



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 11, 2025  
6:30 PM  
COUNCIL CHAMBERS**

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

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

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

**Correspondence**

1. Fire Monthly Report January 2025.
2. Police Monthly Report January 2025.

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

3. To Approve Zone Change And Zoning Map Amendment. (Old Middle School)

**Consent Items**

**NOTICE TO THE PUBLIC**

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

4. Claims entered through February 7, 2025.
5. Approval of Payroll Register for PPE 2/2/2025 totaling \$274,683.20.
6. Clerk/Treasurer Financial Statements for January 2025.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

7. Budget/Finance Committee Minutes of January 28, 2025.
8. Public Works Committee Minutes of December 16, 2024.

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

*Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience*

*Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.*

### **Scheduled Matters**

- [9.](#) Appointment of Richard Herr to the Public Works Committee.
- [10.](#) Appointment of Craig Baumgartner to the Police Commission for the remainder of a three-year term ending April 30, 2027.
- [11.](#) Resolution No. R25-14: Resolution To Approve Zone Change And Zoning Map Amendment.
- [12.](#) Resolution No. R25-15: Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Purchase Of A Mini Excavator From Bobcat Of Big Sky, Inc.
- [13.](#) Resolution No. R25-16: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

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

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

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

#### **Council Discussion**

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

### **Mayor Updates**

### **Unscheduled Matters**

#### **Adjournment**

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

**File Attachments for Item:**

1. Fire Monthly Report January 2025.



# Laurel Fire Department

For the Month of:

January

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

Number of Calls
3
3
0
0
6
6
6
12
0

Number of Hours

<b>Total</b>
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<b>36</b>
-----------

<b>513</b>
------------

<b>Other Activities</b>
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Training

<b>295.3</b>

<b>Total Hours for the Month</b>
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<b>808.3</b>
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## Announcements:

**Firefighters have been attending DNRC trainings gearing up for wildland season.**

### DEFINITIONS

#### Structure Firefighting

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

#### Wildland Firefighting

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

#### Extrications

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

#### Other Rescues

Rope Rescue, Water Rescue, Ice Rescue.

#### Alarms

Respond to any false alarms or malfunctions.

#### Other Calls

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

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

**File Attachments for Item:**

2. Police Monthly Report January 2025.



# Laurel Police Department

215 W. 1<sup>st</sup> Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Total Calls

Printed on February 3, 2025

[CFS Date/Time] is between '2025-01-01 00:00:00' and '2025-01-31 23:59:59' and

[Primary Incident Code->Code : Description] All

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## Code : Description

## Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	14	14
: Agency Assist	46	46
: Alarm - Burglary	13	13
: Alarm - Fire	5	5
AMB : Ambulance	103	103
: Animal Complaint	7	7
: Area Check	3	3
: Assault	1	1
: Bad Checks	0	0
: Barking Dog	1	1
: Bomb Threat	0	0
: Burglary	2	2
: Child Abuse/Neglect	3	3
: Civil Complaint	12	12
: Code Enforcement Violation	2	2
: Community Integrated Health	3	3

<b>Code : Description</b>	<b>Totals</b>	
: Counterfeiting	1	1
: Criminal Mischief	7	7
: Criminal Trespass	4	4
: Cruelty to Animals	3	3
: Curfew Violation	5	5
: Discharge Firearm	0	0
: Disorderly Conduct	4	4
: Dog at Large	17	17
: Dog Bite	0	0
DUI : DUI Driver	3	3
: Duplicate Call	0	0
: Escape	0	0
: Family Disturbance	11	11
: Fight	1	1
FIRE : Fire or Smoke	13	13
: Fireworks	0	0
: Forgery	0	0
: Found Property	6	6
: Fraud	1	1
: Harassment	0	0
: Hit & Run	5	5

<b>Code : Description</b>		<b>Totals</b>	
:	ICAC	0	0
:	Identity Theft	1	1
:	Indecent Exposure	0	0
:	Insecure Premises	2	2
:	Intoxicated Pedestrian	2	2
:	Kidnapping	0	0
:	Littering	0	0
:	Loitering	0	0
:	Lost or Stray Animal	8	8
:	Lost Property	2	2
:	Mental Health	6	6
:	Missing Person	3	3
:	Noise Complaint	2	2
:	Open Container	0	0
:	Order of Protection Violation	2	2
:	Parking Complaint	11	11
:	Possession of Alcohol	1	1
:	Possession of Drugs	0	0
:	Possession of Tobacco	0	0
:	Privacy in Communications	3	3
:	Prowler	0	0



<b>Code : Description</b>	<b>Totals</b>	
: Public Assist	59	59
: Public Safety Complaint	6	6
: Public Works Call	10	10
: Report Not Needed	4	4
: Robbery	0	0
: Runaway Juvenile	5	5
: Sexual Assault	3	3
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	6	6
: Suspicious Activity	50	50
: Suspicious Person	7	7
: Theft	18	18
: Threats	5	5
: Tow Call	4	4
: Traffic Accident	14	14
: Traffic Hazard	2	2
: Traffic Incident	19	19
: TRO Violation	2	2
: Truancy	1	1
T/S : Traffic Stop	173	173

<b>Code : Description</b>	<b>Totals</b>	
: Unattended Death	1	1
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	1	1
: Warrant	7	7
: Welfare Check	19	19
<b>Totals</b>	<b>756</b>	<b>756</b>

**File Attachments for Item:**

7. Budget/Finance Committee Minutes of January 28, 2025.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, January 28, 2025**

