



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, DECEMBER 09, 2025
6:30 PM
COUNCIL CHAMBERS**

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approve the Minutes of November 25, 2025.

Correspondence

2. Police Monthly Report - November 2025

Council Disclosure of Ex Parte Communications

Public Hearing

3. Budget Amendment FY 2025-2026

Consent Items

NOTICE TO THE PUBLIC

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

4. Claims entered through December 5, 2025.
5. Approval of Payroll Register for PPE 11/23/2025 totaling \$282,499.82.
6. Clerk/Treasurer Financial Statements for November 2025.

Ceremonial Calendar

Reports of Boards and Commissions

7. Budget/Finance Committee Minutes of November 28, 2025.
8. Laurel Urban Renewal Agency Minutes of November 24, 2025.
9. Laurel Airport Authority Minutes of November 12, 2025.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

- [10.](#) Resolution No. R25-100: Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Beartooth Resource Conservation & Development Area, Inc.
- [11.](#) Resolution No. R25-101: A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2025-2026 Budget.
- [12.](#) Resolution No. R25-102: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Donahue Roofing & Siding LLC.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

File Attachments for Item:

1. Approve the Minutes of November 25, 2025.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

November 25, 2025

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on November 25, 2025.

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

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Brittney Harakal, Administrative Assistant

Mayor Waggoner led the Pledge of Allegiance to the American flag.

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of November 10, 2025, as presented, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

CORRESPONDENCE:

- Fire Monthly Report – October 2025
- Beartooth RC&D November Correspondence
- Mize Resignation from Tree/Park Board

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through November 21, 2025.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of October 2025.**
- **Approval of Payroll Register for PPE 11/9/2025 totaling \$278,486.02.**
- **Council Workshop Minutes of November 18, 2025.**

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of November 10, 2025.
- Laurel Airport Authority Minutes of November 12, 2025.
- Revised Tree/Park Board Minutes of October 2, 2025.
- Tree/Park Board Minutes of November 5, 2025.
- Public Works Committee Minutes of October 20, 2025.
- City/County Planning Board Minutes of October 15, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Shane Lacasse to the Emergency Services Committee.**

Motion by Council Member Wheeler to approve the Mayor's appointment of Shane Lacasse to the Emergency Services Committee, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

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

Motion by Council Member Mackay to approve Resolution No. R25-95, seconded by Council Member Klose. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

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

Motion by Council Member Mize to approve Resolution No. R25-96, seconded by Council Member Canape. There was no public comment.

It was questioned how the public would be notified that the wood is available. It was clarified that once the tree is removed, a Facebook post will be made notifying the public that they can collect the wood.

A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

- **Resolution No. R25-97: A Resolution Of The City Council Declaring Certain City Of Laurel Property As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.**

Motion by Council Member Canape to approve Resolution No. R25-97, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

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

Motion by Council Member Banks to approve Resolution No. R25-98, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

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

Motion by Council Member Klose to approve Resolution No. R25-99, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

A group is planning a Music Festival for next July. They would like to close the campground. It was clarified that the group will need to obtain a special event permit and a resolution to close the campground for those days.

DRAFT

DRAFT

MAYOR UPDATES:

The Jersey Mikes fundraiser was successful, raising \$8500 for the new ambulance.

Mayor Waggoner reminded Council that the guitar fundraiser is still ongoing.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Sparks to adjourn the Council meeting, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 6:43 p.m.


Brittney Haraka, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 9th day of December 2025.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

2. Police Monthly Report - November 2025



Laurel Police Department

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

Total Calls City Council

Printed on December 1, 2025

[CFS Date/Time] is between '2025-10-27 12:00' and '2025-11-24 11:59' and

[Primary Incident Code->Code : Description] All

Code : Description

Totals

10-15 : With Prisoner	1	1
: Abandoned Vehicle	31	31
: Agency Assist	53	53
: Alarm - Burglary	22	22
: Alarm - Fire	0	0
AMB : Ambulance	95	95
: Animal Complaint	5	5
: Area Check	4	4
: Assault	0	0
: Bad Checks	0	0
: Barking Dog	1	1
: Bomb Threat	0	0
: Burglary	1	1
: Child Abuse/Neglect	2	2
: Civil Complaint	8	8
: Code Enforcment Violation	2	2
: Community Integrated Health	1	1

