use or change of use associated with this Application for Special Review shall require Applicant to submit additional documentation to the City of Laurel for subsequent processing and approval or denial.

WHEREAS, a public hearing was held on the 18<sup>th</sup> day of September, 2024, with the Zoning Commission;

WHEREAS, the City Council of the City of Laurel hereby finds, based upon the recommendation of the Zoning Commission, Staff recommendation, and public comment gathered at the public hearing of the Zoning Commission, that it is in the best interests of the residents of the City of Laurel to approve the Application for Special Review as provided in the Staff Report and Findings attached hereto, subject to the above stated conditions.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the Application for Special Review to allow the Applicant to provide for the sale and consumption of alcohol on its premises, located at 117 ½ East Main Street, Laurel MT 59044; and

BE IT FURTHER RESOLVED that the approval of the Application for Special Review is site-specific to this address, and the approval granted herein is subject to the conditions listed in this Resolution, the Staff Report, and all attachments thereto;

FINALLY, BE IT RESOLVED that the Application for Special Review, Staff Report, and all attachments thereto are hereby incorporated as part of this Resolution.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of September, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_ day of September, 2024.

APPROVED by the Mayor the \_\_\_\_ day of September, 2024.

CITY OF LAUREL

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



ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

---

Michele L. Braukmann, Civil City Attorney

Wold, Inc  
2938 Arnold Palmer Drive  
Billings, MT 59106

Yellowstone Bank  
P.O. Box 81010  
Billings, MT 59108

Montana Rail Link  
P.O. Box 16624  
Missoula, MT 59808

Laurel Montana Properties LLC  
1952 E. Fort Union Blvd  
Salt Lake City UT 84121

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

Laurel Community Foundation Inc  
P.O. Box 1130  
Laurel, MT 59044

Shawn & Amy Mullaney  
1629 Cove Lane  
Laurel, MT 59044

103EM LLC  
4826 Eloika Rd  
Chattaroy, WA 99003

Cant Touch This LLC  
3642 Custer Ave  
Billings, MT 59102

Franklin & Joyce Kops  
P.O. Box 1335  
Havre, MT 59501

FBGM Holdings LLC  
302 4<sup>th</sup> Avenue  
Laurel, MT 59044

Lazy 8 Properties LLC  
233 27<sup>th</sup> Avenue West  
Laurel, MT 59044

Uniquities LLC  
3085 US Highway 310  
Bridger, MT 59014

117 Properties LLP  
P.O. Box 50630  
Casper, WY 82605

Terry & Tracy Steinmasel  
50318 US Highway 93 #2  
Polson, MT 59860

Qwest Corporation  
700 W. Mineral Ave  
Littleton CO, 80120

Jerome & Hazel Klein  
411 W. 14<sup>th</sup> Street  
Laurel, MT 59044

A Haus of Reality Inc  
P.O. Box25  
Laurel, MT 59044

Maack Properties LLP  
2685 Ranch Trail Rd  
Laurel, MT 59044

K&P 201 Management LLC  
P.O. Box 186  
Laurel, MT 59044

Loef Properties LLC  
902 10<sup>th</sup> Avenue  
Laurel, MT 59044

Sonny O'Days Ince  
2940 Gregory Dr. N  
Billings, MT 59102

Prometheus Land LLC  
1704 N. 2<sup>nd</sup> Rd  
Huntley, MT 59037

RFD Properties LLC  
2639 Saint Johns Avenue  
Billings, MT 59104

Propriedad West LLC  
P.O. Box 20853  
Billings, MT 59104

Summit National Bank  
P.O. Box 98  
Hulett WY, 82720

Rubicon Properties Laurel LLC  
2639 Saint Johns Avenue  
Billings, MT 59102

Tamsen & Paul Kober  
11 Montana Avenue  
Laurel, MT 59044

International Church of the  
201 1<sup>st</sup> Avenue  
Laurel, MT 59044

Glacier Bank  
49 Common Loop  
Kalispell, MT 59901



## PUBLIC HEARING NOTICE

The Laurel Zoning Commission will conduct a public hearing on a Special Review for The Board of Trade (formerly known as Lucky Louie's) on property located at 117 E. Main Street, Laurel, Montana. The hearing is scheduled for **6:00 p.m., or as soon as practicable thereafter, in the City Council Chambers (115 W. Main Street, Laurel, Montana), on Wednesday, September 18, 2024.**

The specific property subject to the Special Review is described as:

- LAUREL REALTY SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 2 – 3
- 

The use triggering the Special Review is a request for **onsite sale and consumption of alcohol** within the Laurel Central Business District (CBD)

In addition to the above items, the Zoning Commission/City Council will consider the following items in the Special Review Process:

- The request complies with the requirements of the City of Laurel Zoning;
- The request is consistent with the objectives and purpose of Title 17 of the Laurel Municipal Code;
- The proposed use is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;
- The zoning commission shall consider and may impose modification or conditions concerning, but not limited to:
  - Street and road capacity,
  - Ingress and egress to adjoining streets,
  - Off-street parking,
  - Fencing, screening and landscaping.
  - Building bulk and location,
  - Usable open space,
  - Signs and lighting,
  - Noise, vibration, air pollution and similar environmental influences.

A copy of the Special Review application and supporting materials is available for public review at Laurel City Hall during regular business hours. Questions may be directed to Kurt Markegard, Planning Director at (406) 628-4796 ext. 5305 or [kmarkegard@laurel.mt.gov](mailto:kmarkegard@laurel.mt.gov) . Public comment is encouraged.

The City of Laurel is committed to open and transparent government and associated public decision-making processes. Public comment is encouraged.