**Members' Present:** Richard Klose, Casey Wheeler, Heidi Sparks, Michelle Mize

**Others Present:** Kelly Strecker, Matt Wheeler, Mayor Waggoner, Kelly Gauslow

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

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

**General Items –**

1. Review and approve January 14, 2025, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of January 14, 2025. Casey Wheeler seconded the motion. With no objection, the minutes of January 14, 2025, were approved. There was no public comment or Committee discussion.
2. Review and approve purchase requisitions. Kurt presented a purchase requisition to the committee for repairs on a garbage truck. Originally, they took it in to have the kingpins removed so that the city mechanic could repair it, as the city does not have the equipment to remove kingpins. While taking it apart it was determined that the knuckles were worn out along with the kingpins and bushings. Kurt stated that this was an emergency repair as we needed to get the garbage truck back into service. The cost of the repairs is \$11,166.12. Michelle Mize moved to approve the purchase requisition. Heidi Sparks seconded the motion. With no objection, the purchase requisition was approved. There was no public comment or Committee discussion.
3. Review and recommend approval to Council; claims entered through January 24, 2025. Heidi Sparks moved to approve the claims and check the register for claims entered through January 24, 2025. Richard Klose seconded the motion. With no objection, the claims and check register of January 24, 2025, were approved. There was no public comment or Committee discussion.
4. Review and approve Payroll Register for the pay period ending January 19, 2025, totaling \$250,361.49. Heidi Sparks motioned to approve the payroll register for the pay period ending January 19, 2025, totaling \$250,361.49. Michelle Mize seconded the motion. With no objection, the payroll register for January 19, 2025, was approved. There was no public comment or Committee discussion.
5. Review and approve December 2024 monthly financial statement. Heidi Sparks moved to approve the December 2024 monthly financial statement. Michelle Mize seconded the motion. With no objection, the December 2024 monthly financial statement was approved. There was no public comment or Committee discussion.

**New Business** –A member asked Kelly if she could bring the last year financial statements for the city court to review. Kelly explained the total accounts receivable, total amount in collection and the total collections received.

**Old Business** – None

**Other Items –**

1. Review Comp/OT reports for the pay period ending January 19, 2025.
2. Mayor Update – Mayor stated that the city will be sending a few employees to a grant writing training in Billings in March. The training will last two days.

3. Clerk/Treasurer Financial Update-Kelly stated that the new bus was delayed last week, due to a battery issue. She was hoping to get it by the end of the week. Kelly is getting the final touches on the Transit Grant finalized to submit. Kelly stated that she has received reimbursement for two of the HB 355 grants and had submitted another for reimbursement on Tuesday.

**Announcements –**

1. The next Budget and Finance Committee meeting will be held on February 11, 2025, at 5:30 pm.
2. Casey Wheeler is scheduled to review the claims for the next meeting.

Meeting Adjourned at 6:12 p.m.

Respectfully submitted,

  
Kelly Strecker  
Clerk Treasurer

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

**File Attachments for Item:**

8. Public Works Committee Minutes of December 16, 2024.



**MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, DECEMBER 16, 2024**

The Public Works Committee meeting was called to order at 6:00pm on Monday, December 16, 2024, by Committee Chair, Heidi Sparks.

**Members Present:** Heidi Sparks- Chair, Jodi Mackay- Vice Chair, Jessica Banks, Shawn Mullaney

**Others Present:** Matt Wheeler- Public Works Director, Richard Herr

**Public Input:**

**General Items:**

1. Approval of Minutes from November 18, 2024. Jodi made a motion to approve the minutes of November 18, 2024. Motion was seconded by Jessica. Motion carried 4-0 to approve the minutes.
2. Emergency Call Out Report- Report attached
  - i. This month has had more callouts than previous months. The 2 at Walmart are the lift station over there. This is an issue the city will need to fix with the lift station.
3. KLJ Report- Report attached
  - i. Laurel Water Tank Funding- KLJ is stating they will have an update on the grants for the city by the end of this month. These grants are just for the planning and design piece of this project
  - ii. 5<sup>th</sup> to 7<sup>th</sup> Sewer Line Replacement- Completed. Waiting on reimbursement payment from HB 355, this should pay for close to the entire expense
  - iii. Love's Annexation- Plans have been submitted to DEQ for approval
  - iv. Bulk Water Sales Station- This will most likely not be a 2025 project. City still needs to locate a site for this to be located
  - v. West 7<sup>th</sup> Street Water and Valve Replacement- This is pending the Town Pump renovations to be completed. This could be as early as this spring. This will be a total reconstruction of the street.
  - vi. Matt stated the refinery stormwater situation. The refinery does not want the city stormwater running through the refinery. Right now, they are diverting the stormwater. The refinery is looking for solutions for this stormwater. The state is involved as well, as the pipe under the interstate needs repair as well.

**New Business:**

4. January and February meetings fall on holiday Mondays. Jodi would like to have the January meeting in case there is an update on the grants. Jodi made a motion to move the January meeting to Tuesday, January 21 at 6:00pm. Shawn seconded. Motion carried 4-0. The committee will address the February meeting at the next committee meeting.

**Old Business:**

5. Shawn mentioned the LED Stop Signs that the committee previously discussed. Matt stated that the committee needs to make a recommendation to move forward with this, so it can go to full council. Jodi made a motion to move forward with this recommendation. Matt seconded. Motion carried 4-0.

**Other Items:**

6. Matt stated the old bathrooms at Riverside need to be torn down. That will take place this spring. Concrete is poured at the container site. City Shop has a few items that have come up and will be presented at Budget and Finance committee next week. Also, lawn mower needs to be purchased. This is in the 2024-25 Budget and will be presented to Budget and Finance committee as well.