Code : Description	Totals	
: Counterfeiting	1	1
: Criminal Mischief	9	9
: Criminal Trespass	10	10
: Cruelty to Animals	0	0
: Curfew Violation	6	6
: Discharge Firearm	4	4
: Disorderly Conduct	5	5
: Dog at Large	17	17
: Dog Bite	5	5
DUI : DUI Driver	6	6
: Duplicate Call	3	3
: Escape	0	0
: Family Disturbance	18	18
: Fight	2	2
FIRE : Fire or Smoke	17	17
: Fireworks	0	0
: Forgery	0	0
: Found Property	5	5
: Fraud	6	6
: Harassment	3	3
: Hit & Run	2	2

Code : Description		Totals	
:	ICAC	1	1
:	Identity Theft	2	2
:	Indecent Exposure	0	0
:	Insecure Premises	4	4
:	Intoxicated Pedestrian	2	2
:	Kidnapping	0	0
:	Littering	0	0
:	Loitering	1	1
:	Lost or Stray Animal	13	13
:	Lost Property	5	5
:	Mental Health	7	7
:	Missing Person	5	5
:	Noise Complaint	1	1
:	Open Container	0	0
:	Order of Protection Violation	2	2
:	Parking Complaint	8	8
:	Possession of Alcohol	0	0
:	Possession of Drugs	0	0
:	Possession of Tobacco	2	2
:	Privacy in Communications	0	0
:	Prowler	0	0

Code : Description	Totals	
: Public Assist	44	44
: Public Safety Complaint	7	7
: Public Works Call	5	5
: Report Not Needed	3	3
: Robbery	0	0
: Runaway Juvenile	5	5
: Sexual Assault	5	5
: Suicide	0	0
: Suicide - Attempt	3	3
: Suicide - Threat	4	4
: Suspicious Activity	47	47
: Suspicious Person	12	12
: Theft	26	26
: Threats	6	6
: Tow Call	2	2
: Traffic Accident	15	15
: Traffic Hazard	4	4
: Traffic Incident	9	9
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	63	63

Code : Description	Totals	
: Unattended Death	1	1
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	2	2
: Warrant	6	6
: Welfare Check	15	15
Totals	682	682

File Attachments for Item:

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

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, November 25, 2025**

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

Others Present: Kelly Strecker, David Waggoner

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

Public Input: There was no public comment.

General Items –

1. Review and approve November 10, 2025, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of November 10, 2025. Casey Wheeler seconded the motion. With no objection, the minutes of November 10, 2025, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. Kelly presented a purchase requisition for Matt Wheeler as he could not be present at the meeting. The requisition is to repair the blowers at the Sewer Plant. The quote is for a two-day site visit by Aerzen to perform an inspection and recalibration components on the three turbo blowers at a cost of \$6,150.00. The additional cost of \$703.70 and \$3,014.69 is to replace an HMI screen on one of the blowers that is no longer functional. Once the Aerzen tech has completed the inspection he will provide a list of parts to be replaced on the blowers for preventative maintenance. They will need to have the tech do a second site visit along with the recommended parts to be replaced. Heidi Sparks moved to approve the purchase requisition to repair the blowers at the Sewer Plant. Michelle Mize seconded the motion. With no objection, the purchase requisition was approved.
3. Review and recommend approval to Council; claims entered through November 21, 2025. Heidi Sparks moved to approve the claims and check register for claims entered through November 21, 2025. Casey Wheeler seconded the motion. With no objection, the claims and check register of November 21, 2025, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending November 9, 2025, totaling \$278,486.02. Heidi Sparks motioned to approve the payroll register for the pay period ending November 9, 2025, totaling \$278,486.02. Casey Wheeler seconded the motion. With no objection, the payroll register for November 9, 2025, was approved. There was no public comment.

New Business – None

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending November 9, 2025.
2. Mayor Update – The mayor stated that the fundraiser for the new Ambulance through Jersey Mike's raised \$8,500.00
3. Clerk/Treasurer Financial Update-Kelly stated that so far this year Riverside Park brought in revenues of \$15,947.00 with last year's revenue totaling \$31,234.00. The septic haul station has brought in \$33,509.00 with last year total revenue being \$85,506. Kelly stated that since the general fund is absorbing the Local Option Tax this year, the revenue so far is \$104,561.46.

Announcements –

1. The next Budget and Finance Committee meeting will be held on December 9, 2025, at 5:30 pm.
2. Casey Wheeler is scheduled to review the claims for the next meeting.

Meeting Adjourned at 6:03 p.m.