**BOARD OF TRADE BAR AND CASINO  
FLOOR PLAN**

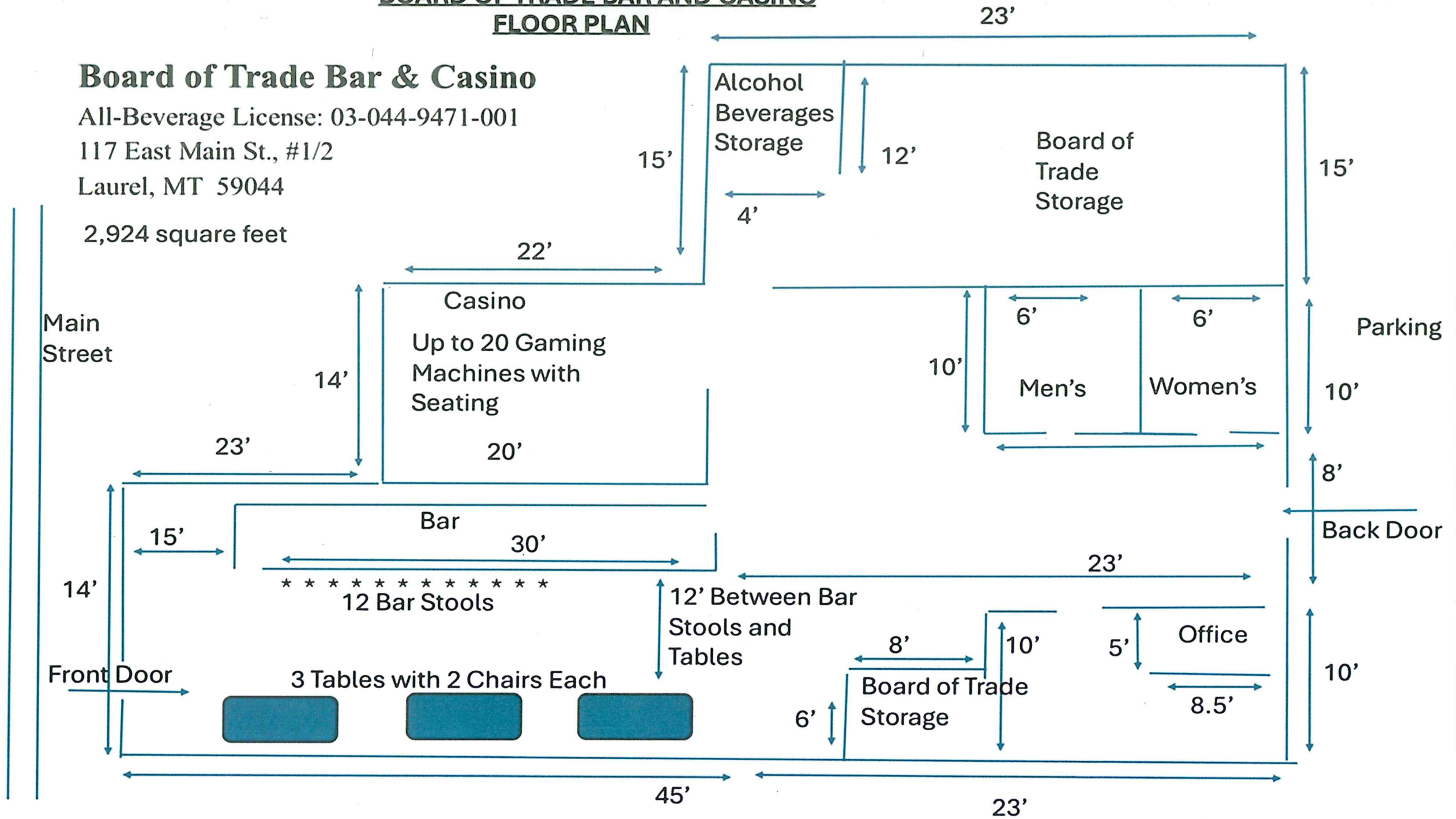
**Board of Trade Bar & Casino**

All-Beverage License: 03-044-9471-001

117 East Main St., #1/2

Laurel, MT 59044

2,924 square feet





CITY HALL  
115 W. 1<sup>ST</sup> 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

## Application for Special Review

The undersigned as owner or agent of the following described property requests a Special Review as outlined in Chapter 17 of the Laurel Municipal Code.

Applicant: Chad Payne

Legal Description: \_\_\_\_\_

General Address: 117 1/2 East man Laurel MT

Owner of Tract: 406 LLC

Mailing Address: 201 East man Laurel MT

Phone Number: 406-861-9987

Email Address: Chad Payne 1982@yahoo.com

General Description of the requested Special Review:  
To put Bar/Casino serve Beer/Liquor

Timeline for development:  
ASAP

### Attachments:

- Site Map (printed on at least 11"x17" in paper size showing dimensions, acreage and location of tracts in question)
- Site Plan (printed on at least 11"x17" paper size including: property boundaries and lot line dimensions, the location of proposed/existing structures, off-street parking, site elevations, service and refuse areas, means of ingress and egress, landscaping, screening, signs and open space areas, and latitude and longitude of the site.)
- Justification letter describing the special review requested and reasoning
- Map of all properties within 300 feet of the property
- List of the names and addresses of the property owners and/or agents for all parcels within 300 feet of the parcel under Special Review. (City staff can assist with this process)
- Special Review fee as per Laurel Schedule of Fees.

Applicant Signature: [Handwritten Signature]

Date: aug/28/2024

CITY HALL  
115 W. 1<sup>ST</sup> ST.  
PLANNING: 628-4796  
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# City of Laurel

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Laurel, Montana 59044



Office of the City Planner

## Instructions for Special Review Applications

Special Review applications are reviewed by the Laurel City-County Planning Board, which acts as the City Zoning Commission for Special Reviews. The Zoning Commission shall make a recommendation to the Laurel City Council for final approval, approval with conditions, or denial of the application. The City Council has the final authority to grant or deny application requests.

1. Applications must be received on or before the 1<sup>st</sup> of the month to be considered at the following month's meeting.
2. Application forms and supporting documents must be completely filled out, printed legibly or typed, with sufficient detail for the Zoning Commission and City Council to make a decision on the matter.
3. If new construction or a change in the use of the property is contemplated, building and/or development plans shall be submitted with the application.
4. Applications must be submitted to the Planning Department with the applicable fee as noted in the most recent Schedule of Fees.
5. A public hearing is required to be held for all Special Review applications.
6. The City will notify all property owners listed within the 300-foot radius and a legal ad will be published at least 15 days prior to the public hearing.
7. The Laurel Zoning Commission meets the 3<sup>rd</sup> Wednesday of the month at 5:35PM at the Laurel City Council Chambers. The applicant or a representative of the applicant must be present at the public hearing.
8. Recommendations of the Laurel City-County Planning Board shall be provided to the Laurel City Council for their review and final Approval, Conditional Approval, or Denial of the application.



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

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



Laurel Zoning Commission

September 25, 2024

Laurel City Council

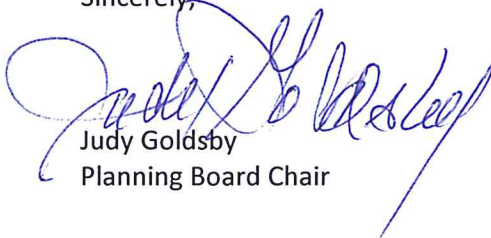
Re; Onsite Consumption of Alcohol at 117 ½ East Main Street for “Board of Trade”.

Dear City Council Members,

The Laurel/Yellowstone City-County Planning Board acting as the City’s zoning commission held a public hearing to consider the special review for the on-site sale and consumption of alcohol at 117 ½ East Main Street for a business to be called “Board of Trade” on September 18, 2024. The public hearing had one proponent and no opponents and after the public hearing closed, the zoning commission considered the request and had no concerns about recommending to the City Council to approve the special review. This location has been used since the 1930’s as a bar and was only up for a zoning review as the liquor license recently left this location. A new building owner is looking to reopen the bar and was subject to the special review criteria in Laurel’s zoning ordinance.

The zoning commission hereby recommends approving the special review and it is not recommended to hold another public hearing as all property owners within 300 feet were noticed about the request and there were no objections.

Sincerely,



Judy Goldsby  
Planning Board Chair

# MONTANA HISTORIC PROPERTY RECORD

For the Montana National Register of Historic Places Program and State Antiquities Database

Montana State Historic Preservation Office  
Montana Historical Society  
PO Box 201202, 1410 8<sup>th</sup> Ave  
Helena, MT 59620-1202

Property Address: **117-117 ½ East Main Street**

Historic Address (if applicable):

City/Town: **Laurel, MT**

Site Number: **24 YL 1768**

(An historic district number may also apply.)

