



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

1. Appointment of Jarred Anglin as Police Chief.

Executive Review

- 2. Planning:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding Between The City Of Laurel And Yellowstone County For GIS Services.
- 3. Planning:** Resolution - Resolution Of City Council (APPROVING or DENYING) Zone Change For Iron Horse Station Subdivision From Residential R-6000 (Duplex) To Residential RMF (Multi-Family).
- 4. Public Works:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Donahue Roofing & Siding LLC.

Council Issues

- 5. Public Works:** Laurel Rod and Gun Club Building Discussion
- 6. Public Works:** Nutting Park Sprinkler System Discussion

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:

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

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
LAUREL AND YELLOWSTONE COUNTY FOR GIS SERVICES.**

WHEREAS, the City of Laurel desires to create, maintain and utilize a comprehensive computerized GIS map database of all land existing within the external boundaries of the of the City of Laurel; and

WHEREAS, Yellowstone County is presently hosting the City of Laurel's GIS information on its GIS map database; and

WHEREAS, the City of Laurel desires to continue to update, improve and utilize its GIS data on the Yellowstone County GIS map database; and

WHEREAS, Yellowstone County has set fees and terms as contained in the Memorandum of Understanding, a copy attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to sign the Agreement with Yellowstone County for the year 2025.

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

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2025.

APPROVED by the Mayor on the _____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF UNDERSTANDING FOR SHARING OF GIS DATA AND SERVICES

This Memorandum of Understanding for Sharing of GIS Data and Services (Agreement) is entered into between YELLOWSTONE COUNTY (COUNTY) and the CITY OF LAUREL (CITY) on this ____ day of _____, 2025.

WHEREAS, CITY and COUNTY desire to continue to develop, share and integrate geographic information systems (GIS) data and services to improve the planning and management processes of CITY and COUNTY departments and infrastructure, including dispatch operations of the 911 Center.

THEREFORE, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

1. Term. This Agreement shall begin on the date the Resolution approving the Agreement is passed by the Laurel City Council and shall last for three calendar years. The parties may mutually agree, in writing, to terminate this deal at any time. Further, either party may terminate this Agreement unilaterally with written notice of at least 90 days.
2. Compensation. In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY \$4,000 for the first year of the contract. The amount of compensation paid by CITY to COUNTY shall increase 4% each year. The payments shall be made annually, at the start of each year of the contract. If the contract is terminated mid-year, CITY shall pay COUNTY the pro rata compensation for the partial year.
3. Duties. For the above compensation, COUNTY shall provide CITY with access to digital mapping and tabular data of the City of Laurel and the Laurel Planning Jurisdiction. COUNTY will maintain established and updated GIS data for the aforementioned area. CITY will provide updated information to be included in the GIS system on an as-needed basis.

COUNTY will make every effort to produce information in a format that will allow CITY to print maps on its equipment. If this is not feasible, standard charges for hard copy maps printed by COUNTY will apply.

While it is believed that the data supplied by both parties is the most current and accurate available, neither CITY nor COUNTY make any warranties or representations as to the accuracy or the completeness of the information.

All information and data in any format developed by and for GIS pursuant to this agreement, at the discretion of COUNTY and CITY, will remain proprietary information belonging to CITY and COUNTY.

4. Authorized Representatives. The parties appoint the following authorized representative to receive notices and to provide direct communication between the parties:

For CITY:

PO Box 10

Laurel, MT 59044

Attn: Mayor

For COUNTY:

Yellowstone County GIS

217 N. 27th Street

Billings, MT 59101

Attn: GIS Manager

5. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between CITY and COUNTY. Neither CITY nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Agreement, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and hold the other party harmless against any claims arising from the acts errors or omissions of its employees or agents.
6. Governing Law, Informal Dispute Resolution, Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.
7. Entire Agreement and Revocation of Prior Agreements. This Agreement embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

The parties hereby state and represent that the 2005 GIS Interlocal Agreement between CITY and COUNTY is hereby rescinded and revoked upon execution of this Agreement.

8. Authorized Signatures. The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of the Agreement.

Passed and Adopted on this ____ day of ____
2025

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse
Yellowstone County Board Chair

Mike Waters
Yellowstone County Commissioner

Chris White
Yellowstone County Commissioner

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

Passed and Adopted on this ____ day of
September 2025

CITY OF LAUREL, MONTANA

City Mayor

Attest:

City of Laurel Clerk

File Attachments for Item:

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

RESOLUTION NO. R25-____(A)

RESOLUTION OF CITY COUNCIL APPROVING ZONE CHANGE FOR IRON HORSE STATION SUBDIVISION FROM RESIDENTIAL R-6000 (DUPLEX) TO RESIDENTIAL RMF (MULTI-FAMILY).

WHEREAS, Marvin Brown – Iron Horse LLC (hereinafter “the Applicant”) has applied to the City of Laurel for a Zone Change from R-6000 to RMF for the property generally known as the Iron Horse Station Subdivision and located in Laurel, Montana, and more particularly described as:

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

WHEREAS, the application for a Zone Change was submitted on June 30, 2025, and a public hearing was conducted on the 20th day of August, 2025 by the Laurel Zoning Commission;

WHEREAS, the Laurel Zoning Commission has conducted a factual and legal analysis of the Zone Change, which is contained within the Zoning Commission Recommendation ZC-25-01, Marvin Brown – Iron Horse Station Subdivision Zone Change Request, a copy of which is attached hereto and fully incorporated herein;

WHEREAS, the Laurel Zoning Commission found that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process;

WHEREAS, the Laurel Zoning Commission recommends that the City Council DENY the Zoning Classification of RMF on all of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (on a 4-3 vote);

WHEREAS, the City Council conducted a public hearing on the 9th day of September, 2025 at 6:30 p.m., in City Council Chambers, regarding the Zone Change;

WHEREAS, following public hearing, the City Council may either approve or deny the Zone Change;

WHEREAS, the Laurel City Council has considered the record, the recommendation of the Zoning Commission, and the public interest in preserving the intent and integrity of the zoning code; and

WHEREAS, the Laurel City Council believes approval of the zone change is appropriate, based upon the record, and finds that the rational nexus for the adoption of zoning is met.

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

1. The Laurel City Council has hereby considered the Laurel Zoning Commission findings that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, but finds that the rational nexus for the adoption of zoning is met, and that the citizens of Laurel have participated in the creation of the proposed rezoning process.
2. The requested zoning change from Residential R-6000 (Duplex) to Residential RMF (Multi-Family) for property located in Block 6, Lots 1 and 2, Block 7, Iron Horse Station Subdivision, is hereby GRANTED.
3. The City Clerk/Treasurer is directed to provide a copy of this Resolution to the applicant and to maintain the Resolution in the official records of the City.

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

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of _____, 2025.

APPROVED by the Mayor the ____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

RESOLUTION NO. R25-____(B)

RESOLUTION OF CITY COUNCIL DENYING ZONE CHANGE FOR IRON HORSE STATION SUBDIVISION FROM RESIDENTIAL R-6000 (DUPLEX) TO RESIDENTIAL RMF (MULTI-FAMILY).

WHEREAS, Marvin Brown – Iron Horse LLC (hereinafter “the Applicant”) has applied to the City of Laurel for a Zone Change from R-6000 to RMF for the property generally known as the Iron Horse Station Subdivision and located in Laurel, Montana, and more particularly described as:

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

WHEREAS, the application for a Zone Change was submitted on June 30, 2025, and a public hearing was conducted on the 20th day of August, 2025 by the Laurel Zoning Commission;

WHEREAS, the Laurel Zoning Commission has conducted a factual and legal analysis of the Zone Change, which is contained within the Zoning Commission Recommendation ZC-25-01, Marvin Brown – Iron Horse Station Subdivision Zone Change Request, a copy of which is attached hereto and fully incorporated herein;

WHEREAS, the Laurel Zoning Commission found that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process;

WHEREAS, the Laurel Zoning Commission recommends that the City Council DENY the Zoning Classification of RMF on all of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (on a 4-3 vote);

WHEREAS, the City Council conducted a public hearing on the 9th day of September, 2025 at 6:30 p.m., in City Council Chambers, regarding the Zone Change;

WHEREAS, following public hearing, the City Council may either approve or deny the Zone Change;

WHEREAS, the Laurel City Council has considered the record, the recommendation of the Zoning Commission, and the public interest in preserving the intent and integrity of the zoning code; and

WHEREAS, the Laurel City Council believes denial of the zone change is appropriate, finding that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process.

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

1. The Laurel City Council has hereby considered the Laurel Zoning Commission findings that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, and finds that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process.
2. The requested zoning change from Residential R-6000 (Duplex) to Residential RMF (Multi-Family) for property located in Block 6, Lots 1 and 2, Block 7, Iron Horse Station Subdivision, is hereby DENIED.
3. The City Clerk/Treasurer is directed to provide a copy of this Resolution to the applicant and to maintain the Resolution in the official records of the City.

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

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of _____, 2025.

APPROVED by the Mayor the ____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the City Planner

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

R-6000 to RMF

BACKGROUND:

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

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

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

LEGAL DESCRIPTION:

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

APPLICANT(S):

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

EXISTING CONDITION:

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

PROCESS:

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

ZONES INVOLVED: Existing and Proposed

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

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

RATIONAL BASIS OF ZONING:

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

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

Findings of Fact:

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

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

OTHER NOTABLE FACTORS:

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

RECOMMENDATION:

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

Zone Change Application

Iron Horse Subdivision Yellowstone County, Montana

Client:

IRON HORSE STATION, LLC
PO BOX 80661
LAUREL, MT 59108

Prepared By:



550 N 31st St, Suite 111 • Billings, Montana • Phone (406) 545-6420 • Imegcorp.com

Project: 20001607.00

June 2025



ZONE CHANGE APPLICATION

IRON HORSE MAJOR SUBDIVISION ZONE CHANGE

IMEG #20001607

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the City Planner

Zone Change Application Information Sheet

This is an application for a zoning amendment/change to the official zoning map and/or ordinance for the City of Laurel and its surrounding Zoning Jurisdiction. Such Applications to re-zone are considered first by the Laurel City-County Planning Board, which acts as the Zoning Commission, whose recommendations are then transmitted to the City Council for a final decision.

General Notes:

1. All Questions must be answered fully.
2. Information must be written or typed legibly.
3. Supporting documents may be attached as needed.
4. Applications not filled completely or properly will not be accepted.
5. Attaching site plans or related construction plans are helpful for zone changes on properties with new construction.
6. Photographs or other site images are helpful during the review process.

Required Documents:

1. Completed Application Form
2. 300-foot radius map of property under consideration for Zone Change. (Satellite, Plat, Survey, or site plan acceptable)
3. Organized, typed list and/or set of 3 (three) mailing labels for all property owners of record within 300-feet of the property under consideration for the Zone Change.
4. Letter stating the justification and reason for the Zone Change, including proposed use of the property.
5. Copies of any Covenants and/or deed restrictions on the property.
6. Zone Change Application Fee. (As specified in the Laurel Schedule of Fees)

Overview of the Zone Change Process:

1. The Applicant shall meet with the Planning Director to discuss the zone change, the zone change process, and the required documentation prior to the submittal of a completed application for zone change.

2. The Applicant shall submit the application form, zone change fee, addresses, maps, and any other supporting documents to the Planning Department at least 30 days prior to the Planning Board meeting at which it will be reviewed.
3. City Staff will notify the Applicant of any missing information in the Application.
4. City Staff will place the complete and sufficient Zone Change Application on the agenda of the next available Planning Board meeting.
5. City Staff will place a public hearing notice in a newspaper of record at least 15 (fifteen) days prior to the public hearing. City Staff will also mail public hearing notices to all property owners of record within 300 feet of the property at least 15 days prior to the public hearing.
6. The Planning Board, acting as the Zoning Commission, will hold a Public Hearing on the Zone Change. During the hearing, the applicant shall present their item and provide any additional information to the Planning Board. The Planning Board will also decide to approve or deny the Zone Change request.
7. City Staff will forward the recommendation of Planning Board to the Laurel City Council for their final decision.
8. Laurel City Council will hold a Public Hearing on the Zone Change Application.
9. Laurel City Council will decide to either approve or deny the zone change request.
10. City staff will work with the City Attorney to determine if an update to the Zoning Ordinance is required.
11. City staff will work with the applicable Yellowstone County Departments to ensure all zoning maps and mapping information is updated after the Zone Change occurs.