Respectfully submitted,



Kelly Streckler

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

File Attachments for Item:

8. Laurel Urban Renewal Agency Minutes of November 24, 2025.



**MINUTES
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
MONDAY, NOVEMBER 24 , 2025
11:00 AM
CITY BOARDROOM**

A LAUREL URBAN RENEWAL AGENCY meeting was held in City Boardroom and called to order by Cami Story at 10:00 p.m. on November 24th, 2025

COMMITTEE MEMBERS PRESENT:

x	Judy Goldsby	x	Dean Rankin
x	Cami Story	x	Daniel Klein
x	Cheryl Hill	x	Peggy Pollock

OTHERS PRESENT:

x	CM Advisory&/or Myrna Beartooth RC&D
x	Forrest Sanderson
	Doug Whitney
	Kurt Markegard
	Triple Tree
x	Diane Lehm &/or Advisory

General Items:

Roll Call

Approval of Minutes – All amended minutes were approved Judy and 2nd by Daniel – all in favor

New Business:

Ditch Covering: Waiting on insurance - contract is done.

SE 4th Lighting: Cost analysis is complete SID will be sent out to owners after Thanksgiving. Forrest will set up a zoom meeting and in person meeting for the land owners to see and hear the full plans.

Street lighting district still needs to be finalized and approved.

Future Projects: Committee discussed several projects both big and small to move forward with.

Some ideas but not in any particular order:

- RR crossing repair on East Railroad
- 1st Ave Lighting & continue lighting on Main St.
- Parking lot on RR property (southside of Main St. & possibly SW corner)

Dean R. said he would reach out to Fox lumber and talk to them about partnering with the RR crossing repair.

Old Business:

Update on Project 1: Waiting to hear back from MDT

Other updates:

Big Sky EDA– There were many application sent in for the board.

Beartooth RC&D – Myrna talked more about the Main st. community grant

Announcements: Next meeting will be Nov 10th, 2025

Adjourn Meeting: Cheryl made a motion to adjourn the meeting Judy 2nd at 12:00

Respectfully submitted,

Cheryl Hill

Cheryl Hill - LURA Secretary

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TRIPLE TREE ENGINEERING



**Task Order #5 – LURA Project #2 Design, Permitting, Bidding, and Construction Administration
(Bernhardt Ditches)**

- Design Updates:
 - Completed 95% Design and submitted for review 09/15/2025.
 - Working through structural details.
- Schedule:
 - 95% Design – Submitted September 15, 2025
 - 100% Design – October 1, 2025
 - Bidding – October 2025
 - Construction – Begin November 2025
- Budget:
 - Contracted - \$40,000
 - Billed to Date - \$4,387.50

Task Order #6 – SID Lighting Cost Analysis

- Study report in progress.
- Finishing up final numbers on the project estimates.
- Schedule:
 - Submit 99% Report & Estimates for client review by end of day 09/16/2025
 - Will make any updates as necessary pending comments from client.
- Budget:
 - Contracted - \$3,900
 - Billed – None to Date.

Thank you again, and please call me anytime at (406) 461-7856 if you have any questions or need additional information.

Sincerely,

Triple Tree Engineering, Inc.

Douglas C. Tamcke, P.E., Project Manager

File Attachments for Item:

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



LAA Board Meeting Minutes

November 12, 2025 (6 pm)

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

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

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

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

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

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

KLJ Engineering:

- 1. Master Plan and Construction Report/Airport Maintenance Report** (KLJ has provided a written summary of 6S8 related activities and project status See immediately below)

WORK IN PROGRESS

Laurel Airport Master Plan Update

KLJ # 2105-00217 AIP 3-30-0047-024-2022

KLJ has completed the Airport Master Plan (AMP) and Airport Layout Plan (ALP) updates, and the ALP has received FAA approval. KLJ will now proceed into the project closeout phase to finalize all activities associated with the grant.

Laurel Pavement Maintenance

KLJ #2305-01826 AIG #3-30-0047-025-2024

American Road Maintenance of Tucson, Arizona, served as the contractor for the project. The project has reached full completion, and final acceptance has been executed by all parties. KLJ has prepared the project closeout report and has submitted a draft version to the Helena ADO

for review. Additionally, the grant amendment letter, signed by the Airport Board Chair, was submitted in early October for approval. Upon approval of the grant amendment, Pay Estimate No. 3 will serve as the final payment, thereby completing all financial obligations to the contractor.

Laurel Access Road - Design and Construction

KLJ #2405-01024 AIG #3-30-0047-0026-2025

The Project is in the planning phases; construction is planned for the summer of 2026 on a separate grant. Currently Design is 75% completed. Design staff will continue to work on the design to be ready for bidding in late winter or early spring.

OTHER ITEMS

KLJ #2405-01024 Access Road Final Design & CACO for 2026. MDT Aero Draft grant application has been completed and submitted to the MDT Aeronautics Board.