County: **Yellowstone**

Historic Name: **Board of Trade Bar**

Original Owner(s): **Laurel Realty Company**

Current Ownership  Private  Public

Current Property Name: **Marilyn's Paint & Decor/Board of Trade Bar**

Owner(s): **117 Properties, LLP**

Owner Address: **PO Box 39  
Laurel, MT**

Phone:

Legal Location

PM: **Montana** Township: **2S** Range: **24E**

**SW ¼ SW ¼ SE ¼** of Section: **9**

Lot(s): **2**

Block(s): **1**

Addition: **Laurel Realty Subdivision**

Year of Addition: **1906**

USGS Quad Name: **LAUREL, MONT** Year: **1956/69**

Historic Use: **Movie Theater, Billiard Hall, Grocery**

Current Use: **Flower Shop, Bar**

Construction Date: **1908**  Estimated  Actual

Original Location  Moved Date Moved:

UTM Reference [www.nris.mt.gov/topofinder2](http://www.nris.mt.gov/topofinder2)

NAD 27 (preferred)  NAD 83

Zone: **12** Easting: **673664** Northing: **5059760**

National Register of Historic Places

NRHP Listing Date:

Historic District:

NRHP Eligible:  Yes  No

Date of this document: **September 30, 2009**

Form Prepared by: **Sara Adamson and Jecyn Bremer**

Address: **PO Box 1493, Wilson, WY 83014**

Daytime Phone: **307 690 4768**

MT SHPO USE ONLY

Eligible for NRHP:  yes  no

Criteria:  A  B  C  D

Date:

Appraiser/valuator:

Comments:

# MONTANA HISTORIC PROPERTY RECORD

PAGE 2

Property Name: 117-117 ½ East Main Street

Site Number: 24 YL 1768

## ARCHITECTURAL DESCRIPTION

See Additional Information Page

Architectural Style: **Western Commercial** If Other, specify:  
Property Type: **Commerce** Specific Property Type:

Architect: Architectural Firm/City/State:  
Builder/Contractor: Company/City/State:  
Source of Information:

Concisely, accurately, and completely describe the property and alterations with dates. Number the buildings and features to correlate with the Site Map.

### Description

This one-story, frame, rectangular, false-front commercial building has a flat roof and concrete foundation. The building was divided into two commercial spaces some time after 1944. At some point after 1947, the western commercial space was connected with the space in the adjoining building, 115 East Main Street by perforating the shared wall.

The south façade is clad in vertical metal siding above its full-width, metal awning. Below the awning the western storefront is clad in modern, vertical-grooved, composite siding, and has a recessed entry with a single, metal and glass entry door, flanked by single-light, fixed, wood windows. The eastern storefront has been infilled with red brick with a flush entry with a three-panel, wood door, and small fixed, single-light, horizontal metal windows.

The north façade is clad in brick-patterned asphalt sheeting, with a full-width, shed-roof, metal awning, and a small front-gabled, concrete block addition with a concrete pad and asphalt shingle roof.

East facing side façade adjoins 119 East Main Street.

West side façade adjoins 115 East Main Street and has a stepped parapet.

There is one, small, modern, plywood-sided, front-gabled, storage shed immediately to the north of the building with an asphalt shingle roof and no foundation.

### Setting

Commercial street front setting with one mature deciduous street tree. The rear of the building faces a gravel parking area and alley.

# MONTANA HISTORIC PROPERTY RECORD

PAGE 3

Property Name: 117-117 ½ East Main Street

Site Number: 24 YL 1768

## HISTORY OF PROPERTY

See Additional Information Page

The Laurel Realty Company, which platted this addition, owned this lot originally, and sold it to Tim Reardon in 1907. Reardon was an Irish immigrant who came to the United States at age five, grew up in Joliet, Montana, and was a section foreman for the Northern Pacific Railroad. In 1908, the building was photographed, and had a simple, frame false-front with a large, open, porch-like, recessed storefront. By 1912, this building was a movie theater. By 1914, the lot was owned by Edward and Nellie Hannar, who conveyed the lot to the Laurel State Bank that year. Edward Hannar was a builder and contractor who did very well in the building boom in Laurel after arriving in 1906. The bank sold it several months later to John and Nina Struck, who owned it for one year, before transferring ownership for several months to A. B. Bassett, and taking ownership again four months later in 1916. Several early photographs of this building, one dated 1918, show it had a recessed, angled theater entrance below an arched opening in the façade. By 1920 it was a billiards hall and by 1921, the façade had been converted into a squared-off storefront with a single entrance. The Strucks owned the property until 1919, selling it to Elroy Westbrook, the eldest son of Walter Westbrook, one of the most influential founding members of the Laurel community. Elroy Westbrook was later President of the short-lived American Bank of Laurel, as well as President of Midland National Bank of Billings. Westbrook immediately sold it to Leone Mazzanti, an attorney, and his wife Veronica. The Mazzantis owned it until 1925, when they sold it to Producers Ranch Company, which quitclaimed the lot to Realty Finance and Securities in 1931, the third year of the Great Depression. That company quitclaimed the property to Joseph McClellan, of Billings, who held the lot until 1944, when Chester and Edna Biffle, of Laurel, bought it. The building housed the Laurel Safeway store from 1929 through the 1930s, until it moved several doors down some time before 1937. The Board of Trade Bar was located here by 1940, and the liquor license for the bar business dates to 1937. The Biffles bought the adjoining building at 115 East Main Street in 1947. The Biffles owned the two buildings until 1965, when they sold them to George and Betty Peters. Some time after 1944 and before 1958, this building was divided into two commercial spaces, with resulting alterations to the storefront at the same time. By 1958, the Board of Trade Bar occupied the western half of the building, and a café the eastern half (the bar space today is in the eastern half). At some point, the wall connecting the building to 115 East Main Street was perforated, connecting the western commercial space in 117 East Main with 115 East Main Street. (Deeds; Johnston; 108, 173, 440, 594-95, 714; 1912, 1920, 1944 Sanborn Maps; Photos, Laurel Chamber; City Directories, 1925, 1930, 1932, 1937, 1958; Frickel)

## INFORMATION SOURCES/BIBLIOGRAPHY

See Additional Information Page

1912, 1920, 1944 Sanborn Maps.

City Directory, 1925, 1930, 1932, 1937, 1958.

Deeds, researched by First Montana Title in Billings, MT, files now with the Laurel City Planner.

Frickel, Linda. Conversation with Sara Adamson. December 2010.

Historic Photos, Laurel Chamber of Commerce.

Johnston, Elsie. *Laurel's Story, A Montana Heritage*. Laurel, MT: Frontier Press & Artcraft Printers, 1979.

# MONTANA HISTORIC PROPERTY RECORD

PAGE 4

Property Name: 117-117 1/2 East Main Street

Site Number: 24 YL 1768

## NATIONAL REGISTER OF HISTORIC PLACES

NRHP Listing Date:

NRHP Eligibility:  Yes  No  Individually  Contributing to Historic District  Noncontributing to Historic District

NRHP Criteria:  A  B  C  D

Area of Significance: **Commerce** Period of Significance: **1908-1960**

## STATEMENT OF SIGNIFICANCE

See Additional Information Page

This modest commercial building is significant as one of Laurel's few surviving examples of the Western false-front style of architecture and as a commercial building from the first decade of significant development in Laurel (1900-1910).