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the City Planner

Zone Change Request

The Undersigned as owner or agent of the following described property requests a Zone Change as outlined in the City of Laurel Zoning Ordinance.

Current Zoning District (if zoned): Residential 6000

Proposed Zoning District: Residential Multifamily

Legal Description of the Property: IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 6,
BLOCK 7 (Lots 1 & 2)

Address or General Location: Great Northern Road, Laurel, MT 59044

Owner(s)/Applicant(s):

Name: Marvin Brown - Iron Horse, LLC

Address: PO BOX 80661 Billings, MT 59108

Phone: _____

Email: mbrown@rockymtnranch.com

Name: _____

Address: _____

Phone: _____

Email: _____

Agent(s)/Representative(s):

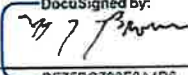
Name: Kolten Knatterud
Address: 550 N 31st St - Suite 111, Billings, MT 59101
Phone: (406) 545-6420
Email: kolten.l.knatterud@imegcorp.com

Purpose/Reason for Zone change:

Please review the attached materials provided with this application

I understand that the application fee accompanying this application is non-refundable, that it pays the cost of processing, and that the fee does not constitute a payment for a zoning change approval. I further certify that all the information presented on this application and its supporting documentation is true and correct.

Owner/Applicant Signature: _____

DocuSigned by:

DF75BC798F0A4D6

6/16/2025

Date: _____

Agent and/or Representative Signature: _____



Date: _____

6/19/25



ZONE CHANGE MEMO

IRON HORSE MAJOR SUBDIVISION ZONE CHANGE

IMEG #20001607



June 2025

City of Laurel Planning Department
City Hall
115 W 1st St | PO Box 10
Laurel, MT 59044

RE: Zone Change Request – Iron Horse Subdivision, Blocks 6 & 7 (Lots 1 & 2)

Dear City of Laurel Planning Team,

On behalf of the property owner, we respectfully submit this request to amend the zoning for Blocks 6 and Block 7 (Lots 1 & 2) of the Iron Horse Subdivision from Residential 6000 (R-6000) to Residential Multifamily (RMF). This request is consistent with the existing development pattern, surrounding zoning districts, and the City of Laurel's adopted Growth Management Policy.

The developer currently maintains ownership of all lots within Blocks 6 and 7, providing a cohesive opportunity to implement a unified multifamily development concept. The proposed zone change complements adjacent land uses and zoning designations. Notably:

- Block 1, Block 2, and majority of Block 7—all directly adjacent to the subject properties—are already zoned Residential Multifamily (RMF);
- The proposed zoning would establish continuity and eliminate a zoning island of R-6000 among RMF blocks.

The Iron Horse Subdivision was designed to support a range of residential types, and the existing infrastructure—roadways, utilities, and access—can adequately serve the densities permitted in the RMF district. The transition to RMF allows greater flexibility in building form while continuing to provide housing options within the intended residential context.

Furthermore, this request supports several goals outlined in the 2020 Laurel Growth Management Policy, including:

- Goal 1 of the Land Use Chapter: "Encourage infill and redevelopment that maximizes the use of existing infrastructure";
- Goal 1 of the Housing Chapter: "Encourage a mixture of housing types to meet the demand of all market sectors."

The requested change facilitates development that is compatible with neighboring uses and supports Laurel's goal of providing diverse housing choices within established neighborhoods. We appreciate your consideration and look forward to presenting this request at the upcoming Planning Board meeting.

Sincerely,

Kolten L Knatterud, PE
IMEG | Principal, Client Executive





ADJOINING PROPERTY OWNERS LIST

IRON HORSE MAJOR SUBDIVISION ZONE CHANGE

IMEG #20001607

Property Owners

According to the notice requirements of the applicable zoning regulation.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
1	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 6, Lot 11, AMD COFR (24)	IRON HORSE STATION LLC	PO BOX 80661 BILLINGS, MT 59108-0661
2	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 1, Lot 5A, AMND (10)	RESIDENTIAL SUPPORT SERVICES INC	1018-1030 GREAT NORTHERN RD LAUREL, MT 59044
3	TENDER TOWNHOMES (18), S09, T02 S, R24 E, UNIT 411, 50% COMMON AREA INTEREST, LOC @ LT 3 BLK	KIRK W & JODY WARNER	411 ROUNDHOUSE DR LAUREL, MT 59044-2459
4	RH TOWNHOMES (13), S09, T02 S, R24 E, UNIT 505, 50% COMMON AREA INTEREST, LOC @ LT 6 BLK 2	GERALD R JR THEIS	505 ROUNDHOUSE DR LAUREL, MT 59044-2458
5	RH TOWNHOMES (13), S09, T02 S, R24 E, UNIT 507, 50% COMMON AREA INTEREST, LOC @ LT 6 BLK 2	MANFRED FABER	507 ROUNDHOUSE DR LAUREL, MT 59044-2458
6	OLD ENGINE NUMBER SEVEN TOWNHOMES (14), S09, T02 S, R24 E, UNIT 509, 50% COMMON AREA INT	CALVIN & MARLENE GRUBS	509 ROUNDHOUSE DR LAUREL, MT 59044-2458
7	WALLFLOWER TOWNHOMES (16), S09, T02 S, R24 E, UNIT 601, 50% COMMON AREA INTEREST LT 10, BLK 2	TIMOTHY & LINDA WALL	601 ROUNDHOUSE DR LAUREL, MT 59044-2457
8	FIREBOX TOWNHOMES (16), S09, T02 S, R24 E, UNIT 609, 50% COMMON AREA INTEREST, LOCLT12BL2	ST. JOHNS LUTHERAN MINISTRIES, INC	2429 MISSION WAY BILLINGS, MT 59102-0161
9	SPUR TOWNHOMES (15), S09, T02 S, R24 E, LOC @ LT 13 BLK 2 IRON HORSE STATION SUB (06)	SPUR INVESTMENTS	5272 MILLER RD LOWELLVILLE, OH 44436-8500
10	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 2, Lot 14, (06) 8840 SQ FT	TIM & FRITZIE WALKER	701 ROUNDHOUSE DR LAUREL, MT 59044-2455

Property Owners

According to the notice requirements of the applicable zoning regulation.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
1	CABOOSE TOWNHOMES (16), S09, T02 S, R24 E, UNIT 709, 50% COMMON AREA INTEREST, LOC. @ LT16BL2	MARGARET MARANCIK	902 3RD AVE LAUREL, MT 59044-2025
2	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 12, (06) 8371 SQ FT	DAVID & KRAFT	1009 GREAT NORTHERN RD LAUREL, MT 59044-2400
3	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 11, (06) 7421 SQ FT	SALVIN & LAURIE GEBHARD	7 PALISADE BASIN DR RED LODGE, MT 59068-9532
4	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 10, (06) 7371 SQ FT	SHAW & LAURA LEKANG	406 ROUNDHOUSE DR LAUREL, MT 59044-2451
5	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 9, (06) 6542 SQ FT	RYAN HAGLAN	408 ROUNDHOUSE DR LAUREL, MT 59044-2451
6	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 8, (06) 6428 SQ FT	JENNA MASTERS	410 ROUNDHOUSE DR LAUREL, MT 59044-2451
7	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 7, (06) 6739 SQ FT	6 LAZY W PROPERTIES LLC	2985 COLONIAL PL BILLINGS, MT 59102-6829
8	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 6, (06) 6210 SQ FT	JOHN WARREN JR & SHAWNA HOPPER	504 ROUNDHOUSE DR LAUREL, MT 59044-2452
9	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 5, (06) 6210 SQ FT	JESIAH CARL & GRABOWSKA	506 ROUNDHOUSE DR LAUREL, MT 59044-2452
10	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 4, (06) 6210 SQ FT	JONATHON & REBECCA HILL	508 ROUNDHOUSE DR LAUREL, MT 59044-2452

Property Owners

According to the notice requirements of the applicable zoning regulation.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
1	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 3, (06) 6210 SQ FT	YVONNE & DEBORAH PETERS	510 ROUNDHOUSE DR LAUREL, MT 59044-2452
2	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 2, (06) 6210 SQ FT	DAVID & JUDY ZENT	512 ROUNDHOUSE DR LAUREL, MT 59044-2452
3	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 1, (06) 6950 SQ FT	TRAVIS TETER	1014 GOLDEN SPIKE DR LAUREL, MT 59044-2432
4			
5			
6			
7			
8			
9			
10			



COVENANTS & RESTRICTIONS

IRON HORSE MAJOR SUBDIVISION ZONE CHANGE

IMEG #20001607

AFTER RECORDING RETURN TO:
MARVIN BROWN
2110 OVERLAND AVENUE #122
BILLINGS MT 59101
ST41552 / jw



3332549
Page: 1 of 12
05/12/2005 10:11A

IRON HORSE STATION SUBDIVISION
DECLARATION OF
USE RESTRICTIONS AND COVENANTS

IRON HORSE STATION, LLC, being the Owner and Developer of the following described real property:

Parcel 1:

A tract of land in Section 9, Township 2 South, Range 24 East, P.M.M., described as Tracts 1 and 2 of Certificate of Survey No. 1943, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1143464.

Excepting therefrom the Southerly 50 feet of Tract 1 and the Northerly 50 feet of Tract 2 conveyed to Nutting Drain District by Warranty Deed recorded June 10, 1931, in Book 159, Page 81, records of Yellowstone County, Montana.

Parcel 2:

Lots 1, 2 and 3, Block 1,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 2,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 4,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 5,
of Iron Horse Station Subdivision, in the City of Laurel, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3330583.

hereafter represented by Marvin J. Brown, Member, declares as follows:

The following restrictions for Iron Horse Station Subdivision shall run with the land to the benefit of all lots and the public, and shall be binding upon all owners and their successors in interest and assigns. All owners, by acceptance of a deed to any lot subject to this Declaration, and all purchasers under a contract for sale, agree to conform and be bound by these covenants and restrictions. The following are part of a general plan to sustain the value, desirability and attractiveness of the property:



3332549

Page: 2 of 12
05/12/2005 10:11A

1. DEFINITIONS. Unless otherwise expressly provided, the following words and phrases, when used in this Declaration of Restrictive Covenants shall have the following meanings:

- a. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation. If any lot has been sold under a contract for deed or agreement for future delivery of title, the purchasers of that lot shall be deemed to be the only owner.
- b. "Property" shall mean and refer to the legal description described above.
- c. "Lot" shall mean and refer to any one of the above-described lots shown upon any recorded subdivision map of the Property.
- d. "Subdivider" shall mean and refer to IRON HORSE STATION, LLC, subdivider of Iron Horse Station Subdivision.
- e. "Developer" shall mean IRON HORSE STATION, LLC, its successors and assigns; provided, however that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder, unless an assignment for such rights or obligations is specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law.
- f. "Single Family" shall mean one or more persons living together as a single, non-profit housekeeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like.
- g. "Accessory Building" shall mean a building, such as a garage or shed, detached from a dwelling and used for purposes which are incidental and subordinate to residential or permitted commercial uses.

2. EASEMENTS. No structure of any kind shall be erected, permitted or maintained on any easements or on Nutting Drain right of way all as shown on the plat of this subdivision. See Exhibit "A" attached hereto.

3. PERMISSIBLE BUILDINGS. All buildings and other structures must comply with the City of Laurel zoning regulations and codes. Lots 1 through 24, Block 4, Lots 1 through 24, Block 5, shall each be used for single-family residential use and accompanying



structures only. The term "residential purposes" used herein shall be construed to exclude duplex houses, with the exception of Lots 1-17, Block 2, which may be used for duplexes. Lots 1, 2 and 3, Block 1, may be used for duplexes or triplexes. No store, office, or other place of business of any kind and no hospital, sanitarium, professional or commercial uses shall be erected or permitted upon any of said lots. However, an in-home business may be operated as long as it is not obvious to the public from the street, has no sign, and causes no noticeable increase in traffic over and above normal residential activity. In addition, the undersigned or their nominee may use any lot for a model home and office to promote sales.