ITEMS REQUIRING ACTION BY CITY/AIRPORT

- Completion of ARM PayEst 2
- Completion of Outlay's Outlay 5 (2305-01826 - PavMx)
- Outlay 6 (2305-01826 - PavMx)
- Outlay 1 (2405-01024 – Access Road Design)
- Outlay 2 (2405-01024 – Access Road Design)

ITEMS REQUIRING ACTION BY MT Aeronautics

State Fiscal Year 2025 Grant Closeout has been submitted to Aero for PavMx and AWOS Ceilometer. Awaiting Closeout confirmation.

2. Discuss and approve, **redirecting MDT funds from grass runway project to Main RW (4 – 22) project** (Justin Zindell of KLJ needs approval from us by Friday the 14th.) A motion made by Jim Wise and seconded by Doug Myers and passed by unanimous consent to redirect funding intended for grass RW project towards RW 4-22 project.

New Business:

1. Discuss and approve: **Rural Broadband** of Billings coming out to install internet service for us on Friday 11/14 at 9/am. Their service will replace that of current provider WispWest. John Roberts is willing to come out to assist. A motion made by Gary Blain and seconded by Jim Wise and passed by unanimous consent to move forward on project as currently scheduled.
2. Discuss and approve ... an **“official” waiting list regarding lots on Cory**. Doug has put together a list of applicants (by date of interest expressed) for each lot. A motion made by Gary Blain and seconded by Randy Hand and passed by unanimous consent to accept waiting list as currently configured:

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

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

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

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

3. Discussion re **KLJ required criteria for building of lots on Cory**. Motion made by Gary Blain and seconded by Doug Myers and passed by unanimous consent to accept plan forward: KLJ needs to survey lots to confirm corners and confirm max bldg. sizes of 60' wide by 70' deep. Hangar surveys and topo survey be done. All grading and building design will be reviewed. The assumption is that all 4 lots will share utility costs etc equally.
4. Discuss and Approve **Jim Wise (or any other Board members) to sign our pending lease requests** in absence of Chairman. Motion made by Gary Blain and seconded by Doug Myers and passed by unanimous consent, to allow all board members present at meetings, to sign lease requests in the absence of a chairman.
5. Discuss and approve ... a request from **Ed Taylor to lease 2405 DeFrance** (previously held by **Jim Schaak**) to build on the vacant lot there. Ed has already expressed interest via email, and has completed a 50-year non-commercial lease and signed it. A motion was made by Jim Wise and seconded by Gary Blain and passed by unanimous consent that we table the signing of Ed's lease until we have received a statement of lease release from Jim Schaak who currently holds the lease for that lot address. Doug Myers will call Jim Schaak and request the statement of release.
6. Discuss and approve ... a request from **Tony George to lease 2307 East Stormont** (previously held by Donna McKamy). Tony has already expressed interest via email, and has completed a 50 year lease and signed it. A motion made by Gary Blain and seconded by Jim Wise and passed by unanimous consent, to sign Tony's lease and it was done. Doug Myers will mail a signed copy to Tony and another copy will be kept in the fireproof safe / cabinet.
7. **Jim Wise will submit a letter of intent to lease the lot at 2308 Powers** (the lot that has been previously considered for parking). Jim has already expressed interest in a lease via email, and will work with KLJ to confirm lot and max hangar boundaries. A motion made by Gary Blain and seconded by Randy Wise and passed by unanimous consent, to supply Jim with a draft lease ... pending confirmation of the lot and hangar dimensions from KLJ.
8. Discuss the request of a **balloon operator**, Mark Boulet, to rent space for his equipment trailer and to launch from 6S8. Doug Myers has had conversations with MT Aeronautics (Stephen Torske) regarding the subject and will relay them to the Board. Mark would like to launch from and / or recover balloons at 6S8. Chris Jones is also a balloon operator who would operate in conjunction with Mark. A 100' x100' launch area was discussed and requested. It was not stated directly if the operation would be commercial or recreational. The board members

present expressed concerns regarding not only the impact on the safety of air traffic departing from and landing at Laurel airport, but also concerns regarding balloon flight issues affecting the nearby KBIL airspace. A motion was made by Gary Blain and seconded by Jim Wise and a unanimous vote was taken to table the issue pending discussion and further research.

9. **Prairie Dog update:** Jim Schaak has a certified pest exterminator that he is familiar with who is going to get a proposal to us for exterminating prairie dogs (all the way up to the gun range). We have received nothing from him yet. Gary Blain has provided a reference to an exterminator who did good work for a family member. Call "Jackie" at 307-949-0063.