While the completion of the Northern Pacific Railroad in 1883 had been the impetus for Laurel's initial establishment, and the construction of the Rocky Fork Railroad had determined its location at the intersection of the two lines, it was not until the Northern Pacific, Great Northern, and the Chicago, Burlington, and Quincy Railroads made their junction in Laurel in 1906, that the town grew rapidly. By 1910, the population of Laurel had grown from 368 in 1900, to 806, and the downtown area expanded rapidly, providing services to the growing population. This building, constructed c. 1908, was one of the first buildings built in Laurel's boom years.

The building is also significant as an example of Western, false-front architecture. As a boomtown destined to continue to grow, not bust, thanks to the railroad, Laurel's buildings were generally constructed to be permanent, not hastily-constructed, boomtown false-fronts like this one. Several destructive fires, starting in 1907, had inspired residents to build out of masonry, and many of the Laurel downtown commercial buildings are brick. This one is exceptional.

This building is eligible to the National Register under Criteria A and C.

## INTEGRITY (location, design, setting, materials, workmanship, feeling, association)

See Additional Information Page

Like nearly every other commercial building in downtown Laurel, this building's storefront windows and entrance have been updated and altered from their historic appearance. The remaining architectural details of the primary façade are largely unchanged, however, and the building retains sufficient integrity to be eligible to the National Register as a contributing resource in a historic district.