**Announcements**

Next Meeting will be Tuesday, January 21, 2025, at 6:00pm in Council Chambers

Meeting adjourned at 6:31pm





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

**(KLJ #2104-00862)**

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

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

*Current Status:*

- Warranty Items completed and Project Closed Out

### **Laurel Water Tank Funding Project**

**(KLJ # 2304-01608)**

Reason for Project: Existing City water Tank needs to be recoated on the inside and can't happen until City has a backup storage supply. They also have needs for upgrades to their upper pressure zones. See previously approved Water System PER and City of Laurel CIP. This project looks at funding opportunities and provides grant writing services from multiple sources

Project Scope: To research funding alternatives, create packages for submittal, and assist City in finding monies for completing the future water tank and upper pressure zone improvements for the City of Laurel

*Current Status:*

- Task Order Signed by City on 12/13/23
- Met with EDA to discuss Funding on 1/9/24
- Letter of Support from CHS Received
- Letter of Support from Wood's Powergrip
- Submittal uploaded to EDA on 7.11.24.
- Multiple calls back/forth with EDA to clarify information including need for the project, priority for the city, provision of procurement documents, and verification of budget.
- EDA reviewed mid October and are waiting for notice of award - All grants must be awarded (or declined) and contracted/obligated by 12/31/2024.

### **5<sup>th</sup> to 7<sup>th</sup> Sewer Line Replacement**

**(KLJ # 2304-01231)**

Reason for Project: Refurbishment of an 8" sewer line between 7<sup>th</sup> Avenue and 6<sup>th</sup> Avenue and a 10" sewer line between 6<sup>th</sup> Avenue and 5<sup>th</sup> Avenue in the alley way between 1<sup>st</sup> Street



## City of Laurel Project Status Update November 15<sup>th</sup>, 2024



and Main Street in Laurel, Montana. The existing sewer line experienced several collapses last year.

Project Scope: To replace approximately 363 lineal feet of 8" and 383 lineal feet of 10" and will include the update of 3 manholes and associated surface replacement.

### *Current Status:*

- Work Order Signed by City in September 2023
- Survey scheduled for week of October 16<sup>th</sup>, 2023
- Base Drawing created and Working on preliminary design
- Preliminary Plans and EEOC sent to City on 12.14.23
- DEQ Approval received on 2.20.24
- Project began advertising on 3/14/24 and bid open will be 3.28.24
- Project awarded to Western Municipal Construction
- Construction started on June 10<sup>th</sup> 2024
- Sewer Line fully installed and accepted on 7/10/24
- Change Order Requested by City personal put together with cost estimate and submitted to City on 7/10/24
- City reviewed CO#1 cost and elected not to pursue
- Contractor achieved Substantial Completion on 8/1/24
- Contractor achieved Final Completion on 8/20/24
- Release of Retainage request submitted along with reconciliation Change Order
- Warranty walkthrough to occur in August of 2025

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

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

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

### *Current Status:*

- Zoning Regulations Update.
  - Draft regulations sent to City April 11<sup>th</sup>, 2023
  - Zoning Map approved by Commission on August 16<sup>th</sup>, 2023
  - Staff Recommendation to Zoning Commission to occur on December 20<sup>th</sup>, 2023
  - Back to Planning Board Meeting on 1/17/23
  - City to publish advertisement for Public Hearing
  - To be presented at Workshop on 5/7/24
  - Adoption occurred at Council on 5/14/24
  - 2<sup>nd</sup> Reading and Public Hearing on 5/28/24.
  - Regulations adopted by Council. Minor wording and numbering corrections needed.



## City of Laurel Project Status Update November 15<sup>th</sup>, 2024



- Wording and numbering corrections made and submitted to Kurt 7/3/24
  - Waiting on final comments from Kurt
- Mogan Elementary School Property Annexation
  - Waiting on City approval for public improvements
  - Improvements are complete and waiting on City inspection
- Love's Annexation
  - Annexation Application received 3/25/24
  - Revised Package received by City on 5/2/24
  - City requested KLJ to review on 7/12/24
  - KLJ's review sent back to City on 7/18/24
  - Loves's is completing design

### ***Other Notes and Information***

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

#### Anticipated FY24 Projects

- Bulk Water Sales Station
  - Project task order to be started in early 2025
- West 7<sup>th</sup> Street Water and Valve Replacement
  - Pushed back until Town Pump renovations are completed.

**File Attachments for Item:**

9. Appointment of Richard Herr to the Public Works Committee.

Mayor Waggoner,

I would like to submit my name for consideration to serve on the City of Laurel's Public Works Committee.

Richard Herr

A handwritten signature in cursive script that reads "Richard A. Herr". The signature is written in dark ink and is positioned to the right of the printed name "Richard Herr".

**File Attachments for Item:**

10. Appointment of Craig Baumgartner to the Police Commission for the remainder of a three-year term ending April 30, 2027.