10. **Maintenance Minute** Be advised of the following issues:

- a. The SRE building could really use 3 garage door openers (to be installed on each of the 3 access doors that only can be opened manually). They are difficult and awkward to open manually. Short term, Jim Wise and Ben Krause will adjust manually.
- b. The diesel fuel trailer that is in the SRE building (and is used to fuel the tractors, snow plow etc) needs a new electric fuel transfer pump. Murl will get an estimate for R or R.
- c. The little red (Case) tractor needs work done (likely on the preheat system) as we are having difficulty starting it. Murl thinks that the starter itself is ok. Murl will transport to get a repair estimate.

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

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

File Attachments for Item:

10. Resolution No. R25-100: Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Beartooth Resource Conservation & Development Area, Inc.

RESOLUTION NO. R25-100

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN THE CITY OF LAUREL AND BEARTOOTH RESOURCE
CONSERVATION & DEVELOPMENT AREA, INC.**

WHEREAS, the Beartooth Resource Conservation & Development Area, Inc. (hereinafter “the Beartooth RC&D”) has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (hereinafter “EDA”) as a designated Economic Development District (hereinafter “EDD”), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (hereinafter “CEDS”);

WHEREAS, the City of Laurel, as a participating entity in the District, is required to execute a Memorandum of Understanding by and between the Beartooth RC&D and the Yellowstone County Commissioners, in cooperation with the City of Billings, the City of Laurel, and Big Sky EDA; and

WHEREAS, the attached Memorandum of Understanding will be, upon approval by the City of Laurel, effective through December 31, 2026.

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

Section 1: Approval. The MOU by and between the City of Laurel and Beartooth Resource Conservation, a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the 9th day of December 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 9th day of December 2025.

APPROVED by the Mayor on the 9th day of December 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

BEARTOOTH

RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.

November 16, 2025

RE: Beartooth RC&D MOU Proposed COLA increase

Dear Mayor Waggoner and the City of Laurel:

Last year, we shared with you that the Beartooth RC&D Board of Directors recommended adjusting the per capita amount charged for Economic Development services. The proposed increase was from 19 cents to 29 cents per capita for the 2026 MOU. In recognition of Yellowstone County's larger population, we suggested a smaller adjustment of 7 cents per capita, bringing Yellowstone's rate to 26 cents.

This increase is necessary to help offset expenses that have grown since our last adjustment seven years ago. Expansions to our loan and grant portfolios have significantly raised annual audit costs, while insurance premiums and new software requirements for compliance have added further burdens.

At the same time, we are mindful of the budget challenges Yellowstone County and its entities have faced this year. As your partner, we have chosen to defer the increase for one more year. The Yellowstone County MOU—shared among the County, the Cities of Billings and Laurel, and Big Sky Economic Development—will remain at 19 cents per capita for 2026. We plan to implement the increase beginning with the 2027 MOU.

Beartooth RC&D continues to leverage funding opportunities that benefit our entire five-county region and meet the needs of our communities. We remain committed to operating as efficiently as possible, and we appreciate your consideration of this adjustment. Please feel free to contact us at 406-962-3914 with any questions.

Sincerely,



Marissa Hauge, Treasurer
Executive Board of Directors

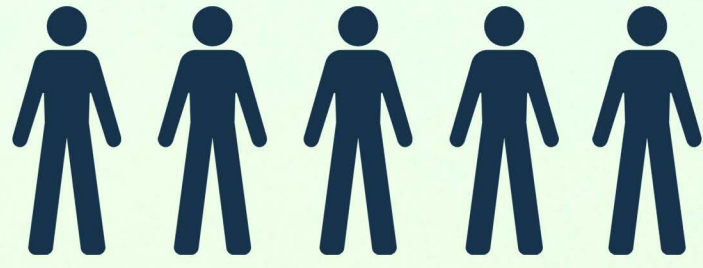


128 So. Main St.
P. O. Box 180
Joliet, MT 59041

PHONE 406-962-3914
FAX 406-962-3647
WEBSITE www.Beartooth.org



MONTANA FOOD & AGRICULTURE DEVELOPMENT NETWORK



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1,101 businesses and
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134

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laws to federal grant
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value-added ag
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MONTANA DEPARTMENT OF
AGRICULTURE

A
MEMORANDUM OF UNDERSTANDING

Between

**Yellowstone County Commissioners, Big Sky Economic Development Authority,
City of Billings, City of Laurel**

And

Beartooth Resource Conservation & Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 202__, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as **“Beartooth RC&D”** and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as **“the Entity.”**