MONTANA HISTORIC PROPERTY RECORD

PHOTOGRAPHS

Property Name: 117-117 1/2 East Main Street

Site Number: 24 YL 1768



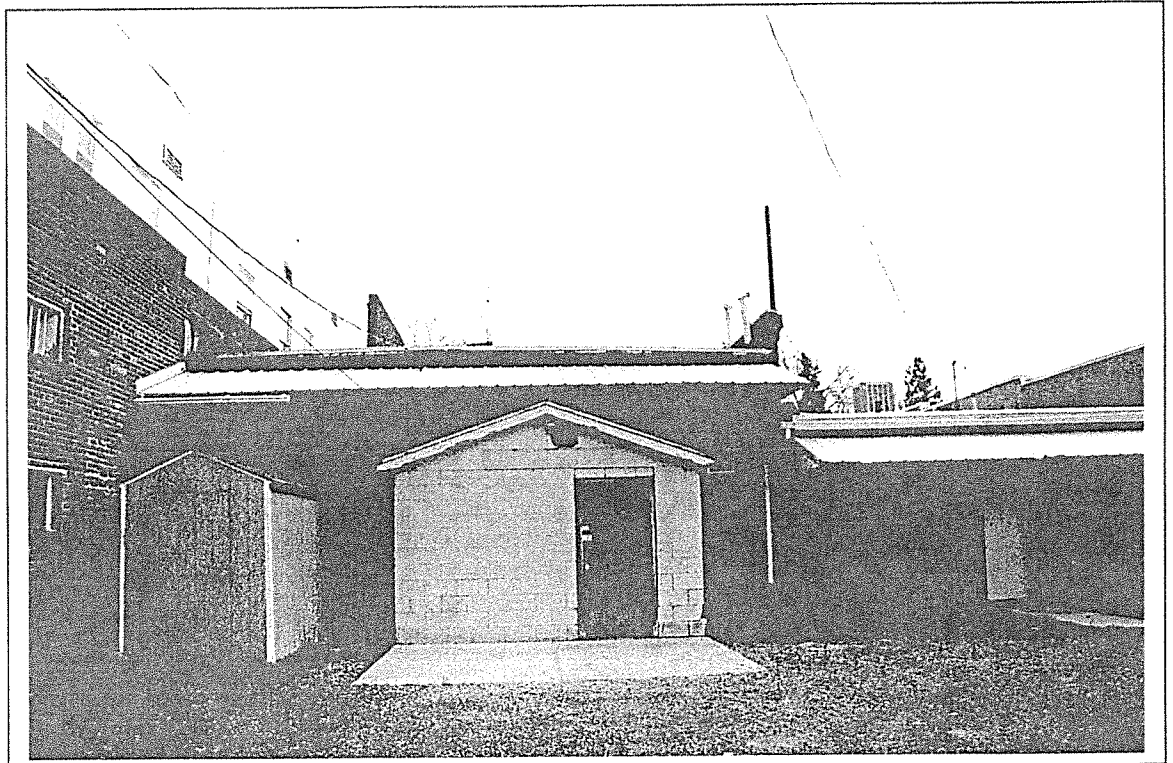
Roll #

Frame #

Feature #

Facing: **Northeast**

Description: **South façade**



Roll #

Frame #

Feature #

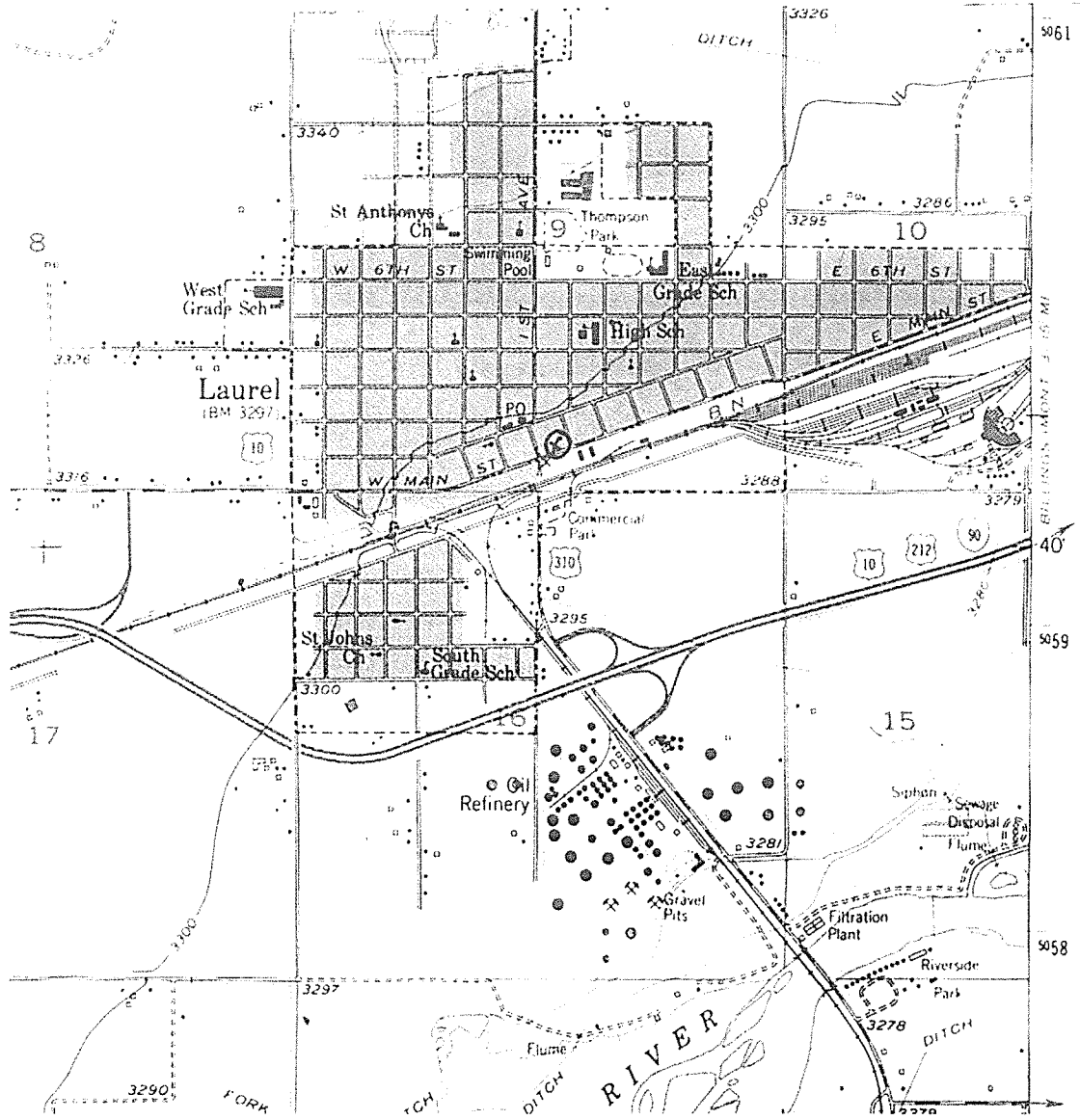
Facing: **South**

Description: **North façade**

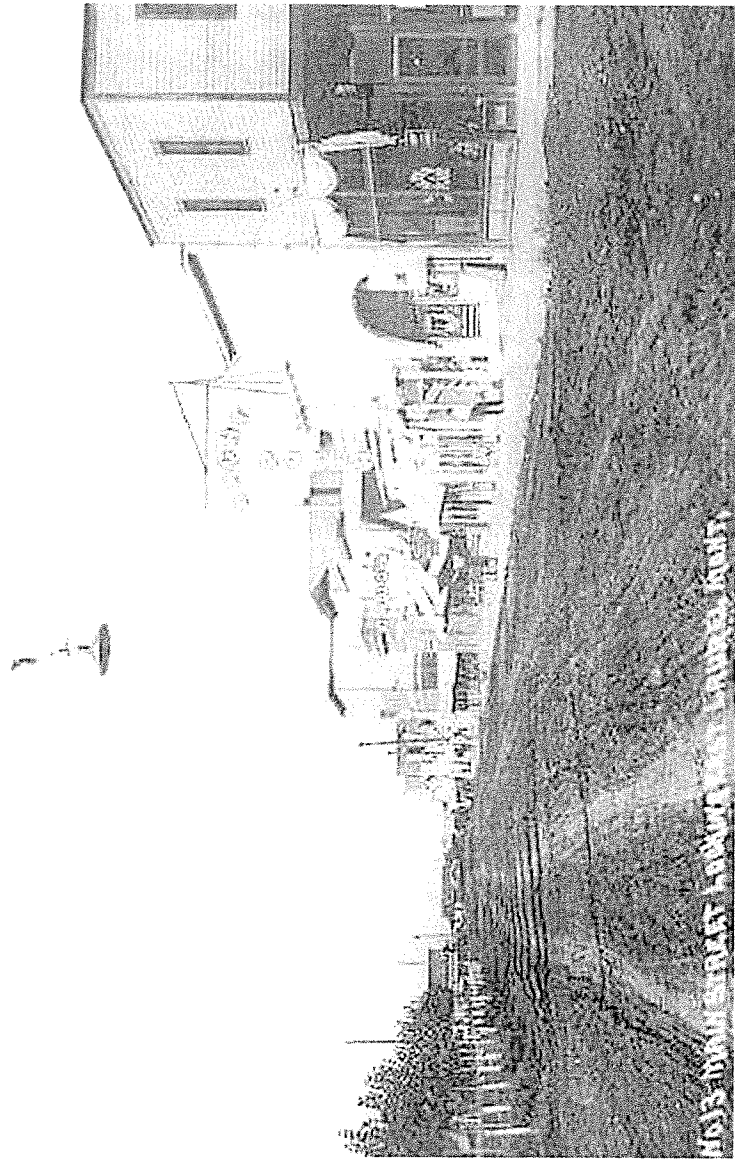
MONTANA HISTORIC PROPERTY RECORD  
TOPOGRAPHIC MAP

Property Name: 117-117 1/2 East Main Street

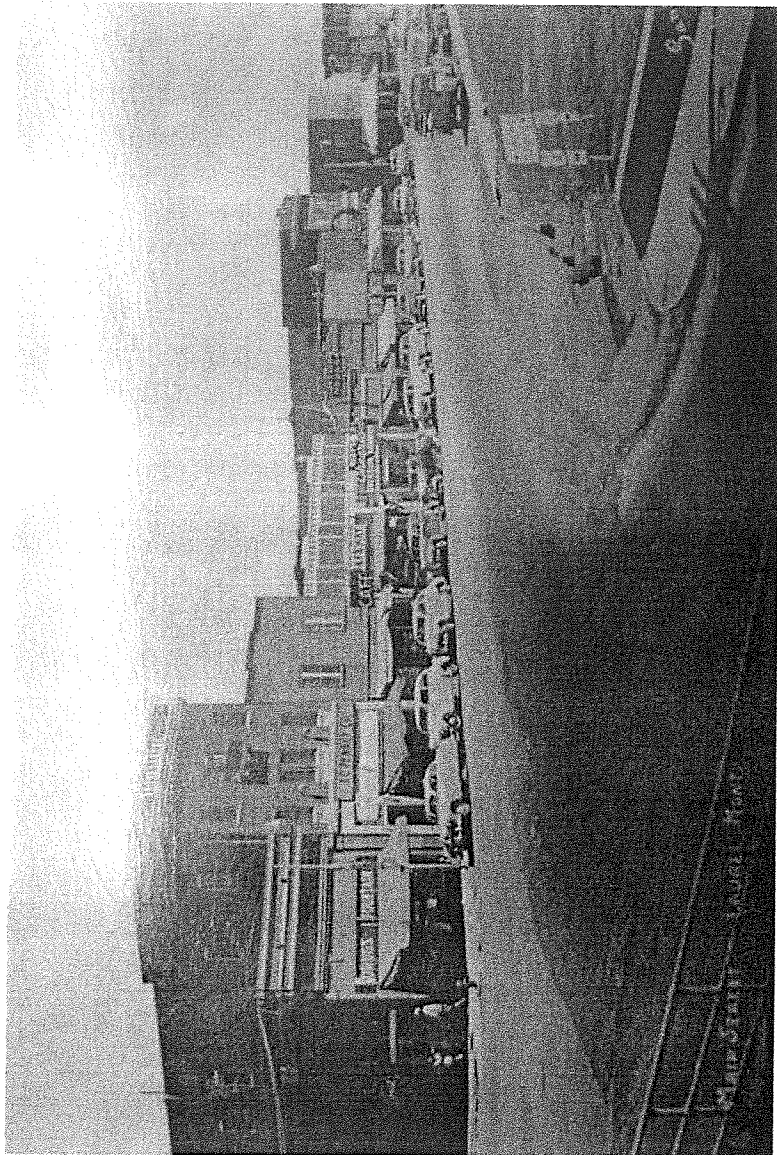
Site Number: 24 YL 1768

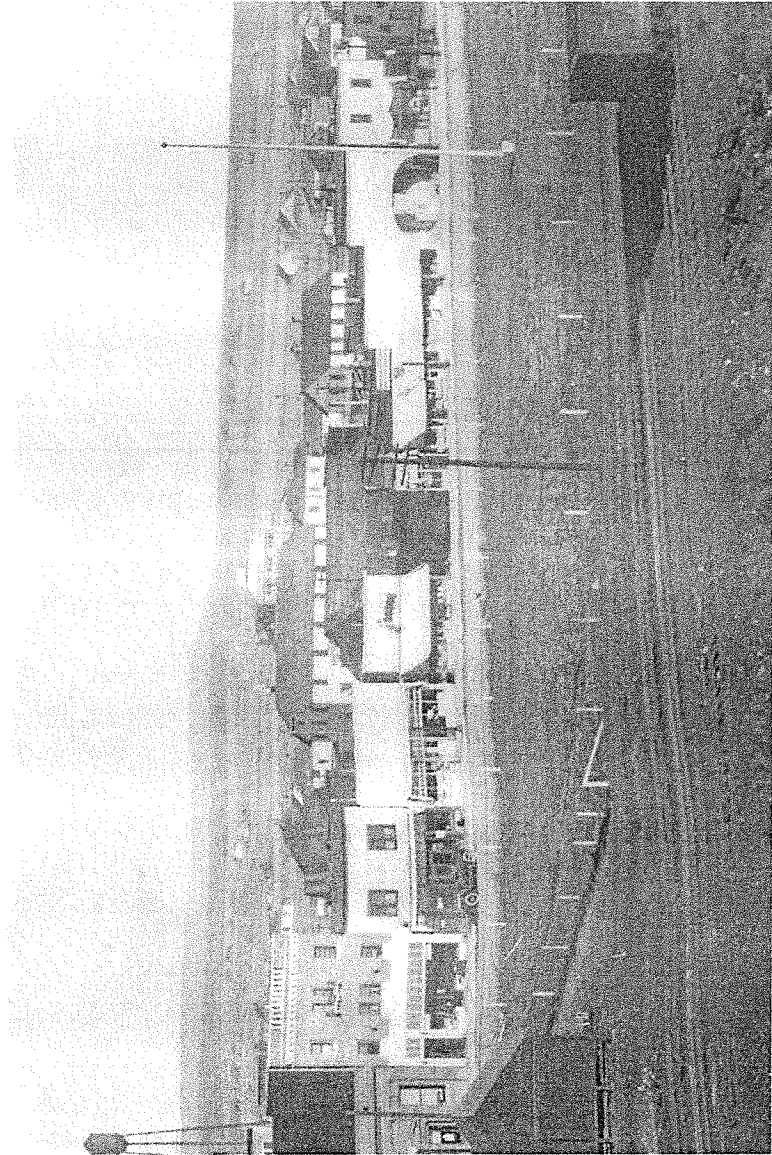






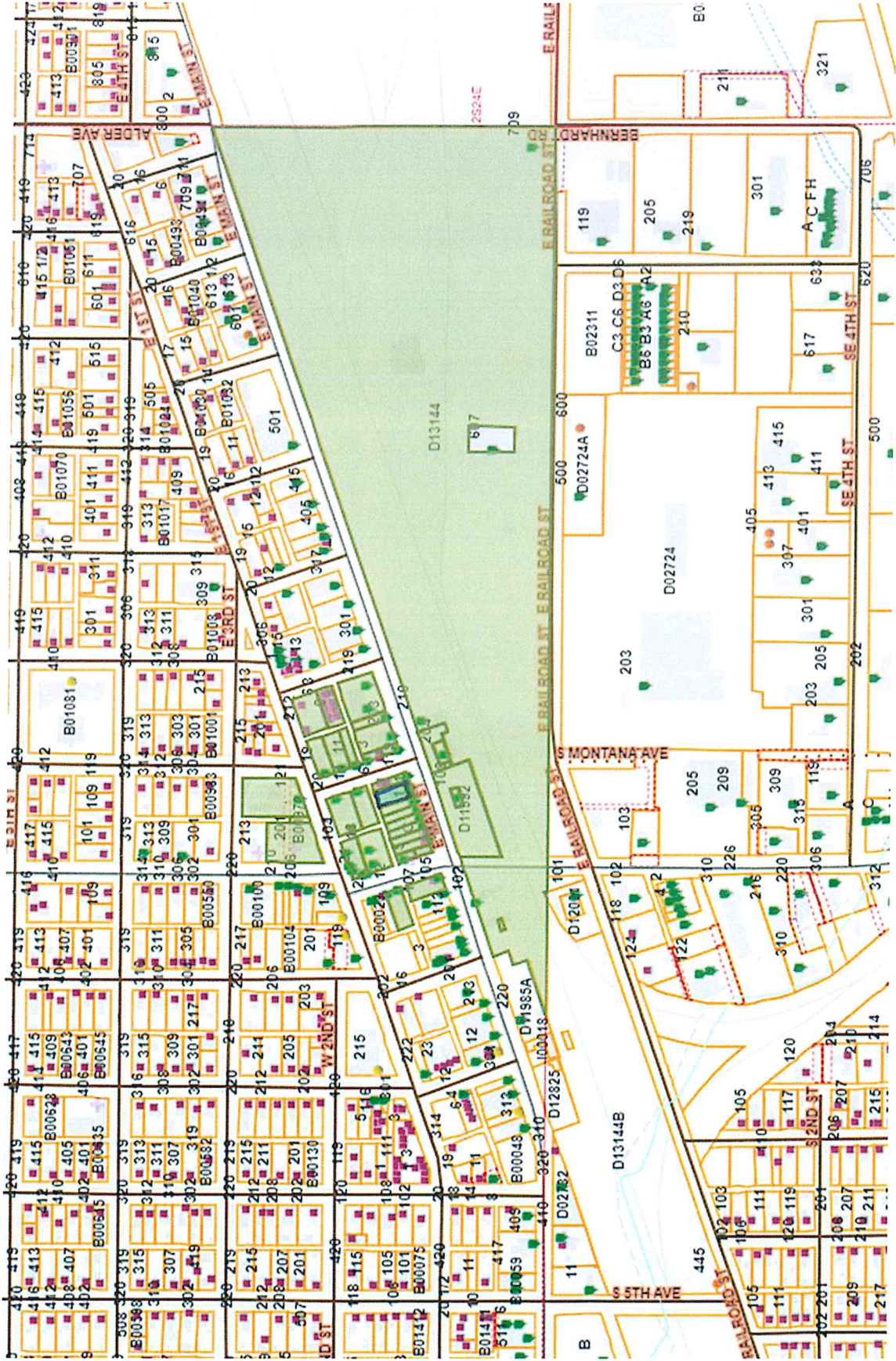








□ = Lot







August 29, 2024

To Whom it May Concern:

In compliance with Laurel Municipal Code Chapter 17.68, this letter and attendant materials comprise a request for a Special Review to approve the Montana Department of Revenue's transfer of Sonny O'Day's, Inc., All-Beverage License from The Pelican Cafe, LLC, to the location of the former historic Board of Trade Bar (BOT), known most recently as Lucky Louie's Tavern and Casino (Lucky's), at 117 #1/2, East Main Street. The new BOT (in the process of forming its own LLC) will provide a continuance of the very same services that were provided by Lucky's a mere year ago, the only difference being that the location will have a different name and will be under different ownership.