The only permissible buildings on the lot or lots shall be the following:

- a. Each dwelling shall be constructed so that the floor area enclosed within the perimeter of the exterior walls, exclusive of the basement, if any, shall not be less than:
 - (i) For single family homes: 1,160 square feet on the ground level, exclusive of open porches, decks, garages, breezeways, and other non-living areas.
 - (ii) Structures shall be limited to two and a half (2 1/2) stories in height on any side or elevation.
 - (iii) Each single family home shall have a minimum of an attached two (2) car garage.
 - (iv) For duplexes and triplexes: 600 square feet per living unit on the ground level, exclusive of open porches, decks, garages, breezeways and other non-living areas. Each unit in a duplex or triplex shall have a minimum of a single car garage.
- b. An attached or detached accessory building may be constructed as long as it meets the following criteria and the approval of City Code: May be built not to exceed one hundred twenty (120) square feet in size nor exceed ten (10) feet in height. It shall be located on a concrete slab or foundation, and the siding and roofing matches that of the residence.
- c. All roofing shall be of high quality masonite shingle, concrete tile, color coated metal, or composition asphalt shingle. No hot mop, tar and gravel, tin,



3332549

Page: 4 of 12
05/12/2005 13:11A

galvanized metal or sod roofs shall be allowed.

- d. All structures to be erected on the subject property shall be of normal and traditional shape, design, style, materials and colors consistent with a quality residential architecture of attractive design. Geodesic domes, "A" frames, flat tops and other unconventional, modernistic or experimental styles shall not be allowed.
- e. Exterior siding on residential structures shall be of low or no maintenance materials including vinyl, non-reflective metal, stucco, brick, stone, permacrete or glass or attractive combinations thereof. The siding on an accessory storage building shall match the siding of the house.

4. ALLOWED VARIANCES. Lots 4 and 5, Block 1, Iron Horse Station Subdivision, are zoned community commercial and are not subject to these restrictions and covenants. Lots 1, 2, 3, 4, 5, 6 and 7, Block 3, Iron Horse Station Subdivision, are zoned community commercial and designated as an "assisted living" area and are not subject to these restrictions. Blocks 6, 7, and 8, Iron Horse Station Subdivision, are not subject to these restrictions. However, Developer reserves the right and power, pursuant to 70-15-301 MCA in its sole discretion to subject Blocks 6, 7 and 8 and Lots 1, 2, 3, 4, 5 and 6, Block 3, of Iron Horse Station Subdivision to the provisions of this Declaration by executing and recording an Amendment to this Declaration, without consent or approval of any other owners of lots subject to this Declaration.

5. BUILDING AND USE RESTRICTIONS.

- a. Any structure erected on any lot shall be of new construction, and no structure including manufactured homes of any type shall be moved onto any said lots.
- b. Any structure erected on any lot shall be commenced within sixty (60) days after equipment and material to be used in the construction are moved onto the location, and all construction shall be pursued with reasonable diligence. All construction debris is to be removed within fourteen (14) days after finish of the exterior.
- c. No trailer, mobile home, basement, tent, shack, garage, or other outbuilding situated or erected shall at any time be used for residential purposes, temporarily or permanently, and the exterior of the dwellings shall be finished in its entirety before the dwellings can be



occupied.

- d. No antennas or satellite dishes exceeding one meter in diameter or diagonal measurement shall be installed on the exterior of any building, in a yard, or on common elements without prior written approval of the Architectural Review Committee. Owners may have a professionally installed small satellite dish or antenna, not exceeding one (1) meter in diameter or diagonal measurement, inconspicuously placed in the yard at the back or side of their home, duplex or triplex, or on the exterior surface of their home, without prior approval of the Architectural Review Committee. The location of the satellite dish must comply with the ordinances of the City of Laurel.
- e. All residences shall conform to the setback requirements of the City of Laurel Zoning Ordinance and the following:
 - i. No residence or other structure shall be located on any of the lots so that any part of such structure, other than entrance vestibules, awnings, or minor decorative fixtures, is nearer than 20 feet from the front line of the lot on which the structure is located.
 - ii. No building shall be located less than five (5) feet from either side lot line of the lot on which the building is located, measured from the lot line to the nearest wall of the building, (the setback). In addition, two story homes must comply with the side setback restrictions set forth in the zoning ordinances of the City of Laurel in effect at the time of construction of the home.
- f. Livestock or poultry shall not be kept or maintained on any lot, nor shall domestic pets be kept or maintained for breeding or commercial purposes on any lot. A maximum of two dogs or two cats can be kept by the owners of any one residence. Animal kennels must be placed within twenty (20) feet of the residence and in an area which is inconspicuous and removed from direct view of neighbors and the primary road and owners shall be responsible for cleaning up after their pets.
- g. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which might become an annoyance or nuisance to the neighborhood, or that is unsightly, unclean or presents a hazardous condition. No trash or obsolete materials shall be allowed to accumulate on any of the



above described lots.

- h. No non-operating or non-licensed vehicles or portions thereof shall be permitted on any lot, except inside a garage, nor shall any motor vehicles used in organized or unorganized automobile or stock races be stored or maintained on said premises, except inside a garage.
 - i. All trash or other refuse cans and containers shall be kept in garages or in enclosures such that they are concealed from view. No burning barrels shall be allowed in any of the areas. Garbage cans shall be located to the rear of the dwelling or within the garage, except on days garbage pickup is made.
 - j. No clothes line poles, wires or devices for hanging clothes shall be erected on any lot or building. A retractable clothes line is permissible if it is retracted when not in use.
 - k. Fences shall comply with all ordinances enacted by the City of Laurel in effect at the time the fence is erected. All fences shall be erected of plastic, masonry, stucco, or ornamental iron. No chain-link or wire material, railroad ties, rubber tires, rubble or salvaged material shall be used.
 - l. No trailer houses, boats, snowmobiles, motorcycles, motorbikes, touring vehicles, recreational vehicles, motor homes, or other similar vehicles, and no abandoned, junked, or wrecked vehicles, shall be stored for more than seven (7) consecutive days on any lot, unless the same are enclosed so that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located.
6. LANDSCAPING AND SIDEWALKS. Within six months after residence is occupied there shall be planted, maintained, and in case of death or destruction, replaced by the owner, two trees in the boulevard, or if there is no boulevard, in the front yard, and two trees in the back yard or side yards of the lot on which such residence is located. Corner lot owners must plant two trees in the boulevard on each of the street frontages. Each deciduous tree shall be at least six feet in height; evergreens shall be at least three feet in height. Also a lawn must be installed and maintained, and all weeds and noxious growths shall be abated or eradicated.

Lot owners are responsible for the cost of putting in



3332549

Page: 7 of 12
05/12/2005 10:11A

sidewalk which will meet the ordinance requirements of the City of Laurel. Trees placed in the boulevard shall be specified as to location and variety by the Developer. Lot owners must sod, irrigate and care for the boulevard area between their lot's sidewalk and street.

7. DEVELOPER OVERSIGHT. An Iron Horse Station Oversight Committee composed of three individuals may be appointed by the Iron Horse Station, LLC to enforce, oversee, and supervise the building and development of the subdivision. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member or members of the Committee, Iron Horse Station LLC., shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Oversight Committee shall be dissolved when the Homeowners Association is established.

8. FORMATION OF HOMEOWNERS ASSOCIATION. When eighty percent (80%) of the lots subject to this Declaration have been sold, the Homeowners Association shall be formed by the owners. The owners shall have the power to file Articles of Incorporation, form a Homeowners Association with Bylaws and record the documents with the Yellowstone County Clerk and Recorder.

9. MAINTENANCE. Upon purchase of a lot, maintenance fees of \$75.00 per lot will be assessed in January of each calendar year. Lot owners adjacent to any parkland, or the Nutting Drain, or East Maryland Lane, will be responsible for mowing and trimming those areas until Homeowners Association is in place.

10. TRAILS/SIDEWALKS/PATHWAYS. Trails, sidewalks and pathways provide access throughout the subdivision: Pedestrian traffic shall be limited to the trail system as much as possible. No motorized vehicles shall be allowed on trails, sidewalks and pathways in the Iron Horse Station Subdivision.

11. ARCHITECTURAL REVIEW.

(a) Architectural Review Committee. So long as Developer owns any of the above-described lots, or any Lots in Iron Horse Station which are hereafter subjected to the



provisions of this Declaration, Developer shall have the sole authority to appoint an Architectural Review Committee (ARC), to review any and all plans for homes or for improvements to any lot subject to this Declaration. The initial members of the ARC shall be Marvin Brown, Janet Brown, and Jeanna Fry. Upon sale of all lots by Developer and Iron Horse Station, LLC, the Association shall appoint the members of the ARC. Iron Horse Station, LLC, in its sole discretion, may elect to turn over its power to appoint the ARC members to the Association at any time prior to sale of all lots.

- (b) Required Plan Review. Except for homes and other improvements constructed by Iron Horse Station, LLC, no home or other improvement shall be erected, constructed, placed or maintained upon any lot, nor shall any remodeling, reconstruction or alteration of a building's exterior be made or continue to be made, unless and until the same has been approved in writing by the ARC. Owners must also obtain approval of the ARC to any changes to approved plans if those changes affect the exterior of the building or other exterior home or improvement.
- (c) Review Application. Before beginning the construction of any home or other improvement, and before beginning any alteration of an existing building's exterior, the person desiring to erect, construct, or modify the same shall submit to the ARC two sets of the following plans for the proposed home or other improvements, and any other information requested by the ARC.
- i. Site Plan: A site plan showing: 1) the location of all improvements including structures, fences, walls, driveways, parking areas, utilities, outbuildings, decks; and 2) existing topography and contour in relation to the proposed home or other improvement and cut and fill excavation requirements; and 3) other pertinent information relating to the home or other improvement.
 - ii. Building Plan: A building plan which shall consist of: 1) the Structures dimensions; and 2) elevation drawings or sketches of the exterior of the Structure(s); and 3) information concerning the exterior of the Structure(s) which shall indicate all exterior colors, materials and finishes, including roof, to be used.

The ARC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as it deems necessary for the purpose of reviewing the



3332549

Page: 9 of 12
05/12/2005 10:11A

application.

- (d) Basis of Approval. Approval by the ARC shall be based, among other things, on; a) conformity and harmony of external design with neighboring homes or other improvements, b) the effects of location of the proposed home or other improvements on neighboring Lots, c) relation of home or other improvements and finished ground elevations to existing topography and grades, d) the overall aesthetics of subdivision; and f) the conformity of Plans to the provisions of this Declaration.
- (e) Decision. The ARC shall render its decision with respect to an application within ten (10) days after the receipt of a complete application. The decision of the ARC can be in the form of an approval, a conditional approval, or denial and shall be in writing. A copy shall be mailed to the applying Owner, and to the Association's Board of Directors.
- (f) Non-Liability. Neither the ARC nor any member thereof, or the Developer or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ARC members of their duties and responsibilities by reason of a mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. The aforementioned parties will not make decisions on, and assume no responsibility for; a) the structural capacity, safety features, or building code compliance of any home and other improvement, b) whether or not the location of a proposed home and other improvement is free from possible geologic or natural hazards, or other possible hazards caused by conditions occurring either on or off the subject property, c) the internal operation or functional integrity of any home and other improvement, or d) any City of Laurel, Montana zoning ordinance or building code violations.

Every person who submits an application to the ARC, by submission of such an application, and every Owner by acceptance of a deed to any lot agrees not to bring any action or suit against the Association, its Board, members of the ARC, or the Developer or its owners, officers, employees, agents, successors or assigns to recover damages resulting from the architectural review process set forth herein.

The decisions of the ARC and the requirement to obtain



approval of the ARC may be enforced by the Development Oversight Committee, the Association, or by any Owner, by bringing an action for specific performance, or for an injunction, prohibitory or mandatory. Such actions shall be timely if brought within four months after it becomes apparent that an owner has not obtained the required approval or has deviated from the approved plans, whichever occurs later. In any such action, the prevailing party shall be entitled to recover from the losing party all costs and attorney fees incurred.

- (g) Homes Exempt From Review. Plans for homes to be constructed by Iron Horse Station, LLC shall not be subject to review by the ARC and Iron Horse Station, LLC need not submit its plans to the ARC.

12. RIGHT TO ENFORCE. The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, and assigns; and any and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees, and assigns, and with each of the owners of said lots, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding upon any corporation or person except in respect to breaches committed during its or his ownership of or interest in said land.

The owner or owners of any of the above lands, the Developer Oversight Committee and IRON HORSE STATION, LLC shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions set forth above, or hereafter imposed, in addition to the ordinary legal action for damages. The failure of the present owners, or the owner or owners of any above-described lot to enforce the restrictions herein set forth at the time of any violation thereof shall not be construed as a waiver of the right to do so. When the initial sale of all lots is completed, IRON HORSE STATION, LLC's right to enforce these restrictions is terminated.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other



provisions which shall remain in full force and effect.

The losing party in any action, lawsuit or arbitration proceeding brought to enforce these Restrictive Covenants shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. Costs and attorney fees shall be a lien on the property of the violating owner and may be foreclosed in the same manner as a construction lien.

13. AMENDMENT. These restrictions and maintenance obligations may be amended or rescinded, in whole or in part, and additional provisions added, only with written consent of at least sixty-six (66%) percent of the lot owners of lots subject to these restrictions and obligations. No amendment shall be effective until it is recorded in the office of the Yellowstone County Clerk and Recorder. Each lot has only one vote. Co-ownership or joint ownership of a lot shall be considered as having only one vote. If any lots are still owned by the original Developer, the consent of the original Developer is required to change the Restrictions and Covenants in whole or in part.

DATED this 11th day of May, 2005.

IRON HORSE STATION, LLC

BY: Martin J. Brown
Its: managing partner.

STATE OF MONTANA

County of Yellowstone

)
: ss.
)

This instrument was acknowledged before me on May 11, 2005, by IRON HORSE STATION, LLC.



(SEAL)

LAURA O'BRIEN
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires March 7, 2009

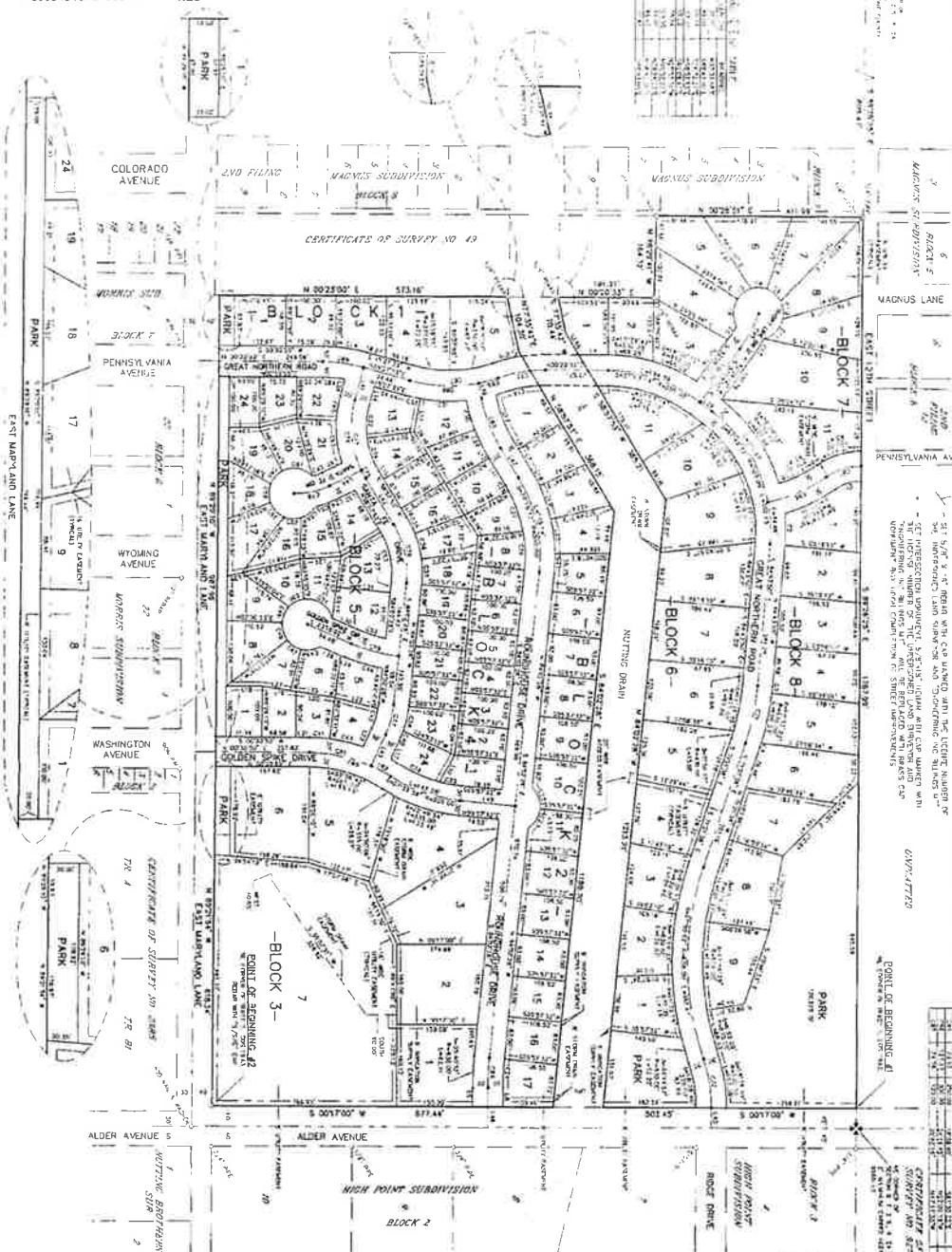
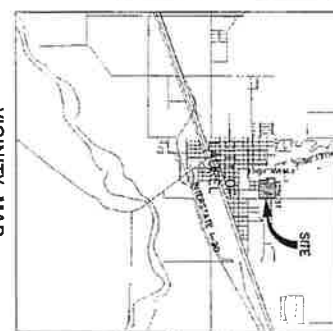
Laura O'Brien
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires March 7, 2005

PREPARED FOR: MARVIN BROWN
PREPARED BY: ENGINEERING, INC.
SCALE: 1" = 100'

PLAT OF
IRON HORSE STATION SUBDIVISION

AN ADDITION TO THE CITY OF LAUREL,
SITUATED IN THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M.
CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

BASIS OF BEARING; CERTIFICATE OF SURVEY No 1943

FEBRUARY, 2005
BILLINGS, MONTANA[illegible][illegible][illegible]

Sheet 1 of 2

Exhibit A

Return To:
Pedersen & Hardy, P.C.
1001 South 24th Street West, Suite 110
Billings MT 59102
File No. 34106



3374701
Page: 1 of 2
04/21/2006 02:45P

**FIRST AMENDMENT TO IRON HORSE STATION
SUBDIVISION DECLARATION OF USE RESTRICTIONS
AND COVENANTS**

THE UNDERSIGNED, being the owner of all of the lots in Iron Horse Station Subdivision, hereby amends the Declaration of Use Restrictions and Covenants recorded May 12, 2005, under Document No. 3332549, in the office of the Clerk and Recorder of Yellowstone County, Montana, as follows:

1. The following provision is hereby added to Section 3, Permissible Buildings:

Duplex and tri-plex buildings and the lots on which they are located may be subdivided or subjected to the provisions of the Montana Unit Ownership Act, as amended from time to time.

Duplex buildings are permitted on the following Lots:

Lots 1, 2 and 3, Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 2, of Iron Horse Station Subdivision, in the City of Laurel, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3330583.

Tri-plex buildings are permitted on the following Lots:

Lot 3, Block 1, of Iron Horse Station Subdivision, in the City of Laurel, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3330583.

2. The following is hereby added:
14. Headings. The headings used in these Use Restrictions and Covenants are for convenience only and shall not be deemed to limit the provisions of these Use Restrictions and Covenants.

Iron Horse Station Subdivision Declaration of Use Restrictions and



3374701

Page: 2 of 2
04/21/2006 02:45P

Covenants, as amended from time to time, applies to the following described real property in Yellowstone County, Montana:

Parcel 1:

A tract of land in Section 9, Township 2 South, Range 24 East, P.M.M., described as Tracts 1 and 2 of Certificate of Survey No. 1943, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1143464.

Excepting therefrom the Southerly 50 feet of Tract 1 and the Northerly 50 feet of Tract 2 conveyed to Nutting Drain District by Warranty Deed recorded June 10, 1931, in Book 159, Page 81, records of Yellowstone County, Montana.

Parcel 2:

Lots 1, 2 and 3, Block 1,

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 2,

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 4,

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 5,

of Iron Horse Station Subdivision, in the City of Laurel, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3330583.

In all other respects, the Declaration of Use Restrictions and Covenants for Iron Horse Station Subdivision described above, shall remain as written.

DATED this 18th day of April, 2006.

IRON HORSE STATION, LLC

BY:

Its:

Marvin J. Brown
partner/member

STATE OF MONTANA)

: ss.

County of Yellowstone)

This instrument was acknowledged before me on 18th day of April, 2006, by Marvin Brown as member of IRON HORSE STATION, LLC.



Jeanna S Fry

(print or type name of notary)

Notary Public for the State of Montana

Residing at Billings, Montana Park City

My Commission Expires June 1, 2009

Jeanna Fry
PO Box 80661
Billings, MT 59108

Stewart Title Company – Billings Division is
recording this document as a courtesy only;
therefore, no liability will be assumed.

**SECOND AMENDMENT TO
IRON HORSE STATION SUBDIVISION
DECLARATION OF USE RESTRICTIONS
AND COVENANTS**

**THIS SECOND AMENDMENT TO IRON HORSE STATION
SUBDIVISION DECLARATION OF USE RESTRICTIONS AND COVENANTS**
("Declaration") is made as of this 31st day of May, 2022, by **IRON HORSE
STATION, LLC**, P.O. Box 80661, Billings, MT 59108 ("Developer").

WITNESSETH:

WHEREAS, Developer executed and recorded a Declaration of Use Restrictions
and Covenants in the office of the Yellowstone County Clerk and Recorder as Document
No. 3332549.

WHEREAS, in Paragraph 4 of those Declarations, Developer provided that
Blocks 6, 7 and 8 of Iron Horse Station Subdivision were not subject to the restrictions
in the Declaration but Developer reserved the right amend the Declarations to subject
Blocks 6, 7 and 8 to the restrictions in the Declarations pursuant to MCA § 70-15-301.

WHEREAS, Developer is exercising its right to amend the Declarations to
subject Blocks 6, 7 and 8 to the restrictions in the Declarations and recorded this Second
Amendment to Iron Horse Station Subdivision Declaration of Use Restrictions and
Convents.

NOW, THEREFORE, Developer does hereby amend Paragraph 4 to provide
that Blocks 6, 7 and 8 of Iron Horse Station Subdivision are subject to the restrictions in
the Declaration.

Except as provided above, the remaining terms and conditions of the Declaration
shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Second
Amendment to Declaration the day and year first above written.

IRON HORSE STATION, LLC


By: Marvin Brown
Its: Managing Member

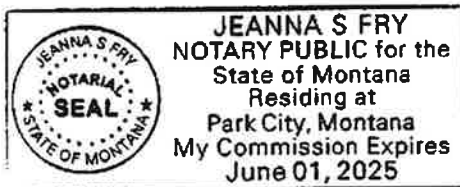
STATE OF MONTANA)

: ss.

County of Yellowstone)

On this 31st day of May, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared Marvin Brown, known to me to be the Member of **IRON HORSE STATION, LLC**, who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Jeanna SF
Notary Public for the State of Montana



APPENDIX



PREPARED FOR: MARVIN BROWN
 PREPARED BY: ENGINEERING, INC.
 SCALE: 1" = 100'

PLAT OF **IRON HORSE STATION SUBDIVISION** AN ADDITION TO THE CITY OF LAUREL, SITUATED IN THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M. CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

BASIS OF RECORD: CERTIFICATE OF SURVEY NO. 1943

FEBRUARY, 2005
 BILLINGS, MONTANA

100' 20' 0" 100' 20' 0" 100' 20' 0"

1. THIS PLAT OF THE IRON HORSE STATION SUBDIVISION, BEING A SUBDIVISION OF THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA, WAS PREPARED BY ENGINEERING, INC., A PROFESSIONAL ENGINEER, AND IS HEREBY SUBMITTED FOR RECORD TO THE CLERK OF DISTRICT COURT, COUNTY OF YELLOWSTONE, MONTANA, FOR RECORD AND INDEXING.

2. THE TOTAL AREA OF THE IRON HORSE STATION SUBDIVISION IS 100.00 ACRES, BEING THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

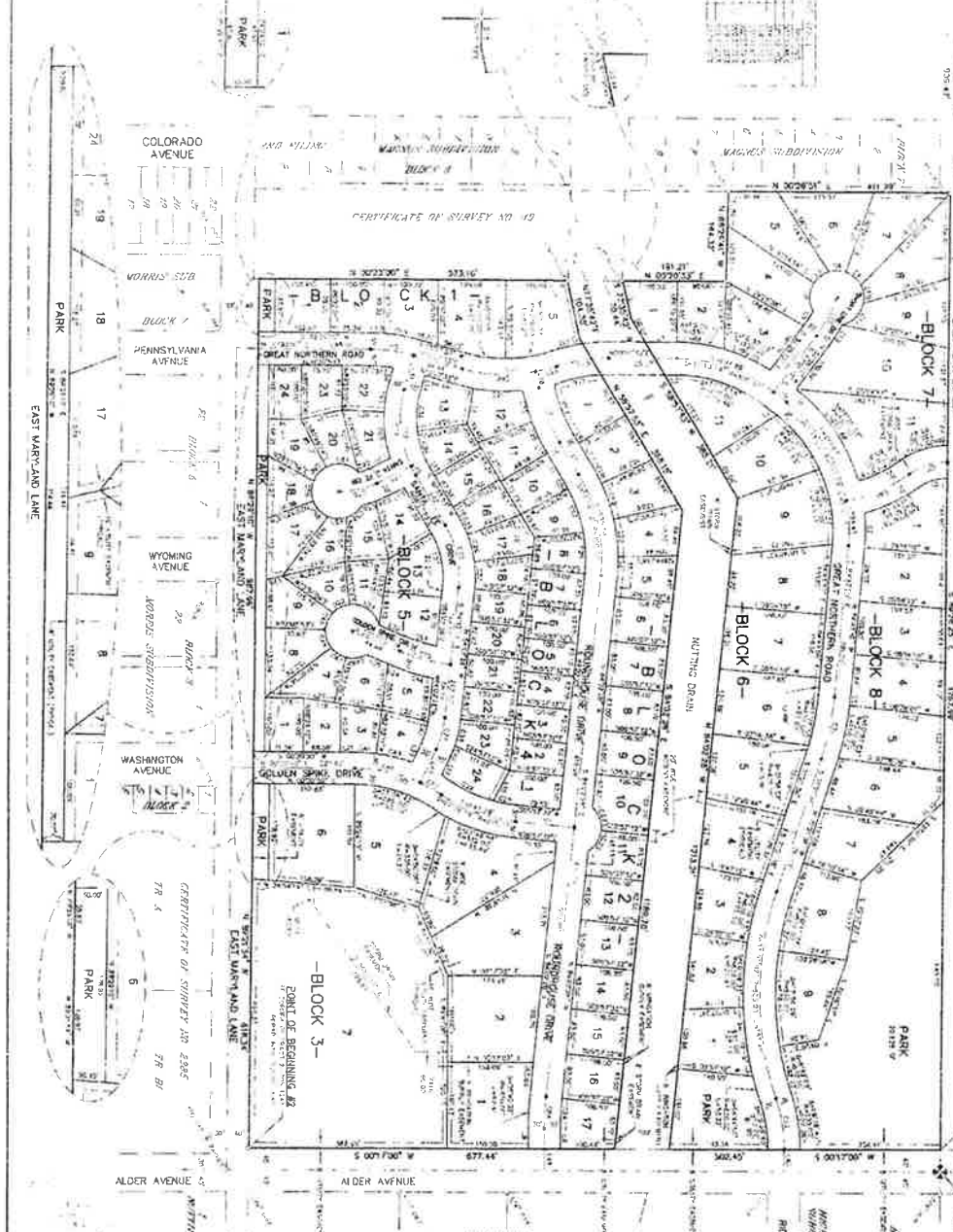
3. THE TOTAL AREA OF THE IRON HORSE STATION SUBDIVISION IS 100.00 ACRES, BEING THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

4. THE TOTAL AREA OF THE IRON HORSE STATION SUBDIVISION IS 100.00 ACRES, BEING THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

5. THE TOTAL AREA OF THE IRON HORSE STATION SUBDIVISION IS 100.00 ACRES, BEING THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

6. THE TOTAL AREA OF THE IRON HORSE STATION SUBDIVISION IS 100.00 ACRES, BEING THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

7. THE TOTAL AREA OF THE IRON HORSE STATION SUBDIVISION IS 100.00 ACRES, BEING THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.



Block	Lot	Area (Acres)	Owner
1	1	1.00	Marvin Brown
1	2	1.00	Marvin Brown
1	3	1.00	Marvin Brown
1	4	1.00	Marvin Brown
1	5	1.00	Marvin Brown
1	6	1.00	Marvin Brown
1	7	1.00	Marvin Brown
1	8	1.00	Marvin Brown
1	9	1.00	Marvin Brown
1	10	1.00	Marvin Brown
1	11	1.00	Marvin Brown
1	12	1.00	Marvin Brown
1	13	1.00	Marvin Brown
1	14	1.00	Marvin Brown
1	15	1.00	Marvin Brown
1	16	1.00	Marvin Brown
1	17	1.00	Marvin Brown
1	18	1.00	Marvin Brown
1	19	1.00	Marvin Brown
1	20	1.00	Marvin Brown
1	21	1.00	Marvin Brown
1	22	1.00	Marvin Brown
1	23	1.00	Marvin Brown
1	24	1.00	Marvin Brown
1	25	1.00	Marvin Brown
1	26	1.00	Marvin Brown
1	27	1.00	Marvin Brown
1	28	1.00	Marvin Brown
1	29	1.00	Marvin Brown
1	30	1.00	Marvin Brown
1	31	1.00	Marvin Brown
1	32	1.00	Marvin Brown
1	33	1.00	Marvin Brown
1	34	1.00	Marvin Brown
1	35	1.00	Marvin Brown
1	36	1.00	Marvin Brown
1	37	1.00	Marvin Brown
1	38	1.00	Marvin Brown
1	39	1.00	Marvin Brown
1	40	1.00	Marvin Brown
1	41	1.00	Marvin Brown
1	42	1.00	Marvin Brown
1	43	1.00	Marvin Brown
1	44	1.00	Marvin Brown
1	45	1.00	Marvin Brown
1	46	1.00	Marvin Brown
1	47	1.00	Marvin Brown
1	48	1.00	Marvin Brown
1	49	1.00	Marvin Brown
1	50	1.00	Marvin Brown
1	51	1.00	Marvin Brown
1	52	1.00	Marvin Brown
1	53	1.00	Marvin Brown
1	54	1.00	Marvin Brown
1	55	1.00	Marvin Brown
1	56	1.00	Marvin Brown
1	57	1.00	Marvin Brown
1	58	1.00	Marvin Brown
1	59	1.00	Marvin Brown
1	60	1.00	Marvin Brown
1	61	1.00	Marvin Brown
1	62	1.00	Marvin Brown
1	63	1.00	Marvin Brown
1	64	1.00	Marvin Brown
1	65	1.00	Marvin Brown
1	66	1.00	Marvin Brown
1	67	1.00	Marvin Brown
1	68	1.00	Marvin Brown
1	69	1.00	Marvin Brown
1	70	1.00	Marvin Brown
1	71	1.00	Marvin Brown
1	72	1.00	Marvin Brown
1	73	1.00	Marvin Brown
1	74	1.00	Marvin Brown
1	75	1.00	Marvin Brown
1	76	1.00	Marvin Brown
1	77	1.00	Marvin Brown
1	78	1.00	Marvin Brown
1	79	1.00	Marvin Brown
1	80	1.00	Marvin Brown
1	81	1.00	Marvin Brown
1	82	1.00	Marvin Brown
1	83	1.00	Marvin Brown
1	84	1.00	Marvin Brown
1	85	1.00	Marvin Brown
1	86	1.00	Marvin Brown
1	87	1.00	Marvin Brown
1	88	1.00	Marvin Brown
1	89	1.00	Marvin Brown
1	90	1.00	Marvin Brown
1	91	1.00	Marvin Brown
1	92	1.00	Marvin Brown
1	93	1.00	Marvin Brown
1	94	1.00	Marvin Brown
1	95	1.00	Marvin Brown
1	96	1.00	Marvin Brown
1	97	1.00	Marvin Brown
1	98	1.00	Marvin Brown
1	99	1.00	Marvin Brown
1	100	1.00	Marvin Brown

339803
 Sheet 1 of 2

IRON HORSE STATION SUBDIVISION

AN ADDITION TO THE CITY OF LAUREL,
SITUATED IN THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M.

PREPARED FOR: MARVIN BROWN
PREPARED BY: ENGINEERING, INC.
SCALE: 1" = 100'

FEBRUARY, 2005
BILLINGS, MONTANA

NOTICE OF PLANNING BOARD APPROVAL

The 2nd has been approved for filing by the C-3/Clearly Defined Matter and is the recommendations of the board.

CERTIFICATE OF LAUREL CITY ENGINEER'S OFFICE

I, _____, fully informed, authorized, and empowered by the undersigned, do hereby certify that the foregoing are true and correct copies of the original documents and that the same are true and correct copies of the original documents and that the same are true and correct copies of the original documents and that the same are true and correct copies of the original documents.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at _____, this _____ day of _____, 20____.

City Engineer's Office

The Subcommittee also has been informed and approved the Department's plan to increase its participation in the Department's

CERTIFICATE OF COUNTY TREASURER

[illegible]

CERTIFICAT. DE CITY ATTORNEY

This content not to be released by the Attorney General's Office in accordance with 18 USC 87(2)(D)

SEATTLE CITY COUNCIL, APPROVAL

[illegible]

CERTIFICATE OF DEDICATION

[illegible]

▲NC

[illegible]

IRON HOUSE STATION, 115

$$R^0 \rightarrow R^1 \xrightarrow{\gamma} R^2 \xrightarrow{\delta} R^3 \xrightarrow{\epsilon} R^4 \xrightarrow{\zeta} R^5$$
 $\frac{7}{5} \times \frac{4}{6}$ [illegible]

CERTIFICATE OF SURVEYING

[illegible]

1

[illegible]

LOCATED IN THE NE1/4 OF SECTION 9, T.2S., R.24E., P.14M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

PREPARATION OF THE

[illegible]

THE EFFECTS OF SELECTED ALL-CAUSE DEATHS AND THE FLOW-OF-WORK ACT ON WORKERS' WAGES

[illegible]

Chromolaena



RECEIVED
JAN 10 1967
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

100-388610

JAN 10 1967

572627



Michael J. ...

CLIQUE AND $J(\mathbf{u}, \mathbf{v}, \mathbf{w}) = 4.1116$ INCFE QUALITY

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

SP 4024325
QCD 4024526
Ease 4024527



SHEET 21 OF 22
AMENDED PLAT OF IRON HORSE STATION SUBDIVISION, BLOCKS 6, 7, AND 8
YELLOWSTONE COUNTY, THE CITY OF LAUREL

CERTIFICATE OF PLANNING BOARD APPROVAL

THE PRATICES ARE: (1) FOR THE FUTURE, THE FUTURE OF THE ECONOMY SHOULD BE THE FUTURE OF THE ECONOMY, AND (2) FOR THE FUTURE, THE FUTURE OF THE ECONOMY SHOULD BE THE FUTURE OF THE ECONOMY.

CERTIFICATE OF CITY COUNCIL APPROVAL

IN MATTERS WHEREON AN INDIVIDUAL HANDS AND THE SEAL OF THE CITY OF LAMAR, MONTANA THIS 19TH DAY OF July 1932

CERTIFICATE OF APPROVAL

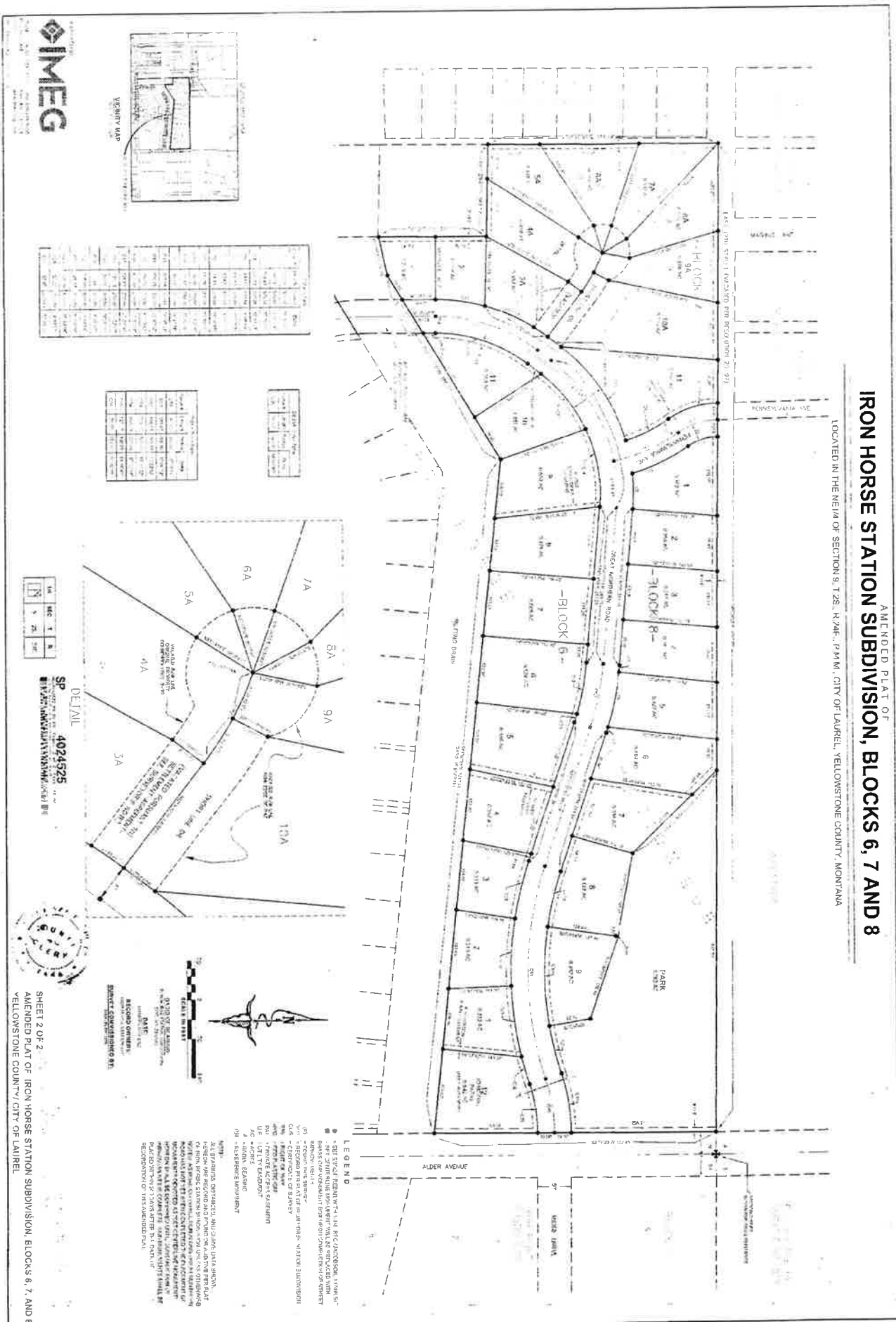
THEY CERTIFY THAT HAVE REVIEWED AND APPROVED THIS MENDED SUBDIVISION PLAT AND THAT THE LOTS ARE WITHIN THE CITY OF LAUREL HIGHTON, CERTIFY THAT HAVE REVIEWED AND APPROVED THIS MENDED SUBDIVISION PLAT AND THAT THE LOTS ARE WITHIN THE CITY OF LAUREL HIGHTON. THE LOTS ARE PROVIDED WITH WATER AND SEWER SERVICES BY THE LAUREL TOWN IN WATER DEPARTMENT.

EUROPEAN NO 1

[illegible]

AMENDED PLAT OF IRON HORSE STATION SUBDIVISION, BLOCKS 6, 7 AND 8

LOCATED IN THE NE 1/4 OF SECTION 9, T2S, R24E, JPM.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA



VENUE MAP



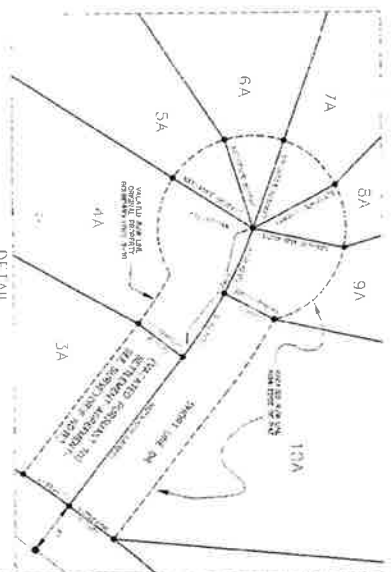
Block	Lot	Area (Acres)	Owner
6	1	0.10	...
6	2	0.10	...
6	3	0.10	...
6	4	0.10	...
6	5	0.10	...
6	6	0.10	...
6	7	0.10	...
6	8	0.10	...
6	9	0.10	...
6	10	0.10	...
7	1	0.10	...
7	2	0.10	...
7	3	0.10	...
7	4	0.10	...
7	5	0.10	...
7	6	0.10	...
7	7	0.10	...
7	8	0.10	...
7	9	0.10	...
7	10	0.10	...
8	1	0.10	...
8	2	0.10	...
8	3	0.10	...
8	4	0.10	...
8	5	0.10	...
8	6	0.10	...
8	7	0.10	...
8	8	0.10	...
8	9	0.10	...
8	10	0.10	...

Block	Lot	Area (Acres)	Owner
6	1	0.10	...
6	2	0.10	...
6	3	0.10	...
6	4	0.10	...
6	5	0.10	...
6	6	0.10	...
6	7	0.10	...
6	8	0.10	...
6	9	0.10	...
6	10	0.10	...

Block	Lot	Area (Acres)	Owner
6	1	0.10	...
6	2	0.10	...
6	3	0.10	...
6	4	0.10	...
6	5	0.10	...
6	6	0.10	...
6	7	0.10	...
6	8	0.10	...
6	9	0.10	...
6	10	0.10	...

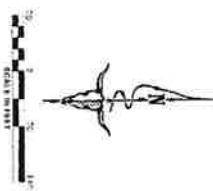
Block	Lot	Area (Acres)	Owner
6	1	0.10	...
6	2	0.10	...
6	3	0.10	...
6	4	0.10	...
6	5	0.10	...
6	6	0.10	...
6	7	0.10	...
6	8	0.10	...
6	9	0.10	...
6	10	0.10	...

SP 4024525
BETWEEN 1/2 SECTION 9 AND 1/2 SECTION 10



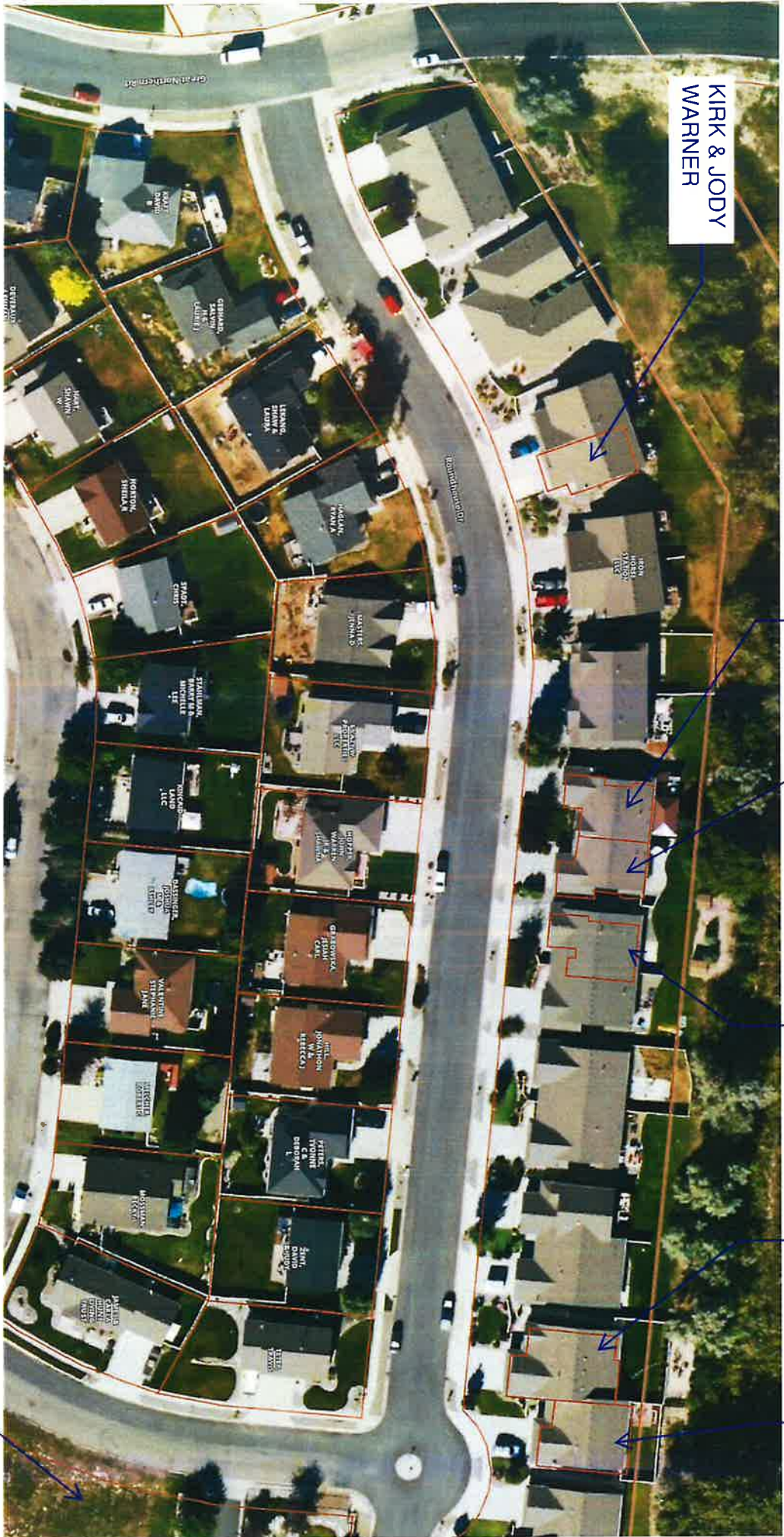
SHEET 2 OF 2
AMENDED PLAT OF IRON HORSE STATION SUBDIVISION, BLOCKS 6, 7, AND 8
YELLOWSTONE COUNTY/CITY OF LAUREL

RECORD OWNER
BETWEEN 1/2 SECTION 9 AND 1/2 SECTION 10



LEGEND

- 1. LOT BOUNDARIES
- 2. BLOCK BOUNDARIES
- 3. STREET BOUNDARIES
- 4. ALLEY BOUNDARIES
- 5. EASEMENTS
- 6. RIGHT-OF-WAY
- 7. UTILITY EASEMENTS
- 8. ACRES
- 9. TOTAL ACRES
- 10. TOTAL LOT AREA
- 11. TOTAL BLOCK AREA
- 12. TOTAL STREET AREA
- 13. TOTAL ALLEY AREA
- 14. TOTAL EASEMENT AREA
- 15. TOTAL RIGHT-OF-WAY AREA
- 16. TOTAL UTILITY EASEMENT AREA
- 17. TOTAL ACRES
- 18. TOTAL BLOCK AREA
- 19. TOTAL STREET AREA
- 20. TOTAL ALLEY AREA
- 21. TOTAL EASEMENT AREA
- 22. TOTAL RIGHT-OF-WAY AREA
- 23. TOTAL UTILITY EASEMENT AREA
- 24. TOTAL ACRES
- 25. TOTAL BLOCK AREA
- 26. TOTAL STREET AREA
- 27. TOTAL ALLEY AREA
- 28. TOTAL EASEMENT AREA
- 29. TOTAL RIGHT-OF-WAY AREA
- 30. TOTAL UTILITY EASEMENT AREA
- 31. TOTAL ACRES
- 32. TOTAL BLOCK AREA
- 33. TOTAL STREET AREA
- 34. TOTAL ALLEY AREA
- 35. TOTAL EASEMENT AREA
- 36. TOTAL RIGHT-OF-WAY AREA
- 37. TOTAL UTILITY EASEMENT AREA
- 38. TOTAL ACRES
- 39. TOTAL BLOCK AREA
- 40. TOTAL STREET AREA
- 41. TOTAL ALLEY AREA
- 42. TOTAL EASEMENT AREA
- 43. TOTAL RIGHT-OF-WAY AREA
- 44. TOTAL UTILITY EASEMENT AREA
- 45. TOTAL ACRES
- 46. TOTAL BLOCK AREA
- 47. TOTAL STREET AREA
- 48. TOTAL ALLEY AREA
- 49. TOTAL EASEMENT AREA
- 50. TOTAL RIGHT-OF-WAY AREA
- 51. TOTAL UTILITY EASEMENT AREA
- 52. TOTAL ACRES
- 53. TOTAL BLOCK AREA
- 54. TOTAL STREET AREA
- 55. TOTAL ALLEY AREA
- 56. TOTAL EASEMENT AREA
- 57. TOTAL RIGHT-OF-WAY AREA
- 58. TOTAL UTILITY EASEMENT AREA
- 59. TOTAL ACRES
- 60. TOTAL BLOCK AREA
- 61. TOTAL STREET AREA
- 62. TOTAL ALLEY AREA
- 63. TOTAL EASEMENT AREA
- 64. TOTAL RIGHT-OF-WAY AREA
- 65. TOTAL UTILITY EASEMENT AREA
- 66. TOTAL ACRES
- 67. TOTAL BLOCK AREA
- 68. TOTAL STREET AREA
- 69. TOTAL ALLEY AREA
- 70. TOTAL EASEMENT AREA
- 71. TOTAL RIGHT-OF-WAY AREA
- 72. TOTAL UTILITY EASEMENT AREA
- 73. TOTAL ACRES
- 74. TOTAL BLOCK AREA
- 75. TOTAL STREET AREA
- 76. TOTAL ALLEY AREA
- 77. TOTAL EASEMENT AREA
- 78. TOTAL RIGHT-OF-WAY AREA
- 79. TOTAL UTILITY EASEMENT AREA
- 80. TOTAL ACRES
- 81. TOTAL BLOCK AREA
- 82. TOTAL STREET AREA
- 83. TOTAL ALLEY AREA
- 84. TOTAL EASEMENT AREA
- 85. TOTAL RIGHT-OF-WAY AREA
- 86. TOTAL UTILITY EASEMENT AREA
- 87. TOTAL ACRES
- 88. TOTAL BLOCK AREA
- 89. TOTAL STREET AREA
- 90. TOTAL ALLEY AREA
- 91. TOTAL EASEMENT AREA
- 92. TOTAL RIGHT-OF-WAY AREA
- 93. TOTAL UTILITY EASEMENT AREA
- 94. TOTAL ACRES
- 95. TOTAL BLOCK AREA
- 96. TOTAL STREET AREA
- 97. TOTAL ALLEY AREA
- 98. TOTAL EASEMENT AREA
- 99. TOTAL RIGHT-OF-WAY AREA
- 100. TOTAL UTILITY EASEMENT AREA



KIRK & JODY
WARNER

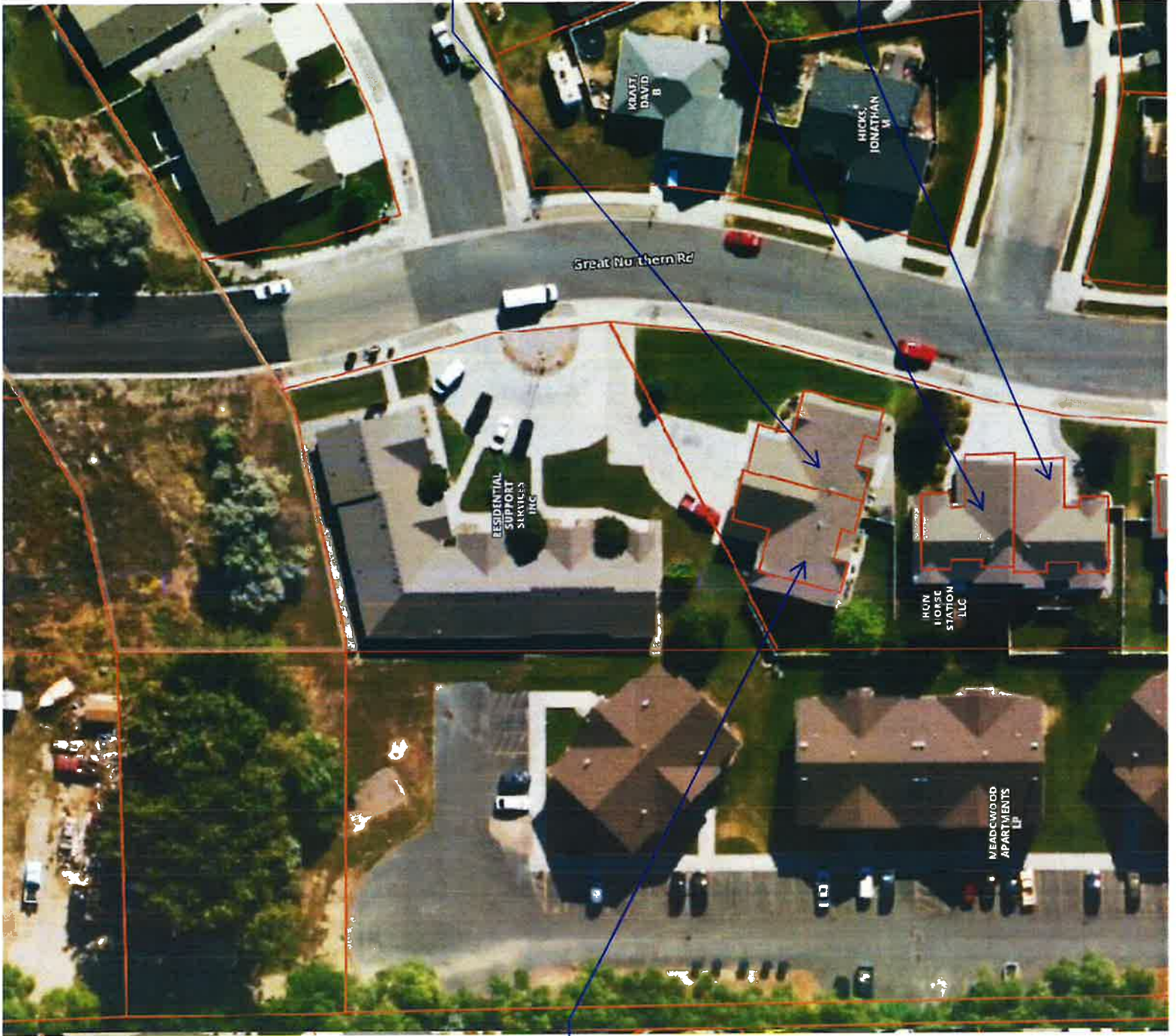
GERALD
THEIS

MANFRED
FABER

CALVIN &
MARLEN GRUBS

JUDITH ANNE
TIMOTHY &
BAUWENS,
TRUSTEE

SAINT JOHN'S
FOUNDATION



SHARMON
MCMILLEN

LARAY
MEARS

JOSHUA &
SAMANTHA
BISTLINE

ROBERT &
JOYCE
BRATHOLE

Great Northern Rd

W. 10th St

10th St

RESIDENTIAL
SUPPORT
SERVICES
LLC

IRON
HORSE
STATION
LLC

MEADOWWOOD
APARTMENTS
LP

KRAFT,
DAVID
B

HICKS,
JONATHAN
M

File Attachments for Item:

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

RESOLUTION NO. R25-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
DONAHUE ROOFING & SIDING LLC.**

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

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

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

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

APPROVED by the Mayor on the 23rd day of September 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 23rd day of September, 2025, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Donahue Roofing & Siding LLC, a contractor licensed to conduct business in the State of Montana, whose address is 3970 Avenue D Suite D, Billings, MT 59102, 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 9, 2025, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor fifty-five thousand two hundred sixty-seven dollars and thirty-seven cents (\$55,267.37) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FIVE INDEMNITY AND INSURANCE

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

SECTION SIX COMPLIANCE WITH LAWS

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

SECTION SEVEN NONDISCRIMINATION

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

SECTION EIGHT DEFAULT

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

SECTION NINE TERMINATION

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

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

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

SECTION ELEVEN
ATTORNEY FEES

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

SECTION TWELVE
ENTIRE AGREEMENT

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

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

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

SECTION FOURTEEN
SEVERABILITY

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

SECTION FIFTEEN
PARAGRAPH HEADINGS

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 23rd DAY OF SEPTEMBER 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Donahue Roofing & Siding LLC

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

EPDM ROOF ESTIMATE

SEP 08, 2025

Donahue
ROOFING & SIDING LLC



CITY OF LAUREL

waterplant@laurel.mt.gov

802 Sewer Plant Rd

Laurel, MT

59044

Montana Roofing
ASSOCIATION

donahuerooting@gmail.com
4062485428

ENSURING A PERFECT PLAN AND PROCESS.

Hi HP,

Thank you for considering us for the repairs to your building. Below you will find the estimate for the project, along with some optional upgrade options for potential improvements.

The estimate includes the following:

1. Clean existing roofing thoroughly and prepare it to receive the new membrane
2. Supply and installation of new materials
3. Complete cleanup of the work area
4. Full safety setup and compliance with property requirements
5. Assigned Project Manager dedicated to your project
6. Manufacturer's audit of all completed work
7. 20-year material warranty

We prioritize safety and want to ensure you are not personally liable in case of any worker injuries. That's why we maintain a rigorous safety program, provide workers' compensation coverage for all employees, and carry \$2 million in liability insurance.

Once the job is finished, your Project Manager, along with a qualified commercial roofing inspector from the manufacturer, will conduct a thorough quality control audit. This ensures that your project meets our strict standards and is eligible for warranty approval. Rest assured, we will also ensure that the site is left spotless.

If you have any questions, please don't hesitate to give me a call. We always strive to provide the best value to our clients. If our estimate is outside of your budget, please let me know, and we will do our best to accommodate your needs.

Kind regards,

Mitch Donahue
donahueroofing@gmail.com
4062485428

ABOUT US

I'm Mitch Donahue, owner and founder of Donahue Roofing & Siding. My wife, Melissa, and I started the company in 1997, when our kids were just toddlers - now our son, Dylan, is helping to run the place!

We have built a team atmosphere here and we're proud of what we do - and what we do is make happy customers.

We proudly maintain an A+ rating with the Better Business Bureau. We believe when it comes to your property, you deserve expertise, reliability, and quality. That's exactly what Donahue Roofing & Siding brings to the table.



Why Choose Us?

- **A Local Billings Roofing Contractor** - We take pride in being a trusted name in Billings and beyond. Supporting local homeowners and businesses is what we do best.
- **Lifetime Warranties** - With our lifetime warranties, you can have total confidence in the longevity and quality of your roofing investment.
- **Owens Corning Platinum Preferred Contractor** - This prestigious partnership allows us to provide our clients with the best roofing products, combined with exclusive warranties.
- **Insurance Claims Assistance** - We simplify the insurance claim process by working with your provider to get repairs covered quickly.
- **Affordable Financing Options** - Making roofing solutions more accessible is a priority for us. That's why we offer various financing plans to fit your budget.

Our Process

At Donahue Roofing & Siding, every project follows a clear, streamlined process designed to keep things simple for you.



✓ Contact

Reach out to us to schedule your free inspection or project estimate.

✓ Consultation

One of our expert team members will assess your property and provide tailored recommendations.

✓ Installation

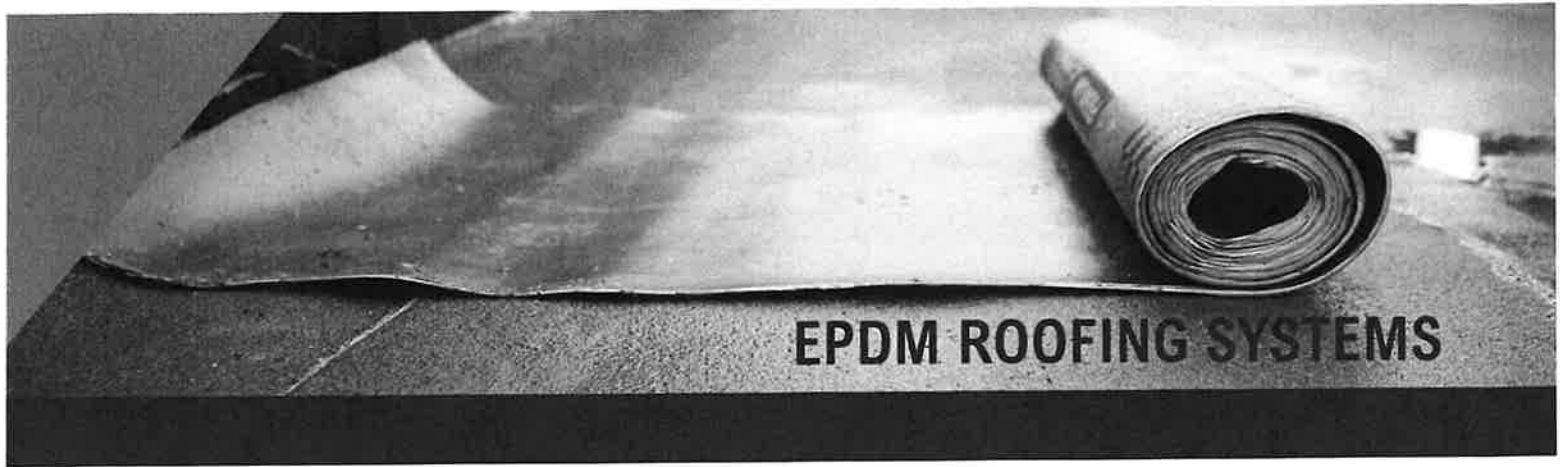
We show up on schedule to complete the work efficiently and to the highest standard.

✓ Clean-Up

We don't leave a mess behind. Our crew ensures your property is spotless when the job is done.

✓ Commitment

Rest easy knowing our work is backed by lifetime warranties and your satisfaction is always guaranteed.



EPDM is an extremely durable synthetic rubber roofing membrane that is used worldwide. EPDM is available in both black and white and is sold in a variety of widths and thicknesses. Its superior durability and cost-effectiveness are part of what makes EPDM one of the most popular flat roof systems installed in the U.S. today.



Durability.

EPDM roofing is known for its exceptional durability and longevity. It can last for up to 50 years with proper maintenance, making it a cost-effective roofing option in the long run.



Energy Efficiency.

The rubber material used for EPDM roofing is a good insulator. One of the main advantages of using EPDM roofs is that they keep your building warm in the winter and cool in the summer.



UV Resistance.

EPDM roofing is resistant to weather, UV rays, and extreme temperatures, making it ideal for areas with harsh weather conditions.

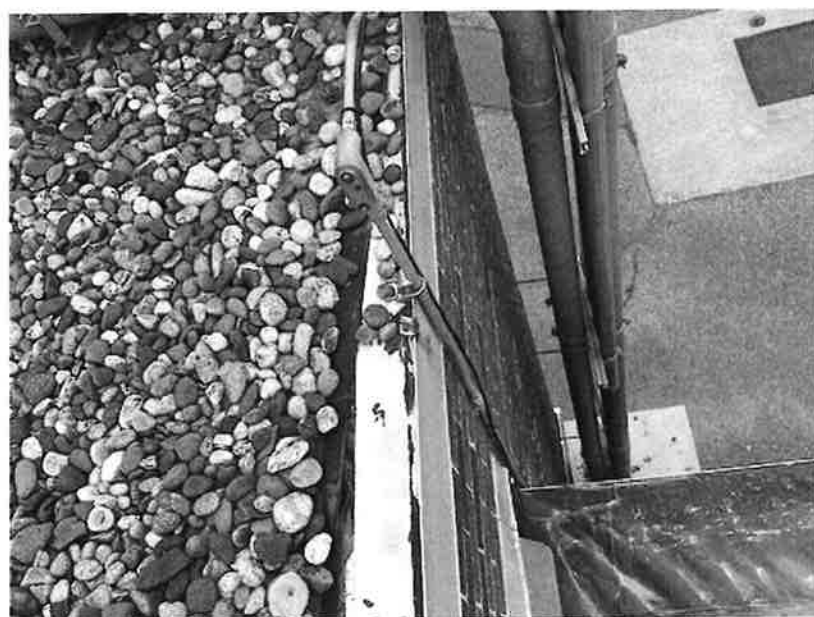
INSPECTION

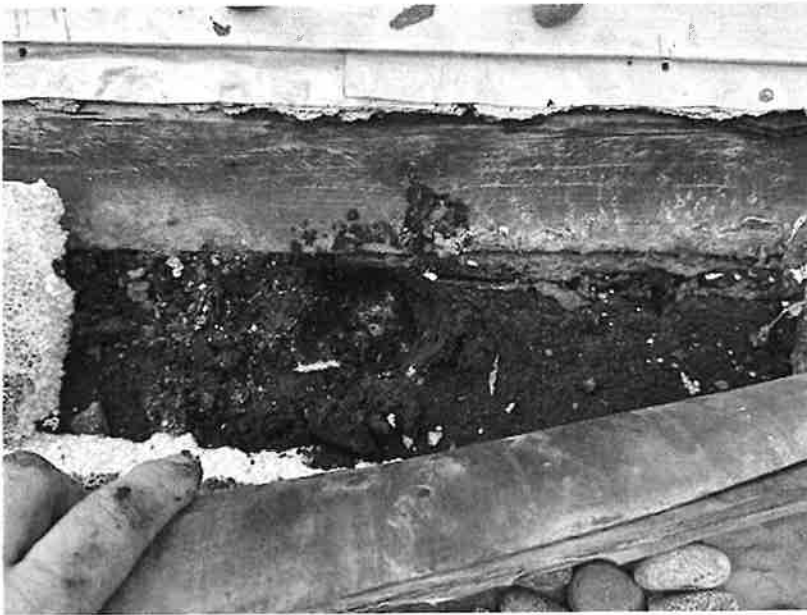












EPDM COMMERCIAL ROOF SYSTEM

Description

Commercial (Roofing) - EPDM Roof System

EPDM Roofing System Overview & Benefits

Ethylene Propylene Diene Monomer (EPDM) Roofing is a proven, highly durable single-ply membrane system ideal for low-slope commercial roofs.

Benefits of EPDM Roofing:

Exceptional Longevity: Service life of 30+ years with proper maintenance.

Superior Weather Resistance: Excellent performance against UV, ozone, hail, and thermal cycling.

Low Maintenance: Minimal upkeep compared to built-up or modified bitumen systems.

Flexibility in Cold Temperatures: Remains pliable even in subzero conditions.

Energy Efficiency: Installed over high R-value insulation for significant energy savings.

Environmentally Friendly: Recyclable materials and low VOC adhesives available.

Proven Track Record: Over 50 years of success across millions of square feet installed.

Safety Requirements and Building Code Compliance

SAFETY FLAGS AND EQUIPMENT ROOF LOAD

Setup all Safety flags and load onto roof all equipment needed to perform the roof system installation

FALL PROTECTION

Setup all proper fall protection and restraints per OSHA standards

BUILDING CODE COMPLIANCE

All roof work will be performed in compliance with local city and International building codes specifications

SAFETY REQUIREMENTS

Crews will maintain safety requirements at all times during the construction process and are licensed and insured

Details of roof system installation is as follows:

1 Roof Deck Preparation

Inspect the structural deck for moisture, debris, and damage.

Clean and prepare the substrate for new materials.

Install a 6-mil polyethylene vapor barrier over the deck to prevent condensation.

2 Polyisocyanurate Insulation

Mechanically attach R-30 polyisocyanurate rigid insulation boards in staggered rows.

Create positive slope to drains as needed with tapered insulation packages.

3 High-Density Cover Board

Install 1/2" high-density cover board (glass-faced gypsum) over insulation.

This layer improves compressive strength, protects insulation, and enhances fire resistance.

4 Membrane Layout & Placement

Roll out 60-mil reinforced EPDM membrane sheets across the prepared substrate.

Allow membrane to relax to remove wrinkles.

5 Adhesion & Securement

Re-use rock ballast for fastening and to save money.

6 Seaming & Detailing

Tape-seal all field seams, T-joints, and lap edges.

Install pre-formed flashing boots at penetrations and corner details.

Apply lap sealant to all exposed seams for watertight integrity.

7 Edge Metal & Terminations

Install prefabricated perimeter edge metal and coping caps per manufacturer guidelines.

Terminate membrane with termination bars and sealant beads at walls and curbs.

8 Final Inspection & Warranty Registration

Perform quality control inspections of all seams, flashings, and securement.

Clean the roof surface.

Register the system for a 20-Year Manufacturer's Warranty covering materials and labor.

System Summary:

60-mil Reinforced EPDM Membrane

R-30 Polyisocyanurate Insulation

1/2" HD Cover Board

Ballasted with existing rock

20-Year NDL (No Dollar Limit) Warranty

Estimate subtotal	\$55,267.37
Total	\$55,267.37

Although the insulation is on this quote as an optional upgrade, it will be neccessary in order to meet building codes. I told you that I would have it separated out so that is why I did it that way. For the money, the warranty is well worth it as well. Thank you for the opportunity to bid your project!

AUTHORIZATION PAGE

EPDM Commercial Roof System

\$55,267.37

Name: HP Nuernberger

Address: 802 Sewer Plant Rd, Laurel, MT

Estimates valid for 30 days from date of estimate

EXTENDED WARRANTY

Description		Line total
<input type="checkbox"/> 20-YEAR NDL WARRANTY		\$882.00
WARRANTY FEE FOR A 20-YEAR NO-DOLLAR-LIMIT SYSTEM WARRANTY FROM MULEHIDE		
<input type="checkbox"/> Mule-Hide Polyiso Flat Roof Insulation		\$22,733.27
Mule-Hide Polyiso Flat Roof Insulation (5.6" R-30)		

Customer Comments / Notes

HP Nuernberger:

Date:

TERMS AND CONDITIONS

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. You may contact your consumer affairs office for more information. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or personal delivery.

I understand that if roof rot is discovered during tear-off DONAHUE ROOFING & SIDING, LLC reserves the right to replace sheathing and bill me up to \$200 in addition to the estimated cost below without notifying me in advance. DONAHUE ROOFING & SIDING, LLC will call me for authorization if wood replacement will exceed \$200.

I understand that I must remove items from the interior walls of my building that may be damaged or fall due to vibrations from the loading/installation of shingles onto my roof (if applicable), or installation of siding. DONAHUE ROOFING & SIDING, LLC is not liable for such damages.

I understand that minor stucco/siding damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. DONAHUE ROOFING & SIDING, LLC is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, DONAHUE ROOFING & SIDING, LLC provides a 5-year Workmanship Warranty on portions of the project in which DONAHUE ROOFING & SIDING, LLC fully replaced any existing products.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize DONAHUE ROOFING & SIDING, LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after 15 days will be subject to a 2% per month interest charge.

I understand that approval of my estimate is subject to customer credit approval by DONAHUE ROOFING & SIDING, LLC. I agree that DONAHUE ROOFING & SIDING, LLC may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.

I acknowledge that I have read and understand this page. Initials: _____