WHEREAS, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five-county region. The Director's time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials and local economic development partners from our five-county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA; therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

Annual Evaluation:

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2026**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the **\$70,000.00** in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **the Entity** is **\$37,100.77**. This figure is a total of the **\$4,500.00** fee plus **\$32,600.77** per capita formula using a population of **171,583 x (.19)** as per the 2024 Census data. The Entity's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$12,614.26**, City of Billings- 36% or **\$13,356.28**, City of Laurel- 6% or **\$2,226.05**, and Yellowstone County- 24% or **\$8,904.18**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request submitted for the next year's match. Entities will be billed for match funds after January 1, 2026, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The Entity or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D, directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this Memorandum of Understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D endeavors.

ARTICLE 6: WARRANTY:

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued thereunder and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:

The Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Entity and obtained or developed by the Beartooth RC&D in connection with the work under this Memorandum of Understanding. The Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

ARTICLE 9: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

ARTICLE 10: COMPLIANCE WITH LAWS:

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 11: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D to perform such changed services. The Entity's priority list for project work within their area can be changed at any time. In such case, the District will be informed of this change at the Entity's earliest convenience.

ARTICLE 12: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 13: INDEMNIFICATION:

The Beartooth RC&D agrees to and does hereby indemnify and save the Entity, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of the Beartooth RC&D; and
3. Any fines, penalties, or other amounts assessed against the Entity by reason of the Beartooth RC&D failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

ARTICLE 14: INSURANCE:

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this Memorandum of Understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the Entity for such costs which the Entity may legally be required to pay to employees of the Beartooth RC&D.
2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Upon request, proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.
3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

ARTICLE 15: NONDISCRIMINATION:

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARTICLE 16: INDEPENDENT CONTRACTOR:

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D, nor any employee of the Beartooth RC&D, shall be entitled to any benefits accorded the Entity's employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 17: ASSIGNMENT:

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

ARTICLE 18: NON-WAIVER:

Waiver by the Entity of any provision of this Memorandum of Understanding or any time limitation provided for in this Memorandum of Understanding shall not constitute a waiver of any other provision.

ARTICLE 19: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

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

RC&D: Beartooth RC&D
P.O. Box 180
Joliet, MT 59041

ARTICLE 20: INTEGRATED AGREEMENT:

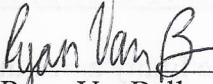
This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF LAUREL

Dave Waggoner
Mayor

BEARTOOTH RC&D/EDD


Ryan VanBallegooyen
Chairman

ATTEST: _____

Date: _____

File Attachments for Item:

11. Resolution No. R25-101: A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2025-2026 Budget.

RESOLUTION NO. R25-101

**A RESOLUTION OF THE CITY COUNCIL APPROVING AMENDMENTS TO
APPROPRIATIONS AND REVENUES FOR THE CITY OF LAUREL’S FISCAL
YEAR 2025-2026 BUDGET.**

WHEREAS, the City of Laurel (hereinafter “the City”) adopted all funds revenues and appropriations for Fiscal Year 2025-2026 on August 26, 2025;

WHEREAS, it is necessary to amend certain budgets as required by Mont. Code Ann. § 7-6-4006(3) and (4); and

WHEREAS, the increase in appropriations and revenues are due to unbudgeted amounts that will be offset by a decrease in reserves.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby directs the Clerk-Treasurer to amend the budget as reflected on the attached Exhibit “A” in order to comply with Mont. Code Ann. § 7-6-4006(3) and (4); and

Introduced at a regular meeting of the City Council on the 9th day of, December 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 9th day of December 2025.

APPROVED by the Mayor the 9th day of December 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

EXHIBIT A

Budget Amendment Fiscal Year 2025-2026

Fund 1000 – General Fund- Transfer

Original Appropriation	180,074.00
Amended Appropriation	<u>\$ 460,750.00</u>
Increase in Appropriation:	\$ 280,676.00

Increase Appropriations to the Interfund Operating Transfers Out, due to purchase of a new Ambulance made through donations and the purchase of extrication gear for the Fire Department through a grant from CHS over a 3-year period.

Fund 4000 – Capital Projects- Ambulance

Original Appropriation	\$.00
Amended Appropriation	<u>\$ 250,676.00</u>
Increase in Appropriation:	\$ 250,676.00

Increase Appropriation in the Capital Projects account for the Ambulance Department due to unanticipated purchase of a new Ambulance.