Sonny O'Day's and the Board of Trade Bar are indeed historic, providing nearly a century of service to the residents of the greater Laurel-area community and its visitors. Both have been written about extensively in publications describing the history of Laurel and the State of Montana. Joining together Sonny's liquor license (the oldest singly-held liquor license in the State of Montana) with the legendary Board of Trade Bar, reinforces fond Laurel memories, establishes a comfortable haven for Laurel residents, serves as an attraction for countless visitors, and contributes significantly to the local economy, making this new enterprise a vital, active, and even more integral part of the greater Laurel-area community than each was, separately.

Because heritage and long-standing traditions are important in Laurel, we seek timely approval of this Special Request, to ensure that Sonny O'Day's historic All-Beverage license remains in Laurel, where Sonny and his wife, Carra, a much-beloved grade-school teacher, raised their family and lived for over nine decades, and that the legendary Board of Trade Bar will remain an important page in Laurel's history.

In order to ensure a smooth transition by, and to stay compliant with, the State of Montana, it is imperative that Sonny O'Day's license transfer from the Pelican Cafe to the Board of Trade receive the City of Laurel's approval, soon. Time is of the essence. If there is documentation missing that the Laurel City Council requires for final approval of the transfer, we propose a conditional approval, contingent on the receipt of the requested documentation, and that your final approval be confirmed as the date on

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations. The document further outlines the process of reconciling bank statements with the company's ledger to identify any discrepancies. It stresses the need for regular audits to prevent errors and fraud. The second part of the document provides a detailed breakdown of the company's financial performance over the last quarter. It includes a comparison of actual results against budgeted figures and identifies key areas of variance. The document concludes with a summary of the overall financial health and a list of recommendations for future periods.

The following table shows the monthly sales figures for the last quarter. It highlights a steady increase in revenue over the period, with a notable spike in the final month. The document also includes a section on the company's cash flow, showing a positive trend in liquidity. This is attributed to improved collection of receivables and reduced inventory levels. The management team is pleased with these results and is confident in the company's ability to continue its growth trajectory. The document also mentions the implementation of new software systems to streamline operations and improve efficiency. It concludes with a statement of appreciation for the hard work and dedication of all employees.

In addition to the financial data, the document provides a detailed analysis of the company's market position. It discusses the competitive landscape and the company's strategies to maintain its market share. The document also includes a section on the company's human resources, highlighting the skills and experience of the workforce. It mentions the company's commitment to professional development and employee well-being. The document concludes with a list of key performance indicators (KPIs) for the next quarter and a timeline for achieving these goals.

The document is a comprehensive overview of the company's financial and operational performance. It provides a clear and concise summary of the key findings and recommendations. The management team is committed to transparency and accountability, and will continue to work hard to achieve the company's long-term goals. The document is intended for the use of the board of directors and other stakeholders. It is a confidential document and should be handled accordingly.

which you are in receipt of the last needed document.

Thank you in advance for your consideration of this Special Request. We look forward to long and valued service in the Laurel community.

Best regards,



Chad Page

Owner, The Pelican Cafe, LLC, and the Board of Trade Bar

Shelley Van Atta

Owner, Sonny O'Day, Inc.

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...the ... of ...

...the ... of ...



**File Attachments for Item:**

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute Amendment 1 And Amendment 2 To The Original Task Order Previously Approved By City Council Via Resolution R 23-81 For The Project Known As The 5th - 7th Sewer Line Replacement With KLJ Engineering, LLC.

**RESOLUTION NO. R24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1 AND AMENDMENT 2 TO THE ORIGINAL TASK ORDER PREVIOUSLY APPROVED BY CITY COUNCIL VIA RESOLUTION R 23-81 FOR THE PROJECT KNOWN AS THE 5<sup>TH</sup> - 7<sup>TH</sup> SEWER LINE REPLACEMENT WITH KLJ ENGINEERING, LLC.**

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

Section 1: Approval. Amendment 1 and Amendment 2 to the Task Order for the Project known as the 5<sup>th</sup>-7<sup>th</sup> Sewer Line Replacement, copies attached hereto and incorporated herein (hereinafter “Amendment 1 and Amendment 2”), is hereby approved.

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

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of September, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of September, 2024.

APPROVED by the Mayor the \_\_\_\_\_ day of September, 2024.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

This is EXHIBIT A, consisting of a page, referred to in and part of the Task Order Amendment 2 dated September 17<sup>th</sup>, 2024.

**Engineer's Services for Task Order: 5<sup>th</sup> – 7<sup>th</sup> Sewer Line Replacement – Amendment 2**

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**PART 1—BASIC SERVICES**

A1.01 *Project Budget – Table A below is a comparison of the original Engineer’s estimate of costs for engineering design and construction vs. the actual accumulated costs acquired during the project.*

A.

Task	Engineer’s EOC	Actual Expenditure	Over/Under
Project Management	\$16,905.00	\$7,896.50	(\$9,008.50)
Survey	\$12,099.00	\$9,521.50	(\$2,577.50)
Preliminary Design	\$12,491.00	\$4,661.50	(\$7,829.50)
Final Design	\$12,154.99	\$21,281.00	\$9,126.01
Bidding	\$5,640.00	\$16,601.00	\$10,961.00
Construction	\$50,245.01	\$62,734.50	\$12,489.49
Closeout	\$2,465.00	\$0.00	(\$2,465.00)
<b>Total Costs</b>	<b>\$112,000.00</b>	<b>\$122,696.00</b>	<b>\$10,696.00</b>

- B. Final Design – Lack of known information and additional gathering/in depth analysis of the existing system pushed preliminary design issues into the Final Design phase.
- C. Bidding – Changes requested by the City during the bidding process (analysis of the alley way running north/south) and change order design were charged to bidding as the design phases of the project had already been closed out at that time.
- D. Construction – Extra days were added into the construction as we were waiting on approval of the alley way change order which was never approved. Extra construction review of the asphalt between 5<sup>th</sup> Ave and 6<sup>th</sup> Ave. as Contractor was required to pave the east end of this alley way 3 times in order to get an adequate cross slope to prevent runoff from the car wash from running onto property north of the alley way.

This is **EXHIBIT K**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services Task Order** dated September 26, 2023.

**Amendment 1 To Task Order: 5<sup>th</sup> -7<sup>th</sup> Sewer Line Replacement**

---

**1. Background Data:**

- a. Effective Date of Task Order: September 12<sup>th</sup>, 2023
- b. Owner: City of Laurel, Montana
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: 5<sup>th</sup> – 7<sup>th</sup> Sewer Line Replacement

**2. Description of Modifications**

- a. Engineer shall perform the following Additional Services: As outlined in Attached Exhibit A

**3. Task Order Summary (Reference only)**

- a. Original Task Order amount: \$95,800
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$16,200
- d. Adjusted Task Order amount: \$112,000

---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: City of Laurel

ENGINEER: KLJ Engineering LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

This is **EXHIBIT K**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services Task Order** dated September 26, 2023.