## Brittney Harakal

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**From:** City Mayor  
**Sent:** Wednesday, December 11, 2024 5:42 PM  
**To:** Brittney Harakal  
**Subject:** Fw: Opening on the police commission, my name is Craig Baumgartner and I am interested in serving on that board for the city. Any info you need from me to get started with the process let me know and I will supply it. Thank you

Sent from my Verizon, Samsung Galaxy smartphone  
[Get Outlook for Android](#)

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**From:** ck.airedales <ck.airedales@charter.net>  
**Sent:** Wednesday, December 11, 2024 5:35:52 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Opening on the police commission, my name is Craig Baumgartner and I am interested in serving on that board for the city. Any info you need from me to get started with the process let me know and I will supply it. Thank you

Sent from my Verizon, Samsung Galaxy smartphone

**File Attachments for Item:**

11. Resolution No. R25-14: Resolution To Approve Zone Change And Zoning Map Amendment.



## **RESOLUTION NO. R25-14**

### **RESOLUTION TO APPROVE ZONE CHANGE AND ZONING MAP AMENDMENT.**

WHEREAS, Paul Nelson and School District No. 7 (hereinafter “the Applicants”) have applied to the City of Laurel for a Zoning Map Amendment and Zone Change for the property generally described as the “Old Laurel Middle School,” located in Laurel, Montana, and more particularly described as:

Lots 1-20 Block 19 Laurel Realty 2<sup>nd</sup> Subdivision, located in  
Section 9 Township 2 South Range 24 East P.M.M. City of  
Laurel, Yellowstone County, Montana, commonly known as the  
“Old Laurel Middle School,” 410 Colorado Avenue.

WHEREAS, the application for a Zoning Map Amendment and Zone Change was submitted on November 8, 2024, and a public hearing was conducted on December 18, 2024 by the Laurel Zoning Commission;

WHEREAS, the Laurel Zoning Commission has conducted a factual and legal analysis of the Zoning Map Amendment and Zone Change, which is contained within the Zoning Commission Recommendation, ZC-24-01, Laurel Schools – Paul Nelson Zone Change Request, a copy of which is attached hereto and fully incorporated herein, and which contemplates a Zone Change from R-6000 to RMF;

WHEREAS, the City adopted a Resolution of Intent to approve the Zoning Map Amendment and Zone Change and set a public hearing for February 11, 2026 at 6:30 p.m., in City Council Chambers, regarding the Zoning Map Amendment and Zone Change; and

WHEREAS, following public hearing, the City Council may either approve or deny the Zoning Map Amendment and Zone Change.

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

1. The City conducted a public hearing on February 11, 2026 at 6:30 p.m., in City Council Chambers, regarding the Zoning Map Amendment and Zone Change;
2. The City Council heard public comment on the Zoning Map Amendment and Change; and
3. The City Council hereby finds, based upon the recommendation of the Zoning Commission, Staff recommendation, and public comment gathered at the public

hearing, that it is in the best interests of the residents of the City of Laurel to approve the Zoning Map Amendment and Change.

Introduced at a regular meeting of the City Council on the 11<sup>th</sup> day of February 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 11<sup>th</sup> day of February 2025.

APPROVED by the Mayor the 11<sup>th</sup> day of February 2025.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ZONING COMMISSION RECOMMENDATION - ZC-24-01**  
**Laurel Schools – Paul Nelson Zone Change Request**  
**December 20, 2024**

**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.

From Montana Cadastral, the property has been used for school purposes since at least 1910, it is divided into 20 approximately 4,500 square foot lots (all of which are non-conforming but as preexisting non-conforming uses each lot could be developed with a single-family dwelling plus an accessory dwelling for a total of 40 dwelling units. The lots could be redesigned into 15 conforming 6,000 square foot lots and developed with 30 conforming duplex structures. Commercial and industrial uses are by and large not allowed in the R-6000 or the RMF. The appraisal value of the land and structures is \$5,537,546.00. The buildings by themselves are valued at \$5,195,480. Where the structure and uses of the property are governmental in nature, property taxes are not due or collected.

The proposal is to convert the buildings into condominium development with up to 45, studio, one- and two-bedroom units, related amenities and off-street parking in accordance with current zoning regulations. It would appear that the maximum development of the property with an RMF designation would be 36 units but that is a question for the Zoning Administrator and the question here is the proposed zoning consistent with 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:**

Lots 1-20 Block 19 Laurel Realty 2nd Subdivision, located in Section 9 Township 2 South Range 24 East P.M.M. City of Laurel, Yellowstone County, Montana. Commonly known as the “Old Laurel Middle School” 410 Colorado Avenue.

**APPLICANT(S):**

Paul Nelson  
20450 Highway 10 E  
Clinton MT 59825

School District #7  
Matt Torix  
410 Colorado Ave  
Laurel MT 59044

### EXISTING CONDITION:

The subject property has been used as a Public School or for School District purposes since 1910. The property is served by public water, sewer, streets, solid waste, is wholly surrounded by R-6,000 Zoning Designation, and is approximately 2.07 acres in size.

### PROCESS:

- The application for a Zoning Map Amendment (Zone Change) was submitted on November 8, 2024, and a public hearing was conducted on December 18, 2024 by the Laurel Zoning Commission.
- The City Council 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 for approval be disapproved on First Reading the request is deemed to have been 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.

## 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 less than 700 feet from the Central Business District and 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. Development or redevelopment in areas currently
- 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 will 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 will 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.
- 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.
- Where the existing building is being repurposed, the height limit question is moot where the structure being repurposed has existed for over 100 years.
- The proposed zoning implements the concept that the City of Laurel was developed historically on a gridded network. The draft 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 will ensure 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 maximum potential development difference between the existing and proposed zoning is 6 dwelling units.
- The amenities and parking associated with the proposed development 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 deeded property is 2.066 acres but when one includes the dedicated streets that were platted with the parent subdivision as being associated with the deeded ownership the 2.07-acre threshold has been met.

Conclusion: The existing standards of the requested zoning will prevent 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 deeded property is 2.066 acres but when one includes the dedicated streets that were plated with the parent subdivision as being associated with the deeded ownership the 2.07-acre threshold has been met.

Conclusion: The proposed zoning will 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 requested zoning allows for the repurposing of an existing public building and takes advantage of the existing roads, water, sewer, schools, parks and other public services.

Conclusion: The standards of the requested zoning will insure the adequate provision of 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 deeded property is 2.066 acres but when one includes the dedicated streets that were plated with the parent subdivision as being associated with the deeded ownership the 2.07-acre threshold has been met.
- 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.

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 with a minimum district size of 2.07 acres.
- 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.
- The proposed zoning recognizes that buildings that are located in transitional areas have options either to remain as they are or to be converted to uses that reflect the highest and best use, in the owner's opinion, for the subject property.
- The renovation and repurposing of the existing building with an RMF zone will have a beneficial impact on surrounding properties compared to allowing the structure to become vacant, attractive nuisance having negative impacts on surrounding property values.

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 will allow for the renovation and repurposing of an existing public building within the City of Laurel.
- The proposed zoning and zoning map provide for transitional areas between uses that may be incompatible.
- The requested zoning creates a new mixed-use 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.
- The proposed zoning recognizes that existing buildings have options, either to remain as they are or to be converted to uses that reflect the highest and best use, in the owner's opinion, for the subject property while maintaining continuity in the neighborhood.
- The renovation and repurposing of the existing building with an RMF zone will have a beneficial impact on surrounding properties compared to allowing the structure to become vacant, attractive nuisance having negative impacts on surrounding property values.
- 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 will encourage the most appropriate use of land not only in the neighborhood but throughout the City of Laurel.

OTHER NOTABLE FACTORS:

- In order to proceed with the project, subdivision review will be required. The aggregation of 20 existing lots into one lot, is a subdivision subject to review 76-3-207(2)(a) MCA.
- The conversion of the property from public to private ownership will increase the taxable valuation of the City of Laurel and Yellowstone County.
- 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.

#### ATTACHMENTS:

- ✓ List of Uses and Dimensional Standards R-6000
- ✓ List of Uses and Dimensional Standards RMF
- ✓ Reduced Laurel Zoning Map 2023

#### NOTE:

The findings of fact and conclusions contained in this report which reference acceptable or reduction of cumulative impacts are predicated on the maximum potential development of the subject property, the existing conditions and the prevailing and proposed zoning regulations.

#### RECOMMENDATION:

Zoning Commission Recommends that the City Council find that the requested zoning is consistent with the Laurel-Yellowstone Growth Policy; that the rational nexus for the adoption of zoning has been met or exceeded; 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 adopt the Zoning Classification of RMF on Lots 1 – 20 Block 19 Laurel Realty 2nd Subdivision, located in Section 9 Township 2 South Range 24 East P.M.M. City of Laurel, Yellowstone County, Montana.

#### SUGGESTED FORM OF MOTION:

1. I move to adopt Zoning Commission Report ZC-24-01 as findings of fact and conclusions of law.
2. I move to recommend that the City Council adopt the requested zoning of Lots 1 – 20 Block 19 Laurel Realty 2nd Subdivision, located in Section 9 Township 2 South Range 24 East P.M.M. City of Laurel, Yellowstone County, Montana from R-6000 to RMF.

**File Attachments for Item:**

12. Resolution No. R25-15: Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Purchase Of A Mini Excavator From Bobcat Of Big Sky, Inc.

**RESOLUTION NO. R25-15**

**RESOLUTION AWARDING THE BID AND AUTHORIZING THE MAYOR TO  
EXECUTE ALL CONTRACT AND RELATED DOCUMENTS FOR THE  
PURCHASE OF A MINI EXCAVATOR FROM BOBCAT OF BIG SKY, INC.**

WHEREAS, the City of Laurel (hereinafter “the City”) is in need of a Diesel-Powered Mini Excavator (hereinafter “the Mini Excavator”) for the Public Works Department;

WHEREAS, the City has complied with its procurement policy and Montana law by utilizing a competitive bid process to ensure the Mini Excavator cost and company selected is in the best interests of the City in both quality and price;

WHEREAS, the City sought bids from qualified companies from whom to purchase the Mini Excavator by publicly advertising the bid pursuant to Montana law;

WHEREAS, the City received a responsive bid from Bobcat of Big Sky, Inc. (hereinafter “Bobcat of Big Sky, Inc.”) for the Mini Excavator;

WHEREAS, Bobcat of Big Sky, Inc.’s bid to complete the Mini Excavator is for the total cost of One Hundred Eight Thousand Three Hundred Seventy Eight Hundred Dollars and Forty Six Cents (\$108,378.46);

WHEREAS, Bobcat of Big Sky, Inc. was the lowest qualified bidder, and such bid is attached hereto and incorporated by reference herein; and

WHEREAS, the City currently possesses adequate funds to purchase the Mini Excavator and/or can make appropriate and reasonable lending arrangements, and it is in the City’s best interests to proceed with the purchase of the Mini Excavator.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council accepts the bid with Bobcat of Big Sky, Inc., and the Mayor is authorized to execute all contract and related documents with Bobcat of Big Sky, Inc. for the purchase of the Mini Excavator, pursuant to the terms and conditions contained in the attached bid for the total cost of One Hundred Eight Thousand Three Hundred Seventy Eight Hundred Dollars and Forty Six Cents (\$108,378.46).

Introduced at a regular meeting of the City Council on the 11<sup>th</sup> day of February, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 11<sup>th</sup> day of February, 2025.

APPROVED by the Mayor the 11<sup>th</sup> day of February, 2025.

CITY OF LAUREL

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Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney

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 Public Works Director

**To: City Council**  
**From: Matt Wheeler, Public Works Director**  
**Date: February 4, 2025**  
**Subject: Award Bid for Mini Excavator**

Staff have reviewed the bid specifications on the three bids submitted to the City for a mini excavator.

It is Staff's recommendation the City purchases the Bobcat F60. It is the only bid that meets the minimum specifications.

The Bobcat has an extendable boom which allows up to three feet of extra reach. It also meets the minimum operating weight, horsepower, motor, hydraulic, and optional equipment.

The CAT 305 does not meet the extendable boom specification. It is a smaller machine and does not have the reach or horsepower capabilities necessary.

The Deere 60 also does not have an extendable boom option and has a shorter digging depth. It is also the most expensive bid received.





Bid Opening: Laurel City Hall | Wednesday, January 29, 2025 | 9:00 AM (local time)

Bidder Name	Acknowledge Addendum 1	Bid Security Enclosed?	Bid Form Properly Signed?	Total Base Bid Diesel Powered Mini Excavator
RDD	N/A	✓	✓	\$ 113,000.00
Tractor + Equipment	N/A	✓	✓	\$ 88,734.00
Bob Cat of Big Sky	N/A	✓	✓	\$ 108,378.44
				\$
				\$
				\$

**CONTRACT SPECIFICATIONS**  
**NEW MINI EXCAVATOR**

Please indicate YES or NO if the machine offered can or cannot meet the desired configuration  
 Any "NO" must be clarified on a separate sheet if the bidder desires support for any alternate specification.

**DESCRIPTION**

**COMPLY YES / NO**

**WEIGHT:**

Minimum weight with all options no less than 12,000 lbs

YES

**ENGINE:**

Four-stroke, four cylinder, water-cooled, wet sleeve, turbo charged diesel engine

YES

Open access tilt hood for engine

YES

Engine coolant block heater

YES

Single radiator cooling system

YES

Wet sleeve cylinder liners

YES

Diesel fuel thermal start-aid

YES

12-volt direct electric starting and charging system

YES

19 gallon fuel tank

YES

Fuel-Water separator

YES

hand throttle

YES

Dry-type, dual element air cleaner with precleaner and automatic dust ejector

YES

Air cleaner service indicator

YES

Antifreeze with protection to -40 degrees fahrenheit

YES

Spin-on, full-flow oil filter; spin-on fuel filter

YES

Engine enclosures (side panels) with lockable side doors

YES

YES

**BACKHOE:**

Extendable Stick

YES

Excavator style boom

YES

Two handle pilot control S.A.E Controls

YES

Multi brand backhoe quick coupler

YES

Hydraulic Thumb for 24 inch bucket

YES

Outerbox extendible dipperstick for trench protection

YES

24 inch excavator bucket with teeth

YES

18 inch excavator bucket with teeth

YES

30 inch or greater smooth grading bucket

YES

Felco industries 18 x 32 semgented roller bucket

YES

**DESCRIPTION**  
**HYDRAULICS:**

**COMPLY YES / NO**

Closed center hydraulic valves  
Load-sensing pressure compensating, variable-displacement piston pump  
Non-vented hydraulic tank, completely enclosed system  
Full-flow spin-on hydraulic oil cooler and reservoir  
Separate and specific hydraulic oil cooler and reservoir  
O-ring face seal hydraulic fittings for leak protection

yes  
yes  
yes  
yes  
yes

**ELECTRICAL**  
**SYSTEM & LIGHTS**

12-volt electrical system  
160 amp alternator  
Automatic back-up alarm  
"ROPS" fully enclosed cab  
Flat glass in all cab windows  
Rubber floor mat  
Sound suppressed cab; 85 dB(A) maximum  
Heater/pressurized/air conditioner W/R134A refrigerant  
Cloth covered, full suspension, fully adjustable seat  
Front, upper and lower rear windshield wipers  
Seatbelt  
Electronic monitoring system with the following indicators: brake on; engine coolant; and engine oil pressure  
Gauges shall include engine coolant temperature, fuel level, tachometer, torque converter oil temperature, volt meter and service hour meter  
Tool box  
AM/FM Radio  
New 2-way radio purchased & installed by Industrial Communications, Billings

yes  
NO - 90 AMP  
yes  
yes  
yes  
yes  
yes  
yes  
NO - front only  
yes  
yes  
yes  
yes  
yes  
yes  
yes  
yes

Warranty will include 12 months parts, labor, and travel time/mileage coverage, and inclusive 5 years/5,000 hour (whichever occurs first) bumper-to-bumper parts and labor warranty. (Excluding glass, tires, batteries, and wear items). Please see attachment

NO - travel time covered

**Bid Total:**

**Bid Grand Total:**

**WARRANTY**

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

CONTRACT/BID DOCUMENTS ATTACHED:

INTENT AND SCOPE OF OPERATIONS  
CALL FOR SEALED BIDS: NOTICE TO BIDDERS  
(BID BOND AND PERFORMANCE BOND)  
INSTRUCTIONS TO BIDDERS  
CONTRACT SPECIFICATIONS:  
**NEW DIESEL-MINI EXCAVATOR**  
STANDARD TERMS AND CONDITIONS  
INVITATION TO BID  
FORM OF AGREEMENT  
FORM OF PROPOSAL (BID PROPOSAL)

INTENT AND SCOPE OF OPERATIONS

This bid is for the purpose of entering into a contract for a new diesel-powered mini excavator for the City of Laurel Public Works Department. The successful bidder agrees to provide the City of Laurel with acceptable quality of equipment/services, performance and workmanship as determined by the City of Laurel.

It is the purpose of this bid to obtain the best quality of equipment at the most favorable price to the City of Laurel. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract document.

END: INTENT AND SCOPE OF OPERATIONS

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

CALL FOR SEALED BIDS: NOTICE TO BIDDERS

Sealed bids entitled: **NEW DIESEL-POWERED MINI EXCAVATOR**

For the City of Laurel Maintenance Department, Laurel, Montana

Will be received addressed to City Clerk of Laurel, Montana, at the office of the City Clerk, City Hall, Laurel, Montana 59044, until 9:00 a.m. January 29, 2025. Call the Clerks Office at 406-628-7431 prior to stopping by City Hall to ensure Staff is onsite.

More specific additional information regarding the **NEW DIESEL-POWERED MINI EXCAVATOR** may be obtained by contacting Matt Wheeler, Public Works Director, at 115 W. First Street, Laurel, Montana, phone number of 406-628-4796 or visit <https://cityoflaurelmontana.com/rfps>.

Each bid or proposal must be accompanied by a Certified Check, Cashiers Check, or Bid Bond payable to the City of Laurel, Montana, in an amount not less than ten percent (10%) of the total amount of the bid. The bid bond will be retained by the City Clerk until the successful bidder enters into a contract with the City of Laurel. If the successful bidder enters into no contract within 30 days the bond will be forfeited to the City of Laurel. Bid bonds will be returned to the unsuccessful bidders immediately after final action on the bid by the City Council.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is at 09:00 a.m. January 29, 2025 at 115 W. 1<sup>st</sup> Street Laurel, MT 59044.

The right is reserved to reject any or all proposals received, to waive irregularities, to postpone the award of the contract for a period of not to exceed thirty (30) days, and to accept that proposal which is in the best interests of the City of Laurel, Montana.

The City of Laurel is an Equal Opportunity Employer

Published 1.10.2025, 1.17.2025

Kelly Strecker, City Clerk/ Treasurer

END: CALL FOR SEALED BIDS: NOTICE TO BIDDERS

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

## INSTRUCTIONS TO BIDDERS

### EXAMINATION OF DOCUMENTS

Before submitting the proposals, the bidder shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents.
- (b) Fully inform themselves of the existing conditions and limitations.
- (c) Include with the bid sufficient information to cover all items required in the specifications.

### BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are sealed and submitted to the office of the City Clerk at City Hall, 115 W. First Street, Laurel, Montana 59044, before 09:00 a.m. January 29, 2025.

### BID PROPOSAL MODIFICATIONS

Proposals shall be made on form provided herein; they shall not contain any recapulation of the work done. Modifications, additions or changes to the terms and conditions of this invitation to bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected. No oral, telephone, or telegraphic bids or modifications will be considered.

### CERTIFICATION OF ALTERATION OR ERASURE

A bid shall be rejected should it contain any material alteration or erasure, unless, before the bid is submitted, each such alteration has been initialed in INK by the authorized agent signing the bid.

### INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify the department head, Matt Wheeler at the address noted above, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become part of the contract agreement upon award. Question received less than ninety-six (96) hours before the bid opening cannot be answered.

## SIGNATURE

All bids shall be typewritten or prepared in ink and must be signed in longhand by the bidder or bidders agent or designee, with his/hers usual signature. A bid submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Bids submitted by a proprietorship must be signed by the owner; name of each person signing shall be typed or printed legibly below the signature.

## WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until award of the contract is delayed for a period exceeding thirty (30) days.

## CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specification and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

## EVIDENCE OF QUALIFICATION

Upon request of the City of Laurel, a bidder whose proposal is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- (a) The ability, capacity, character, integrity, and skill of the bidder to perform the contract or provide the service required.
- (b) Whether the bidder can perform the contract within the time specified.
- (c) The quality of performance of previous contracts, agreements, services and/or performance.
- (d) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- (e) Such other information, which may be secured having a bearing on the decision to award the contract.

## BID BOND

Each bid or proposal must be accompanied by a Certified Check, Cashiers Check, or Bid Bond payable to the City of Laurel, Montana, in an amount not less than ten percent (10%) of the total amount of the bid. The bid bond will be retained by the City Clerk until successful bidder

enters into a contract with the City of Laurel. If the successful bidder enters into no contract within thirty (30) days the bond will be forfeited to the City of Laurel. Bid bonds will be returned to the unsuccessful bidders immediately after final action on the bid by the City Council.

END: INSTRUCTIONS TO BIDDERS



CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

CONTRACT SPECIFICATIONS

**NEW DIESEL-MINI EXCAVATOR**

6 METRIC TON MINI EXCAVATOR WITH A 50 HP DIESEL ENGINE OR GREATER

RUBBER TRACKS

12,800 LB OPERATING WEIGHT OR LESS

78 INCH WIDTH OR LESS

KEYLESS START

4 WAY ANGLE BLADE

HYDRAULIC THUMB WITH FINGER CONTROL

HYDRAULIC QUICK COUPLER

CAB WITH HEAT AND AIR CONDITIONING

BOOM SWING FINGER CONTROL

18 INCH EXCAVATING BUCKET

24 INCH EXCAVATING BUCKER

30 INCH OR GREATER GRADING BUCKET

FELCO INDUSTRIES 18 X 32 SEGMENTED ROLLER BUCKET

END SPECIFICATIONS

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

STANDARD TERMS AND CONDITIONS – PAGE 1

This contract includes the following Standard Terms and Conditions and includes, but is not limited to, the Invitation to Bid, Call for Sealed Bids, Specifications, Forms of Agreement, Instruction to Bidders, and Form of Proposal.

The contractor will not be liable for any delay in furnishing or failure to furnish service due to fire, flood, strike, lockout, dispute with workmen, act of God, or any cause beyond reasonable control.

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Authority, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Laurel. Any bidder may submit quotations on any article, which substantially complies with these specifications as to quality, workmanship and service. The City of Laurel reserves the right to make its selection of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Laurel.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained for the City of Laurel.

All payments to the contractor shall be remitted by mail. The City shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall not be assignable unless prior written approval is first obtained from the City of Laurel.

All goods, materials or services purchased herein are subject to approval by the City of Laurel. Any rejections of services, goods or materials, whether held by the City or returned, will be at the contractor's risk and expense.

The contractor agrees to assume all expense, protect and hold harmless the City, its officers, agents and employees against all claims and expense including, but not limited to, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods, material or services purchased herein.

The contractor further agrees to assume all expenses and damages arising from such claim, suits or proceedings.

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

STANDARD TERMS AND CONDITIONS – PAGE 2

Contractor agrees that the waiver, acceptance, or failure by the City to enforce any provisions, terms, or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the City to thereafter enforce such provisions.

The contractor warrants all articles supplied under this contract conform to specification herein. The contractor will deliver a warranty stating that articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment in payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to be discriminate against any client employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving thirty (30) days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Contractor agrees that in the event suit is instituted by the City for any default on the part of the contractor, he shall pay to the City all costs and expenses expended or incurred by the City in connection therewith, and reasonable attorney fees.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

The Advertisement for Bids, the accepted Proposal, and the specifications, together form the contract and they fully act as if hereto attached or herein repeated.

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

STANDARD TERMS AND CONDITIONS – PAGE 3

This contract shall be governed by and construed in accordance with the laws of the State of Montana.

The contractor may not assign or subcontract the agreement or the right to receive reasonable performance of any act called for by the contract shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

END: STANDARD TERMS AND CONDITIONS

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

INVITATION TO BID

RETURN TO: City Clerk, City of Laurel, P.O. Box 10, Laurel, Montana 59044

Please bid net prices at which you will agree to furnish required services. To receive consideration, this form must be signed in full by a responsible, authorized agent, office, employee or representative of your firm.

BID ITEM: 2025 Bobcat E60 Mini Excavator

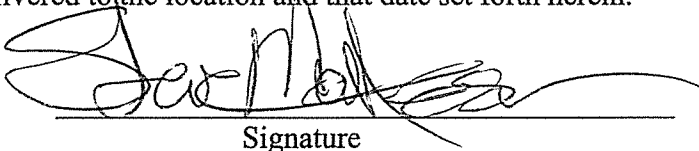
Enter full Company Name and Address

Bobcat of Big Sky Inc  
2125 OLD Hardin rd  
Billings, MT, 59101

CONDITIONS AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and that date set forth herein.

  
Signature

Sales Manager  
Title

1-28-25  
Date

END: INVITATION TO BID

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

FORM OF AGREEMENT – PAGE 1

AGREEMENT, made on the 28 day of January, 2021, by and between  
the City of Laurel and Bobcat of Big Sky.

WITNESSTH that the above named company and the City of Laurel, for consideration,  
hereinafter name agree as follows:

SCOPE OF OPERATION: The contractor shall provide material and equipment, perform the  
work and do everything required by the specifications entitled:

CONTRACT SPECIFICATION:

TIME OF COMPLETION: Delivery of goods, equipment, and/or services shall be expected  
within thirty (30) days of the award of bid.

FOLLOWING IS AN ENUMERATION OF THE CONTRACT BID

Intent and Scope of Operation  
Call for Sealed Bids: Notice to Bidders  
(Bid Bond/Performance Bond)  
Instructions to Bidders  
Contract Specifications  
Standard Terms and Conditions  
Invitation to Bid  
Form of Agreement  
Form of Proposal (Bid Proposal)

IN WITNESS WHEREOF, the parties hereto have executed this agreement to day and  
year above written.

Bobcat of Big Sky  
Contractor

By: Steve Matteson  
Title Sales Manager

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

FORM OF AGREEMENT – PAGE 2

CITY OF LAUREL

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form

\_\_\_\_\_

END: FORM OF AGREEMENT

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

FORM OF PROPOSAL (BID PROPOSAL)

The undersigned hereby submits the following proposal: Having carefully examined the specifications entitled CONTRACT SPECIFICATIONS: MINI EXCAVATOR for the City of Laurel Maintenance

Department, as well as all other conditions affecting the bid, the undersigned proposes to furnish all equipment and services necessary to complete the work required.

90 Days from Order  
Time and Date of Delivery

(INSERT DESCRIPTION OF BID ITEM(S))

Net FOB Laurel, Montana

\$ 108,378.46

+++++

(OPTIONS OR PAYMENT PLANS, IF APPLICABLE)

By Steve Matteson  
Title Sales Manager  
Company Bobcat of Big Sky  
Date 1-28-25

END: FORM OF PROPOSAL (BID PROPOSAL)



**File Attachments for Item:**

13. Resolution No. R25-16: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

**RESOLUTION NO. R25-16**

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

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and True North Contracting, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with True North Contracting on behalf of the City.

Introduced at a regular meeting of the City Council on the 11<sup>th</sup> day of February, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 11<sup>th</sup> day of February, 2025.

APPROVED by the Mayor the 11<sup>th</sup> day of February, 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 11<sup>th</sup> day of February, 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 True North, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way, Billings, Montana 59101, hereinafter referred to as “Contractor”.

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated December 6, 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 seven thousand five hundred ninety-two dollars and no cents (\$7,592.00) 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 21<sup>st</sup> DAY OF OCTOBER 2024.

CITY OF LAUREL

CONTRACTOR

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

\_\_\_\_\_  
True North

ATTEST:

Employer Identification Number

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

\_\_\_\_\_

Date	Estimate #
12/6/2024	11-167

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

[illegible]