Fund 4000 – Capital Projects- Fire Department

Original Appropriation	\$ 427,883.00
Amended Appropriation	<u>\$ 457,883.00</u>
Increase in Appropriation:	\$ 30,000.00

Increase Appropriations due to receiving a CHS grant for the purchase of extrication gear. This grant will receive \$10,000 each year for the next three consecutive years with the city receiving the first payment in November of 2025.

Fund 4000 – Capital Projects

Original Revenues	\$ 180,074.00
Amended Revenues	<u>\$ 280,676.00</u>
Increase in Revenue:	\$ 460,750.00

Increase Revenues to the Capital Interfund Operating from the General Fund, for the purchase of a new Ambulance and Extrication Gear.



PO Box 909
Laurel, MT 59044

October 21, 2025

Laurel Volunteer Fire Department
215 W 1st Street
Laurel, Montana 59044

Dear LVFD,

On behalf of the CHS Energy Division, we are pleased to inform you of our commitment of support to the Laurel Volunteer Fire Department in the amount of \$30,000.00 over a three-year period. Please find enclosed the first of three installments for \$10,000.00. The remaining installments will be made in the Fall of each calendar year. We appreciate all that you do for our community and wish you continued success in all your endeavors.

We have also enclosed an Acknowledgment of Gift form for you to review, sign, and return in the self-addressed stamped envelope. This is a requirement of our corporate reporting policy. Please feel free to reach out if you have any questions or concerns regarding the form.

Sincerely,

Shane LaCasse

Shane Lacasse
Vice President of Refining

Enclosures

File Attachments for Item:

12. Resolution No. R25-102: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Donahue Roofing & Siding LLC.

RESOLUTION NO. R25-102

**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. The attached Independent Contractor Service Contract and this Resolution hereby replaces, supersedes, and voids the Independent Contractor Service Contract approved by the City Council pursuant to R25-85.

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 9th day of December 2025 by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel on the 9th day of December 2025.

APPROVED by the Mayor on the 9th day of December 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

INVOICE

Donahue Roofing and Siding LLC
3970 Avenue D,
Suite D
Billings, MT 59102
(406) 248-5428

Sales Representative
Mitch Donahue
(406) 248-5428
donahuerooting@gmail.com



HP Nuernberger
Job #25D-1525 - City of Laurel Water Plant 2025
802 Sewer Plant Rd,
PO BOX 10
Laurel, MT 59044

Invoice #	1183
Date	12/1/2025
Amount Due	\$78,882.64
Due Date	Due on Receipt

Item	Description	Qty	Price	Amount
Laurel Water Treatment Plant Roof				\$78,882.64
Work Completed	All work completed for Job # 25D-1525 (Resolution # R25-85)	1.00	\$78,882.64	\$78,882.64

Sub Total	\$78,882.64
Total	\$78,882.64
Amount Paid	\$0.00
Balance Due	\$78,882.64

*Card payment may incur a surcharge which is calculated at checkout.

[Make a payment >](#)



All Work is completed! Thank you for your business! Enjoy your new roof and please reach out should you need anything. Happy Holidays!

RESOLUTION NO. R25-85

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.

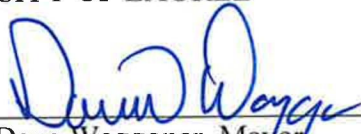
Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Donahue Roofing & Siding LLC on behalf of the City.

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

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.

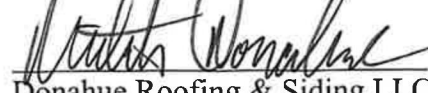
SIGNED AND AGREED BY BOTH PARTIES ON THE 23rd DAY OF SEPTEMBER 2025.

CITY OF LAUREL



Dave Waggoner, Mayor

CONTRACTOR



Donahue Roofing & Siding LLC

ATTEST:



Kelly Strecker, Clerk/Treasurer

Employer Identification Number

20- 5578679

EPDM ROOF ESTIMATE

SEP 08, 2025

Donahue
ROOFING & SIDING LLC



CITY OF LAUREL

waterplant@laurel.mt.gov

802 Sewer Plant Rd

Laurel, MT

59044

MontanaRoofing
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
donahuerroofing@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