**Amendment 1 To Task Order: 5<sup>th</sup> -7<sup>th</sup> Sewer Line Replacement**

---

**1. Background Data:**

- a. Effective Date of Task Order: September 12<sup>th</sup>, 2023
- b. Owner: City of Laurel, Montana
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: 5<sup>th</sup> – 7<sup>th</sup> Sewer Line Replacement

**2. Description of Modifications**

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---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is 6/11/2024

OWNER: City of Laurel

ENGINEER: KLJ Engineering LLC

By: 

By: 

Title: Mayor

Title: Associate Vice President, Municipal

Date

Date

Signed: 6/11/24

Signed: June 12, 2024

This is EXHIBIT A, consisting of 2 pages, referred to in  
9/26/2023 and part of the Task Order Amendment 1 dated

**Engineer's Services for Task Order: 5<sup>th</sup> – 7<sup>th</sup> Sewer Line Replacement – Amendment 1**

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**PART 1—BASIC SERVICES**

A1.01 *Project Management – Refer to original Task Order Agreement (TO)*

A1.02 *Topography and Boundary Survey:*

- A. Engineer will extend Topographic and Base Drawing services described in the TO to include the alley running north from Kwiki Car Wash to West 1<sup>st</sup> Street. Additional survey and base mapping will be confined to the alley right-of-way and will include cross sections of the south half of West 1<sup>st</sup> Street up to 100-feet each side of the alley.
- B. In addition to services described in TO, Engineer will provide the following:
  - 1. Prepare a preliminary grading design of the alley described above and adjustments that may be needed to the east-west alley between North 5th Street and North 6th Street, as needed to achieve surface drainage away from adjacent buildings.
  - 2. Prepare preliminary cost estimate for Contractor to complete this additional work through a Change Order.
  - 3. Meet with City Public Works Department to review preliminary plan.

A1.03 *Final Design Phase*

- A. In addition to services described in TO, Engineer will provide the following:
  - 1. Revise the Preliminary Design plan to address input from the City Public Works Department. Prepare final plan and profile sheets to be included as a revision to the current design drawings.

A1.04 *Bidding or Negotiating Phase – Refer to original TO*

A1.05 *Construction Phase*

- A. Engineer will extend services described in TO to include the following:
  - 1. Coordinate with Contractor and Owner to negotiate a Change Order to include additional work in current construction contract.
  - 2. Provide up to an additional 20 hours of on-site RPR time for observation of additional alley work.
  - 3. Provide one day of additional construction staking to stake alley grading. Engineer's scope is based on Contractor using single set of stakes for both subgrade and final surfacing. No blue tops are provided.

A1.06 *Post-Construction Phase* -- Refer to original TO

A1.07 *Commissioning Phase*—Not Included

A1.08 *Other Services*—Not Included

**PART 2—ADDITIONAL SERVICES – Refer to original TO**

**RESOLUTION NO. R24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1 AND AMENDMENT 2 TO THE ORIGINAL TASK ORDER PREVIOUSLY APPROVED BY CITY COUNCIL VIA RESOLUTION 23-81 FOR THE PROJECT KNOWN AS THE 5<sup>TH</sup> - 7<sup>TH</sup> SEWER LINE REPLACEMENT WITH KLJ ENGINEERING, LLC.**

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

Section 1: Approval. Amendment 1 and Amendment 2 to the Task Order for the Project known as the 5<sup>th</sup>-7<sup>th</sup> Sewer Line Replacement copies attached hereto and incorporated herein (hereinafter “Amendment 1 and Amendment 2”), is hereby approved.

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

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of September, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of September, 2024.

APPROVED by the Mayor the \_\_\_\_\_ day of September, 2024.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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



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**Engineer's Services for Task Order: 5<sup>th</sup> – 7<sup>th</sup> Sewer Line Replacement – Amendment 1**

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**PART 1—BASIC SERVICES**

A1.01 *Project Management – Refer to original Task Order Agreement (TO)*

A1.02 *Topography and Boundary Survey:*

- A. Engineer will extend Topographic and Base Drawing services described in the TO to include the alley running north from Kwiki Car Wash to West 1<sup>st</sup> Street. Additional survey and base mapping will be confined to the alley right-of-way and will include cross sections of the south half of West 1<sup>st</sup> Street up to 100-feet each side of the alley.
- B. In addition to services described in TO, Engineer will provide the following:
  - 1. Prepare a preliminary grading design of the alley described above and adjustments that may be needed to the east-west alley between North 5th Street and North 6th Street, as needed to achieve surface drainage away from adjacent buildings.
  - 2. Prepare preliminary cost estimate for Contractor to complete this additional work through a Change Order.
  - 3. Meet with City Public Works Department to review preliminary plan.

A1.03 *Final Design Phase*

- A. In addition to services described in TO, Engineer will provide the following:
  - 1. Revise the Preliminary Design plan to address input from the City Public Works Department. Prepare final plan and profile sheets to be included as a revision to the current design drawings.

A1.04 *Bidding or Negotiating Phase – Refer to original TO*

A1.05 *Construction Phase*

- A. Engineer will extend services described in TO to include the following:
  - 1. Coordinate with Contractor and Owner to negotiate a Change Order to include additional work in current construction contract.
  - 2. Provide up to an additional 20 hours of on-site RPR time for observation of additional alley work.
  - 3. Provide one day of additional construction staking to stake alley grading. Engineer's scope is based on Contractor using single set of stakes for both subgrade and final surfacing. No blue tops are provided.

- A1.06 *Post-Construction Phase – Refer to original TO*
  - A1.07 *Commissioning Phase—Not Included*
  - A1.08 *Other Services—Not Included*
- PART 2—ADDITIONAL SERVICES – Refer to original TO**

**File Attachments for Item:**

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Red Ridge Construction.

**RESOLUTION NO. R24-\_\_**

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

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 Red Ridge Construction, 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 Red Ridge Construction on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2024 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel on the \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2024.

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 8<sup>th</sup> day of October 2024, 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 Red Ridge Construction, a contractor licensed to conduct business in the State of Montana, whose address is 615 Idaho Ave, 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 24, 2024, 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 five thousand eight hundred eighty dollars and no cents (\$5,880.00) 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 8<sup>th</sup> DAY OF OCTOBER 2024.

CITY OF LAUREL

CONTRACTOR

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

\_\_\_\_\_  
Red Ridge Construction

ATTEST:

Employer Identification Number

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

\_\_\_\_\_

**RED RIDGE**  
construction

Laurel MT

**Proposal**

Seth Dillingham  
Phone: 406-426-0949  
Address: 615 Idaho Ave  
Laurel Mt 59044

Date: 9-24-24

To: Kevin  
City of laurel

**Job description;** cut out asphalt sections in front of dumpster pads pour new concrete pads

- Two 10x21' pads
- 4000 psi exterior concrete
- Rebar reinforcement in driveway
- Broom finish

Items	Overhead	Labor	Total
Pad #1	\$1,100.00	\$1,840.00	\$2,940.00
Pad #2	\$1,100.00	\$1,840.00	\$2,940.00

**Total \$5,880.00**