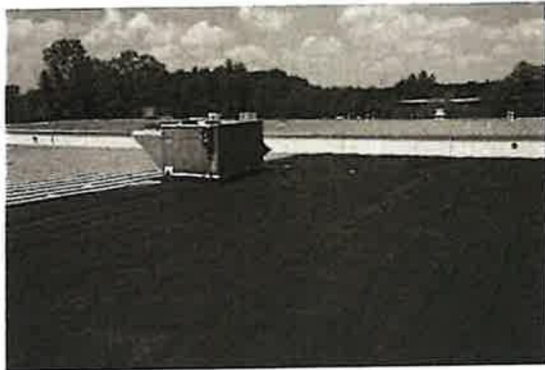
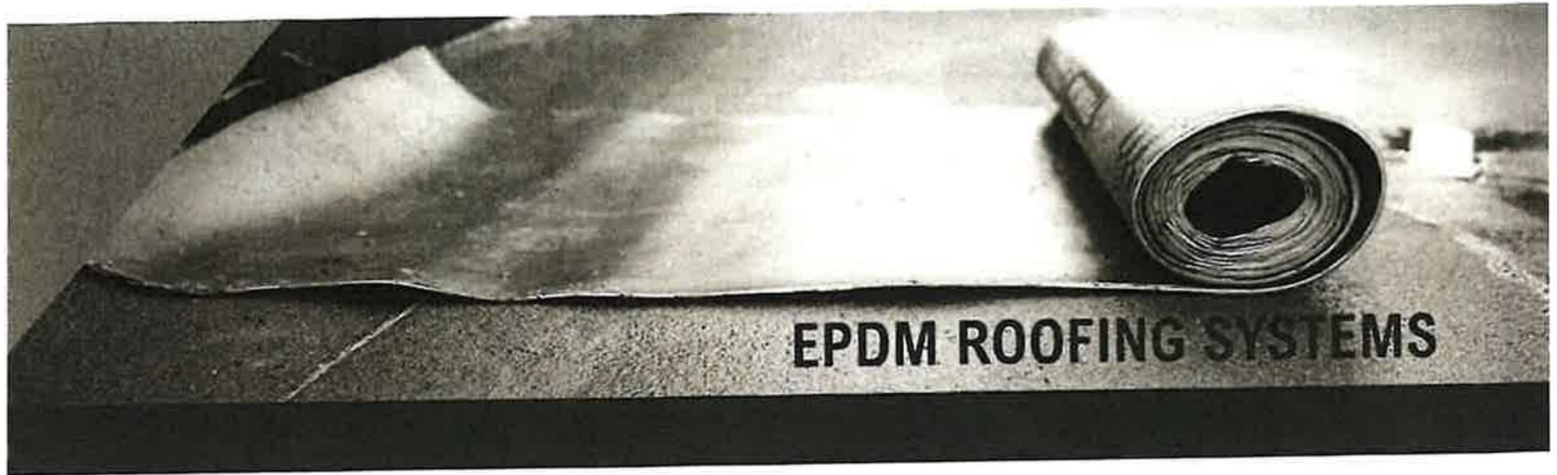
We show up on schedule to complete the work efficiently and to the highest standard.

✓ 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.

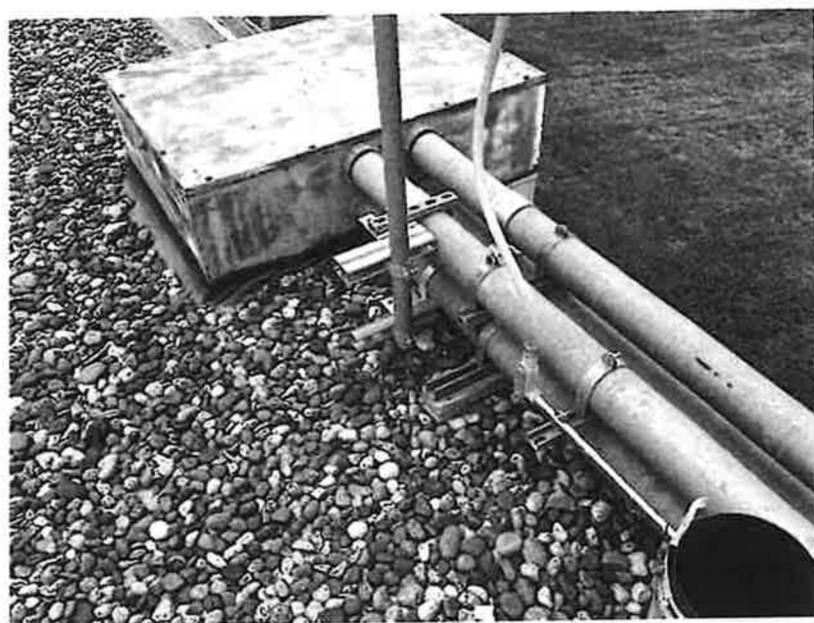
EPDM roofing is resistant to weather, UV rays, and extreme temperatures, making it ideal for areas with harsh weather conditions.

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

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: