

OFFICIAL AGENDA
TUESDAY March 5, 2024
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:15 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:30 a.m. BID OPENING

- a. Bid Opening for MetraPark Small Ride-On Floor Scrubber
- b. Bid Opening for MetraPark Ride-On Floor Scrubber/Sweeper
- c. Bid Opening for Metrapark Forklift
- d. Bid Opening for MetraPark Skid Steer Loader

9:30 a.m. PUBLIC HEARING

- a. Resolution No. 24-27 to Expand RSID 689M - Saddleback Ridge Estates Subdivision
- b. Resolution No. 24-28 to Expand RSID 692M - Lupine Subdivision
- c. Resolution No. 24-29 to Expand RSID 696M - Elk River Subdivision

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. COMMISSIONERS

Resolution 24-32 to Change the Board Meeting from Tuesday, March 26, 2024, to Monday, March 25, 2024

2. COUNTY ATTORNEY

Resolution 24-33 of Intent to Grant Tax Abatement to CHS, Inc. on Class Eight Property and Setting the Public Hearing for Tuesday, March 19, 2024, at 9:30 a.m. in Room 3108

3. FINANCE

- a. Resolution No. 24-24 of Intent to Expand RSID 799M Curly Willow Subdivision, Setting the Public Hearing for Tuesday, April 9, 2024, at 9:30 a.m. in Room 3108
- b. Resolution No. 24-25 of Intent to Expand RSID 841M Southview Sanctuary Estates Subdivision, Setting the Public Hearing for Tuesday, April 9, 2024 at 9:30 a.m. in Room 3108
- c. Resolution No. 24-26 of Intent to Dissolve RSID 710M Weymiller Subdivision, Setting the Public Hearing for Tuesday, April 9, 2024 at 9:30 a.m. in Room 3108

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

- a. Resignation Letter - Trestin Feagler
- b. Board Reappointment - Frosty Erben to Lockwood TEDD Advisory Board
- c. Board Appointment - Mina Crenshaw to DUI Task Force

2. COUNTY ATTORNEY

Resolution 24-31 for Prosecutorial Assistance in State v. BVZ

3. **FINANCE**

- a. Finance, Contract with Con'eer Engineering for HVAC Improvements for the 4-H Building on the MetraPark Campus
- b. Facilities Contract with Allied Controls & Mechanical to Replace a Failing HVAC Unit on YCDF North 5
- c. D.E.S. Request to Expend - Cell Phone for D.E.S. Coordinator
- d. Metra Contract Addendum with Cushing Terrell for West Concessions
- e. Sheriff's Office Recommendation of Award Shallow Water Jet Boat to MotoJet, LLC.
- f. Yellowstone County Letter of Match Commitment for Lockwood TEDD Revision Request
- g. Bond for Lost Warrant
- h. Finance MOU with Smith Funeral Chapels on behalf of the Morrison Family
- i. Finance, Notice to Proceed to Askin Construction for the Metra ARPA Arena Back Lot Project
- j. Finance Contract with Hulteng CCM as Owner's Construction Representative for YCDF Short Term Holding Facility.
- k. Facilities/DES Invitation For Bids Courthouse Security Cameras
- l. Request of Qualifications for Architectural Design for YCDF Short Term Holding Facility
- m. Lockwood TEDD - EDA Disaster Supplemental Grant Application

4. **PLANNING DEPARTMENT**

Final Resolution 24-30 for Zone Change #722 - Collier Road

5. **PUBLIC WORKS**

- a. Recommendation of Award to Knife River - Billings for Public Works Asphalt Overlay Project II 2023-2024 - Haynes Road, Chicago Road and Alkali Creek Road
- b. Contract with Riverside Contracting Inc. for Public Works Asphalt Overlay Project I 2023-2024 - 72nd Street West from King Avenue West South to Mossmain Interchange

6. **SHERIFF**

- a. MOU between YCSO and Billings Clinic for Consortium and MRO Services
- b. MOU between Yellowstone County and City of Billings for 2023 Justice Assistance Grant
- c. YCSO Mini-Grant Application through MDT for Traffic Enforcement Augmentation
- d. Contract with Montana Dental Services, PC for the Period 2/1/24-1/31/25
- e. CCSIU Agreement between YCSO & BPD for the Period 1/1/24 through 12/31/24

7. **HUMAN RESOURCES**

- a. Metra Reorganization Review
- b. MontanaFair Coordinator Clas Specification
- c. Metra Sponsorship & Marketing Manager Class Specification
- d. Metra Marketing Coordinator Class Specification
- e. **PERSONNEL ACTION REPORTS - Motor Vehicle** - 1 Appointment, 1 Termination; **Detention Facility** - 3 Appointments, 2 Terminations; **MetraPark** - 2 Appointments, 1 Termination; **Elections** - 1 Termination; **Justice Court** - 1 Appointment, 2 Terminations; **I.T.** - 1 Termination; **Public Works** - 1 Appointment, 1 Termination; **District Court** - 1 Appointment; **Sheriff's Office** - 2 Appointments

FILE ITEMS

1. **AUDITOR**

Payroll Audit February 1 to February 15, 2024

2. **COMMISSIONERS**

- a. Board Minutes - February 2024 DUI Task Force/DUI Task Force Symposium Planning
- b. Lockwood Irrigation District Bond Documents

3. HUMAN RESOURCES

February 1 - February 15 Payroll Audit

4. PUBLIC WORKS

Agreement with Weave Industries for the Delivery of 3/4 in Minus Limestone and Bentonite

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

a.

Meeting Date: 03/05/2024

Title: MetraPark Ride-On Small Floor Scrubber

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for MetraPark Small Ride-On Floor Scrubber

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

b.

Meeting Date: 03/05/2024

Title: MetraPark Ride-On Floor Scrubber/Sweeper

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for MetraPark Ride-On Floor Scrubber/Sweeper

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

c.

Meeting Date: 03/05/2024

Title: MetraPark Forklift

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Metrapark Forklift

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

d.

Meeting Date: 03/05/2024

Title: Skid Steer Loader

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for MetraPark Skid Steer Loader

BACKGROUND:

n/a

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

a.

Meeting Date: 03/05/2024

Title: Public Hearing to Expand RSID 689M Saddleback Ridge Estates Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-27 to Expand RSID 689M - Saddleback Ridge Estates Subdivision

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 689M Resolution to Expand

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS
Resolution No. 24-27
Resolution to Expand Yellowstone County Rural Special Improvement District No. 689M
(Saddleback Ridge Estates)

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner as an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board's intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to the owner of the property to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 689M to maintain roads in Saddleback Ridge Estates Subdivision.

WHEREAS, on January 23, 2024, the Yellowstone County Board of County Commissioners passed a resolution of intent to expand Yellowstone County Rural Special Improvement District No. 689M to maintain roads in Saddleback Ridge Estates Subdivision and set a public hearing on the expansion of the District for March 5, 2024. On January 26, 2024, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the proposed expansion of the District. On January 26, 2024 and February 2, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On March 5, 2024, the Board held a public hearing on the expansion of the District. The Board heard comments on the expansion of the District and considered protests as to the expansion of the District. The Board did not receive enough protests to prevent the expansion of the District. _____ out of 106 property owners protested the expansion of the District. The Board believes the expansion of the District is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners expands Yellowstone County Rural Special Improvement District 689M to maintain roads in Saddleback Ridge Estates Subdivision. Attached as Exhibit A is a map showing the current boundary and the proposed expanded boundary. Attached as Exhibit B is a listing of current property owners and proposed property owners to be added to the District. The assessment for the District will appear on the property owners' 2024 tax statements.

Passed and Adopted on the 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

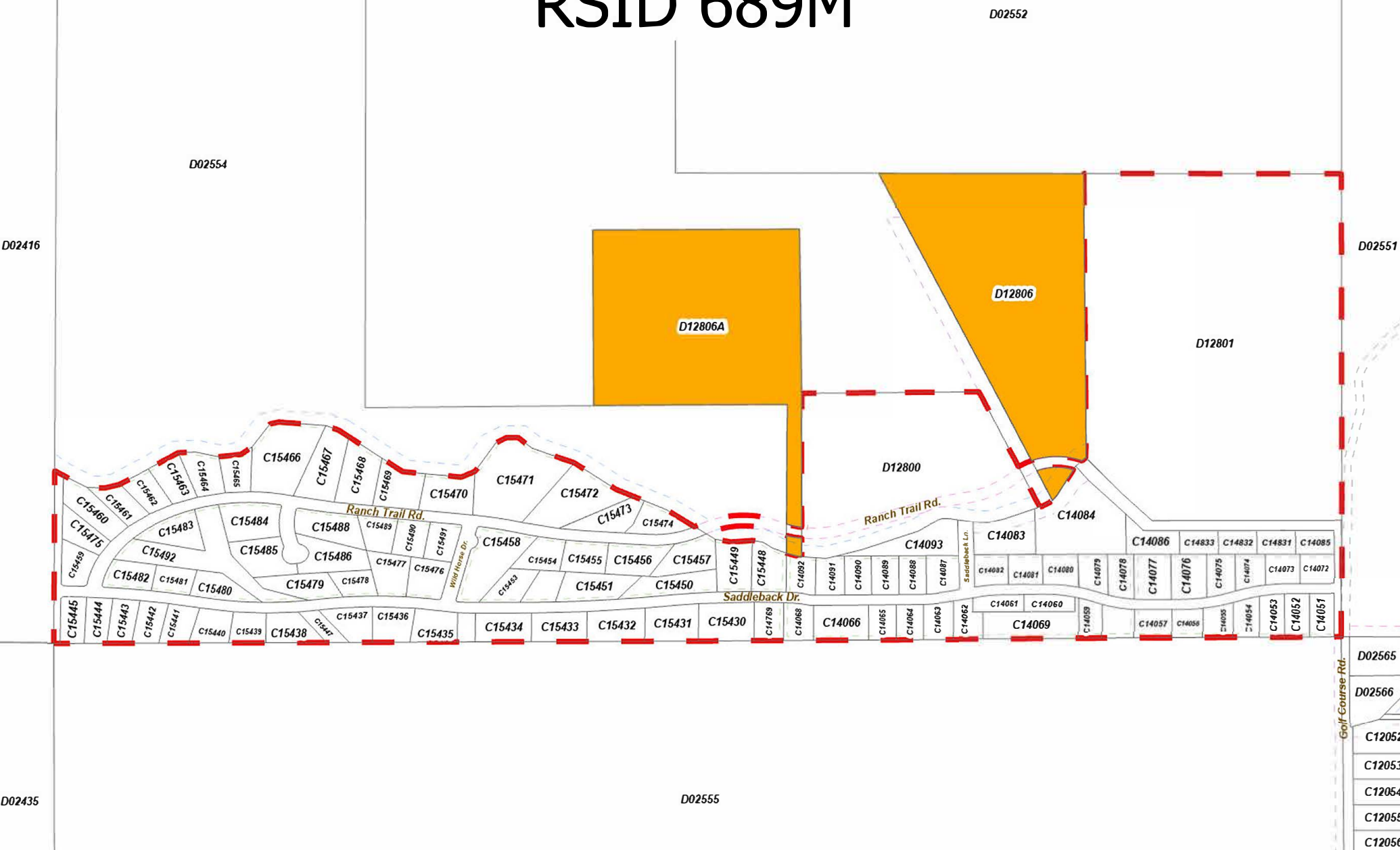
Mark Morse, Member



Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT A RSID 689M



 Proposed Expansion
 RSID 689m

D02565
D02566
C12052
C12053
C12054
C12055
C12056
B01947
B01956
B02093

EXHIBIT B
689M SADDLEBACK RIDGE ESTATES - PROPERTY LISTING
FOR 2024 EXPANSION

Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description
1	C14051	HANSON, BRIAN M	1910 SADDLEBACK DR	1910 SADDLEBACK DR	LAUREL	MT 59044-3633	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 1, 25000 SQUARE FEET
2	C14052	GOETTlich, L HAROLD & BRIDGETT J	1930 SADDLEBACK DR	1930 SADDLEBACK DR	LAUREL	MT 59044-3633	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 2, 25499 SQUARE FEET
3	C14053	CANTRELL, MICHAEL C & JEANNIE M	1950 SADDLEBACK DR	1950 SADDLEBACK DR	LAUREL	MT 59044-3633	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 3, 24946 SQUARE FEET
4	C14054	CARR, ROBERT H & THERESA P	1970 SADDLEBACK DR	1970 SADDLEBACK DR	LAUREL	MT 59044-3633	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 4, 23307 SQUARE FEET
5	C14055	MEITZEL, LONNIE	1990 SADDLEBACK DR	1990 SADDLEBACK DR	LAUREL	MT 59044-3633	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 5, 22011 SQUARE FEET
6	C14056	ABY, BART W & ABBY M	2000 SADDLEBACK DR	2000 SADDLEBACK RD	LAUREL	MT 59044-3634	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 6, 20269 SQUARE FEET
7	C14057	STEVENSON, DOUG & SHARON	2020 SADDLEBACK DR	2020 SADDLEBACK DR	LAUREL	MT 59044-3634	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 7, 24349 SQUARE FEET
8	C14058	CASEY, THOMAS MICHAEL &	2040 SADDLEBACK DR	2040 SADDLEBACK DR	LAUREL	MT 59044-3634	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 8, 22489 SQUARE FEET
9	C14059	HATVELDT, BRANDON J	2060 SADDLEBACK DR	2060 SADDLEBACK DR	LAUREL	MT 59044-3634	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 9, 20116 SQUARE FEET
10	C14060	MARK L RUSSELL & JILL M RUSSELL RECOVABL	2080 SADDLEBACK DR	2080 SADDLEBACK DR	LAUREL	MT 59044-3634	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 10, 20083 SQUARE FEET
11	C14061	VON BEHREN, MICHAEL DAVID	2100 SADDLEBACK DR	2100 SADDLEBACK DR	LAUREL	MT 59044-3635	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 11, 20001 SQUARE FEET
12	C14062	SWANSON, RICHARD LESLIE & LORI ANNETTE	2110 SADDLEBACK DR	2110 SADDLEBACK DR	LAUREL	MT 59044-3635	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 12, 23835 SQUARE FEET
13	C14063	KIMMET, PATRICK B	2130 SADDLEBACK DR	2130 SADDLEBACK DR	LAUREL	MT 59044-3635	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 13, 24510 SQUARE FEET
14	C14064	NARDO, KATHRYN R & NICHOLAS	2150 SADDLEBACK DR	2150 SADDLEBACK DR	LAUREL	MT 59044-3635	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 14, 21982 SQUARE FEET
15	C14065	KIMMET, MATTHEW BRYAN & CINDY LOUISE	2170 SADDLEBACK DR	2170 SADDLEBACK DR	LAUREL	MT 59044-3635	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 15, 21980 SQUARE FEET
16	C14066	BRIDGER, BERTAN C	2200 SADDLEBACK DR	2200 SADDLEBACK DR	LAUREL	MT 59044-3636	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 16 - 17, ACRES 1.008
17	C14068	MURPHY, FRANK J & NANCY M	2240 SADDLEBACK DR	2240 SADDLEBACK DR	LAUREL	MT 59044-3636	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 18, 21980 SQUARE FEET
18	C14069	SADDLEBACK RIDGE HOMEOWNERS ASSOCIATION INC	SADDLEBACK DR	PO BOX 220	LAUREL	MT 59044-0220	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 1, Lot 19, 1.367 ac (03)
19	C14072	NOBLE, JAMES I & NATALIE	1915 SADDLEBACK DR	1915 SADDLEBACK DR	LAUREL	MT 59044-3629	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 1, (OLD CODE D02554) 20100 SF (03)
20	C14073	MCKITTRICK, GORDON & TONI	1935 SADDLEBACK DR	1935 SADDLEBACK DR	LAUREL	MT 59044-3629	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 2
21	C14074	UNDERWOOD, KAREN J	1965 SADDLEBACK DR	1965 SADDLEBACK DR	LAUREL	MT 59044-3629	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 3
22	C14075	NAILLON, CODY J &	1985 SADDLEBACK DR	1985 SADDLEBACK DR	LAUREL	MT 59044-3629	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 4
23	C14076	PETERS, BRENT S & BETTY R	1995 SADDLEBACK DR	1995 SADDLEBACK DR	LAUREL	MT 59044-3629	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 5
24	C14077	FICHTNER, KENNETH W & KATHY J	2025 SADDLEBACK DR	2025 SADDLEBACK DR	LAUREL	MT 59044-3637	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 6
25	C14078	HARMON, JEFFREY S & ONDRIA	2035 SADDLEBACK DR	2035 SADDLEBACK DR	LAUREL	MT 59044-3637	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 7
26	C14079	DAVIS, ANDREW B & SARAH	2055 SADDLEBACK DR	2055 SADDLEBACK DR	LAUREL	MT 59044-3637	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 8
27	C14080	DENNETT, JOEL & HANNAH	2075 SADDLEBACK DR	2075 SADDLEBACK DR	LAUREL	MT 59044-3637	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 9
28	C14081	ZAKRZEWSKI, JOHN W & HEIDI L	2095 SADDLEBACK DR	2095 SADDLEBACK DR	LAUREL	MT 59044-3637	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 10
29	C14082	WEIG, ZACHARY G & NATALIE R	2105 SADDLEBACK DR	2105 SADDLEBACK DR	LAUREL	MT 59044-3630	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 11
30	C14083	WOOD, BRYAN E & LOU ANN	1295 SADDLEBACK LN	1295 SADDLEBACK LANE	LAUREL	MT 59044-1652	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 12
31	C14084	DUKE, KYLE NATHAN & ALESHA SUE	2050 RANCH TRAIL RD	2050 RANCH TRAIL RD	LAUREL	MT 59044-3611	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 13
32	C14085	SHOVAR, JUSTIN	1900 RANCH TRAIL RD	1900 RANCH TRAIL RD	LAUREL	MT 59044-3626	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 14A, EST AMD (21780 SQ FT) (05)
33	C14086	SADDLEBACK RIDGE HOMEOWNERS ASSOCIATION INC	2000 RANCH TRAIL RD	PO BOX 220	LAUREL	MT 59044-0220	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 15A, EST AMD 34180 SQ FT (05)
34	C14087	ECHO-HAWK, JOSEPH & ANGELA	2125 SADDLEBACK DR	2125 SADDLEBACK DR	LAUREL	MT 59044-3631	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 3, Lot 1, 24336 SQUARE FEET
35	C14088	ARNOLD, EUGENE C & SHERRY L	2155 SADDLEBACK DR	2155 SADDLEBACK RD	LAUREL	MT 59044-3631	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 3, Lot 2, 21540 SQUARE FEET
36	C14089	MCKENZIE, MARGARET A	2165 SADDLEBACK DR	2165 SADDLEBACK RD	LAUREL	MT 59044-3631	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 3, Lot 3, 21553 SQUARE FEET
37	C14090	EWALT, R KENT & MAILE J	2175 SADDLEBACK DR	2175 SADDLEBACK DR	LAUREL	MT 59044-3631	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 3, Lot 4, 21156 SQUARE FEET
38	C14091	FILLNER FAMILY TRUST	2215 SADDLEBACK DR	2215 SADDLEBACK DR	LAUREL	MT 59044-3632	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 3, Lot 5, 22503 SQUARE FEET
39	C14092	MCGOVERN, KEVIN K & SANDRA K	2235 SADDLEBACK DR	2235 SADDLEBACK DR	LAUREL	MT 59044-3632	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 3, Lot 6, 21730 SQUARE FEET
40	C14093	BROYLES, MARK & JAMI	1290 SADDLEBACK LN	1290 SADDLEBACK LN	LAUREL	MT 59044-3627	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 3, Lot 7, ACRES 1.151
41	C14769	MULLET, VIC V & BRENDA J	2260 SADDLEBACK DR	2260 SADDLEBACK DR	LAUREL	MT 59044-3636	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 19, ACRES 0.547
42	C14831	SMARSH, DONALD W	1940 RANCH TRAIL RD	1940 RANCH TRAIL RD	LAUREL	MT 59044-3626	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 14B, EST AMD (21780 SQ FT) (05)
43	C14832	KLEBE, KRISTEN J & JUSTIN A	1960 RANCH TRAIL RD	1960 RANCH TRAIL RD	LAUREL	MT 59044-3626	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 14C, AMD (21780 SQ FT) (05)
44	C14833	HARPER, TIMOTHY L & LYNN S	1980 RANCH TRAIL RD	1980 RANCH TRAIL RD	LAUREL	MT 59044-3626	SADDLEBACK RIDGE ESTATES, S06, T02 S, R24 E, BLOCK 2, Lot 14D, AMD (21780 SQ FT) (05)
45	C15430	FAUTH, JULIE A & MIKE L	2280 SADDLEBACK DR	2280 SADDLEBACK DR	LAUREL	MT 59044-3636	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 20, ACRES 1.026
46	C15431	WEBER, RONALD D	2310 SADDLEBACK DR	PO BOX 490	LAUREL	MT 59044-0490	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 21, ACRES 0.904
47	C15432	TORNA, STEPHEN & JERRI DAWN	2340 SADDLEBACK DR	2340 SADDLEBACK DR	LAUREL	MT 59044-3623	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 22, ACRES 0.855
48	C15433	DETIENNE, NICKOLAS R AMY L	2370 SADDLEBACK DR	2370 SADDLEBACK DR	LAUREL	MT 59044-3611	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 23, ACRES 0.748
49	C15434	ROBERTS, LARRY L & DEBRA A	2400 SADDLEBACK DR	2400 SADDLEBACK DR	LAUREL	MT 59044-3624	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 24, ACRES 0.74
50	C15435	GRAY, MICHAEL D & LISA	2430 SADDLEBACK DR	2430 SADDLEBACK DR	LAUREL	MT 59044-3624	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 25, ACRES 0.657
51	C15436	KAREN L KENNAH LIVING TRUST	2460 SADDLEBACK DR	2460 SADDLEBACK DR	LAUREL	MT 59044-3624	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 26, ACRES 0.657
52	C15437	VANLAARHOVEN, KEVIN & RUTH	2490 SADDLEBACK DR	2490 SADDLEBACK DR	LAUREL	MT 59044-3624	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 27, ACRES 0.657
53	C15438	DARPINO, GLORIA	2520 SADDLEBACK DR	2520 SADDLEBACK DR	LAUREL	MT 59044-3625	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 28, ACRES 0.606
54	C15439	PETERSON, VERNON L & GERALDINE A	2550 SADDLEBACK DR	17106 111TH ST E	BONNEY LAKE WA	98391-5174	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 29, ACRES 0.471

EXHIBIT B
689M SADDLEBACK RIDGE ESTATES - PROPERTY LISTING
FOR 2024 EXPANSION

55	C15440	O'CONNELL, TIMOTHY PATRICK & NAOMI ANITA	2580 SADDLEBACK DR	2580 SADDLEBACK DR	LAUREL	MT	59044-3625	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 30, ACRES 0.55
56	C15441	ALDERFER REVOCABLE TRUST	2600 SADDLEBACK DR	2600 SADDLEBACK DR	LAUREL	MT	59044-3638	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 31, ACRES 0.534
57	C15442	LYNCH, JOSEPH P & EMILY A	2620 SADDLEBACK DR	2620 SADDLEBACK DR	LAUREL	MT	59044-3638	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 32, ACRES 0.534
58	C15443	DURAND, MITCHELL J & JANEALE R	2640 SADDLEBACK DR	2640 SADDLEBACK DR	LAUREL	MT	59044-3638	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 33, ACRES 0.534
59	C15444	GOLDEN, ANTHONY J & CASEY		1008 PHIL CIR	LAUREL	MT	59044-3327	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 34, ACRES 0.534
60	C15445	KAUTZ, DOUGLAS H & JULIE A	2680 SADDLEBACK DR	2680 SADDLEBACK DR	LAUREL	MT	59044-3638	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot 35, ACRES 0.532
61	C15448	KNECHT, PHILLIP & JODI	2255 SADDLEBACK DR	2255 SADDLEBACK DR	LAUREL	MT	59044-3632	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 8, ACRES 0.807
62	C15449	PITTACK, MICHELLE	2275 SADDLEBACK DR	2275 SADDLEBACK DR	LAUREL	MT	59044-3632	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 9, ACRES 0.918
63	C15450	FLOHR, GARY D & KAREN R	2315 SADDLEBACK DR	2315 SADDLEBACK DR	LAUREL	MT	59044-3623	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 10, ACRES 0.927
64	C15451	FOUST FAMILY TRUST	2355 SADDLEBACK DR	2355 SADDLEBACK DR	LAUREL	MT	59044-3623	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 11A, AMD (16)
65	C15452	HARVEY AND MERRYELLEN PETERSON FAMILY REVOCABLE T	2385 SADDLEBACK DR	2385 SADDLEBACK DR	LAUREL	MT	59044-3623	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 12A, AMD (16)
66	C15453	DAVISON, KYLE C TRUSTEE &	2405 SADDLEBACK DR	2405 SADDLEBACK DR	LAUREL	MT	59044-3624	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 13, ACRES 0.621
67	C15454	JARES, JUSTIN L & JONI M	2390 RANCH TRAIL RD	2390 RANCH TRAIL RD	LAUREL	MT	59044-3641	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 14, ACRES 0.656
68	C15455	HARMALA, JEREMY & AMY	2360 RANCH TRAIL RD	2360 RANCH TRAIL RD	LAUREL	MT	59044-3641	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 15, ACRES 0.704
69	C15456	WHITMOYER, COLE & KATIE	RANCH TRAIL RD	2330 RANCH TRAIL RD	LAUREL	MT	59044-3641	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 16, ACRES 0.877
70	C15457	MAURER, THOMAS E & JACKIE S	2300 RANCH TRAIL RD	2300 RANCH TRAIL RD	LAUREL	MT	59044-3641	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot 17, ACRES 0.894
71	C15458	YELLOWSTONE COUNTY	SADDLEBACK DR	PO BOX 35000	BILLINGS	MT	59107-5000	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 3, Lot PARK, 1.610 AC (07)
72	C15459	WISE, JASON & SARAH	2715 RANCH TRAIL RD	2715 RANCH TRAIL RD	LAUREL	MT	59044-3645	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 1, ACRES 0.635
73	C15460	MAACK, THOMAS G JR & KAMI L	2685 RANCH TRAIL RD	2685 RANCH TRAIL RD	LAUREL	MT	59044-3611	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 2, ACRES 0.921
74	C15461	BACK NINE TREATMENT TRUST	2665 RANCH TRAIL RD	505 HIGHLAND VIEW CT	MESQUITE	NV	89027-8844	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 3, ACRES 0.596
75	C15462	OLSEN, THORSAN & KARA	2645 RANCH TRAIL RD	2645 RANCH TRAIL RD	LAUREL	MT	59044-3644	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 4, ACRES 0.594
76	C15463	MARTIN, TIMOTHY J & DANIELLE R	2625 RANCH TRAIL RD	2625 RANCH TRAIL RD	LAUREL	MT	59044-3644	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 5, ACRES 0.684
77	C15464	KINDT, GREGORY S & GWENDOLYN A	2605 RANCH TRAIL RD	2605 RANCH TRAIL RD	LAUREL	MT	59044-3644	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 6, ACRES 0.726
78	C15465	MAREK, DENNY R & MARY KAREN	2585 RANCH TRAIL RD	2585 RANCH TRAIL RD	LAUREL	MT	59044-3643	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 7, ACRES 0.572
79	C15466	DAVIDSON, DEVON R & KIMBERLY K	2565 RANCH TRAIL RD	2565 RANCH TRAIL RD	LAUREL	MT	59044-3643	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 8, ACRES 1.99
80	C15467	KETCHUM, SAMUEL J & GAIL A	2545 RANCH TRAIL RD	2545 RANCH TRAIL RD	LAUREL	MT	59044-3643	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 9, ACRES 1.231
81	C15468	BARTHEL, ROBERT P & ROSALIE D	2515 RANCH TRAIL RD	2515 RANCH TRAIL RD	LAUREL	MT	59044-3643	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 10, ACRES 1.105
82	C15469	TRUST AGREEMENT	2485 RANCH TRAIL RD	2485 RANCH TRAIL RD	LAUREL	MT	59044-3642	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 11, ACRES 0.933
83	C15470	FRANK, PHILIP D JR & TAMARA R	2455 RANCH TRAIL RD	2455 RANCH TRAIL RD	LAUREL	MT	59044-3642	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 12, ACRES 0.996
84	C15471	PIERCE, SALLY A & BLAKE A	2435 RANCH TRAIL RD	2435 RANCH TRAIL RD	LAUREL	MT	59044-3642	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 13, ACRES 2.789
85	C15472	BURTON, LUKE & TERRI	2395 RANCH TRAIL RD	2395 RANCH TRAIL RD	LAUREL	MT	59044-3641	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 14, ACRES 1.731
86	C15473	DICK L OSTERMILLER LIVING TRUST	2355 RANCH TRAIL RD	2355 RANCH TRAIL RD	LAUREL	MT	59044-3641	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 15A, 2ND FIL AMD (10)
87	C15474	DONNA LYNN WILSON REVOCABLE LIVING TRUST	2305 RANCH TRAIL RD	2305 RANCH TRAIL RD	LAUREL	MT	59044-3641	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot 16A, 2ND FIL AMD (10)
88	C15476	NORMAN, JESSE T & JENNIFER M	2445 SADDLEBACK DR	2445 SADDLEBACK DR	LAUREL	MT	59044-3624	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 1, ACRES 0.759
89	C15477	CORTEZ, ASHLEY GRIFFITH	2465 SADDLEBACK DR	2465 SADDLEBACK DR	LAUREL	MT	59044-3624	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 2, ACRES 0.784
90	C15478	HOLDEN, ERIC A & TRINITY J	2485 SADDLEBACK DR	2485 SADDLEBACK DR	LAUREL	MT	59044-3624	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 3, ACRES 0.52
91	C15479	TSCHACHER, BARTHOLOMEW M & HEIDI K		1285 SADDLEHORN DR	LAUREL	MT	59044-3639	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 4, ACRES 0.836
92	C15480	GOODSON, MARK & TIFFANY	2575 SADDLEBACK DR	2575 SADDLEBACK DR	LAUREL	MT	59044-3625	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 5, ACRES 0.677
93	C15481	HURTIG, ROBERT & CAROLE J	2615 SADDLEBACK DR	2615 SADDLEBACK DR	LAUREL	MT	59044-3638	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 6, ACRES 0.532
94	C15482	BOHNET, THOMAS S & MARY LOU	2645 SADDLEBACK DR	2645 SADDLEBACK DR	LAUREL	MT	59044-3638	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 7, ACRES 0.667
95	C15483	BURTELL, ELAINE J & DANIEL	2650 RANCH TRAIL RD	2650 RANCH TRAIL RD	LAUREL	MT	59044-3644	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 8, ACRES 0.823
96	C15484	TROSTLE, KEVIN & PAMELA	1310 SADDLEHORN DR	1310 SADDLEHORN DR	LAUREL	MT	59044-3640	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 9, ACRES 1.062
97	C15485	PLUMB, ROSEMARIE & RONNIE J &	1290 SADDLEHORN DR	1290 SADDLEHORN DR	LAUREL	MT	59044-3639	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 10, ACRES 0.967
98	C15486	TSCHACHER, BARTHOLOMEW M & HEIDI K	1285 SADDLEHORN DR	1285 SADDLEHORN DR	LAUREL	MT	59044-3639	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 11A, LT 11A BLK 5 SADDLEBACK RIDGE EST 2ND FIL AMD
99	C15488	HENRY, STEVEN R & JUDY KAY	2540 RANCH TRAIL RD	2540 RANCH TRAIL RD	LAUREL	MT	59044-3643	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 13A, LT 13A BLK 5 SADDLEBACK RIDGE EST 2ND FIL AMD
100	C15489	STEPPE, JUSTIN L & CHRISTINA M	2490 RANCH TRAIL RD	2490 RANCH TRAIL RD	LAUREL	MT	59044-3642	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 14, ACRES 0.589
101	C15490	ANDERSON, DEBORAH J & STEVEN A		4243 REDLINE DR	LAKEWOOD	CA	90713-3332	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 15, ACRES 0.599
102	C15491	JAMES G BELL TRUST	1310 WILD HORSE RD	1310 WILD HORSE RD	LAUREL	MT	59044-3655	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot 16, ACRES 0.587
103	D12800	VENTLING, MARK L & HEIDI K	2070 RANCH TRAIL RD	2070 RANCH TRAIL RD	LAUREL	MT	59044	S06, T02 S, R24 E, C.O.S. 3471, PARCEL 3, (12)
104	D12801	KERNS FAMILY REVOCABLE LIVING TRUST	1410 GOLF COURSE RD	1408 GOLF COURSE RD	LAUREL	MT	59044-3600	S06, T02 S, R24 E, C.O.S. 3099, PARCEL 1B1, AMD TR 1A & 1B (17)

Parcels to Include in expansion:

105	D12806	TRUST AGREEMENT	2065 RANCH TRAIL RD	2485 RANCH TRAIL RD	LAUREL	MT	59044-3642	S06, T02 S, R24 E, C.O.S. 3471, PARCEL 1A, AMD TR 1 & 2 (17)
106	D12806A	VENTLING, KADEN &	2255 RANCH TRAIL RD	2255 RANCH TRAIL RD	LAUREL	MT	59044	S06, T02 S, R24 E, C.O.S. 3471, PARCEL 2A2, AMD (24)

EXHIBIT B
689M SADDLEBACK RIDGE ESTATES - PROPERTY LISTING
FOR 2024 EXPANSION

PARK PARCELS:

C15446	YELLOWSTONE COUNTY	SADDLEBACK DR	PO BOX 35000	BILLINGS	MT 59107-5000	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot PARK, BETWEEN LTS 24 & 25 .234 AC
C15447	YELLOWSTONE COUNTY	SADDLEBACK DR	PO BOX 35000	BILLINGS	MT 59107-5000	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 1, Lot PARK, BETWEEN LTS 27 & 28 .318 AC
C15475	YELLOWSTONE COUNTY	SADDLEBACK DR	PO BOX 35000	BILLINGS	MT 59107-5000	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 4, Lot PARK, .623 AC (07)
C15492	YELLOWSTONE COUNTY	SADDLEBACK DR	PO BOX 35000	BILLINGS	MT 59107-5000	SADDLEBACK RIDGE ESTATES SUB 2ND FIL, S06, T02 S, R24 E, BLOCK 5, Lot PARK, 2.277 AC (07)

B.O.C.C. Regular

b.

Meeting Date: 03/05/2024

Title: Public Hearing to Expand RSID 692M Lupine Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-28 to Expand RSID 692M - Lupine Subdivision

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Deny or Approve

Attachments

RSID 692M Resolution to Expand

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS
Resolution No. 24-28
Resolution to Expand Yellowstone County Rural Special Improvement District No. 692M
(Lupine Subdivision)

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner as an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board's intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to the owner of the property to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 692M to maintain roads in Lupine Subdivision.

WHEREAS, on January 23, 2024, the Yellowstone County Board of County Commissioners passed a resolution of intent to expand Yellowstone County Rural Special Improvement District No. 692M to maintain roads in Lupine Subdivision and set a public hearing on the expansion of the District for March 5, 2024. On January 26, 2024, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the proposed expansion of the District. On January 26, 2024 and February 2, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On March 5, 2024, the Board held a public hearing on the expansion of the District. The Board heard comments on the expansion of the District and considered protests as to the expansion of the District. The Board did not receive enough protests to prevent the expansion of the District. _____ out of 20 property owners protested the expansion of the District. The Board believes the expansion of the District is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners expands Yellowstone County Rural Special Improvement District 692M to maintain roads in Lupine Subdivision. Attached as Exhibit A is a map showing the current boundary and the proposed expanded boundary. Attached as Exhibit B is a listing of current property owners and proposed property owners to be added to the District. The assessment for the District will appear on the property owners' 2024 tax statements.

Passed and Adopted on the 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT B
692M LUPINE SUBDIVISION - PROPERTY LISTING
FOR 2024 EXPANSION

	Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description
1	C12770	MCDONALD, DENNIS W	4170 LUPINE DR	4170 LUPINE DR	BILLINGS	MT	59101-9391	SOUTH RIDGE SUBD 2ND FILING, S06, T02 S, R26 E, BLOCK 2, Lot 1
2	C12771	BRUCE, CORY M	LUPINE DR	4240 LUPINE DR	BILLINGS	MT	59101-9396	SOUTH RIDGE SUBD 2ND FILING, S06, T02 S, R26 E, BLOCK 2, Lot 2
3	C12772	BRUCE, CORY M	4240 LUPINE DR	4240 LUPINE DR	BILLINGS	MT	59101-9396	SOUTH RIDGE SUBD 2ND FILING, S06, T02 S, R26 E, BLOCK 2, Lot 3
4	C12773	READY, JAMES M & AMY L	4280 LUPINE DR	4280 LUPINE DR	BILLINGS	MT	59101-9396	SOUTH RIDGE SUBD 2ND FILING, S06, T02 S, R26 E, BLOCK 2, Lot 4
5	C13345	BROWN, DAVID G	5800 CEDAR RIDGE RD	5800 CEDAR RIDGE RD	BILLINGS	MT	59101-9326	SOUTH RIDGE SUBD 3ND FILING, S06, T02 S, R26 E, BLOCK 3, Lot 1, (02) **MULTIPLE DISTRICTS** SD 3- 3.377 AC, SD 4-1.69 AC
6	C13346	LARSON, DWIGHT WESTLEY	5890 CEDAR RIDGE RD	5890 CEDAR RIDGE RD	BILLINGS	MT	59101-9326	SOUTH RIDGE SUBD 3ND FILING, S06, T02 S, R26 E, BLOCK 3, Lot 2, **MULTIPLE DISTRICT** SD 3- 3.84 AC SD 4 - 1.16 AC (02)
7	C13347	RUPPRECHT, ROBYN K & JON S	4110 LUPINE DR	4110 LUPINE DR	BILLINGS	MT	59101-9391	SOUTH RIDGE SUBD 3ND FILING, S06, T02 S, R26 E, BLOCK 3, Lot 3, **MULTI-DISTRICT** SD 3 - 4.13 AC SD 4 - .87 AC (02)
8	C13348	GILL, PHILLIP J &	4124 LUPINE DR	4124 LUPINE DR	BILLINGS	MT	59101-9391	SOUTH RIDGE SUBD 3ND FILING, S06, T02 S, R26 E, BLOCK 3, Lot 4, ACRES 4.64
9	C14290	WEBB, RANDY A & ANDREA L	5705 LUPINE DR	5705 LUPINE DR	BILLINGS	MT	59101-9492	LUPINE SUB, S06, T02 S, R26 E, BLOCK 1, Lot 1
10	C14291	QUAMMEN, ALISON	5750 LUPINE RD E	5750 E LUPINE RD	BILLINGS	MT	59101-9363	LUPINE SUB, S06, T02 S, R26 E, BLOCK 1, Lot 2
11	C14293	CLARK, GUY M	5726 E LUPINE RD	PO BOX 81448	BILLINGS	MT	59108-1448	LUPINE SUB, S06, T02 S, R26 E, BLOCK 1, Lot 3
12	C14294	HALL, RUSSELL B & KAYLENE N	4125 LUPINE DR	4125 LUPINE DR	BILLINGS	MT	59101-9391	LUPINE SUB, S06, T02 S, R26 E, BLOCK 1, Lot 4
13	C14295	MURI, DENNIS W	4095 LUPINE DR	4095 LUPINE DR	BILLINGS	MT	59101-9430	LUPINE SUB, S06, T02 S, R26 E, BLOCK 1, Lot 5
14	C14669	HAFFEY, GERARD SCOTT &	5725 E LUPINE RD	5725 E LUPINE RD	BILLINGS	MT	59101-9363	WILDWOOD SUB, S06, T02 S, R26 E, BLOCK 1, Lot 5, ACRES 4.268
15	D03275	HAFFEY, G SCOTT & SHERRY A		5725 E LUPINE RD	BILLINGS	MT	59101-9363	S06, T02 S, R26 E, C.O.S. 1932, PARCEL 2, (LESS WILDWOOD SUB)
16	D03277A	ELWELL, KENNETH A & JULIE A	5755 E LUPINE RD	5755 E LUPINE RD	BILLINGS	MT	59101-9363	HAFFEY VALLEY SUB (07), S06, T02 S, R26 E, BLOCK 1, Lot 1
Parcels to Include in expansion:								
17	D02034	CEDAR RIDGE TRACT 3 TRUST		2620 COLONIAL DR	HELENA	MT	59601-4998	S31, T01 S, R26 E, C.O.S. 3831, PARCEL 3, (23)
18	D02035	CARLE, MICHAEL A & VICKI LYNN TRUSTEES		1425 OKLAHOMA STAR TRL W	BILLINGS	MT	59105-5502	S31, T01 S, R26 E, C.O.S. 3831, PARCEL 2, (23)
19	D03025	CHANDLI, ALEX		15770 SPRIG ST	CHINO HILLS	CA	91709-2838	S01, T02 S, R25 E, C.O.S. 3831, PARCEL 1, (23) **MULIT LEVY DIST** 9.48 SD 4 & 10.854 AC SD 3 & 9.39 AC SD 4, 10.854 AC SD 3
20	D11249	CONLEY, JEANNE L	4130 LUPINE DR	15770 SPRIG ST	CHINO HILLS	CA	91709-2838	S01, T02 S, R25 E, C.O.S. 2311, PARCEL 2

B.O.C.C. Regular

c.

Meeting Date: 03/05/2024

Title: Public Hearing to Expand RSID 696M Elk River Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-29 to Expand RSID 696M - Elk River Subdivision

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 696M Resolution to Expand

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS
Resolution No. 24-29
Resolution to Expand Yellowstone County Rural Special Improvement District No. 696M
(Elk River Subdivision)

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner as an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board's intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to the owner of the property to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 696M to maintain roads in Elk River Subdivision.

WHEREAS, on January 23, 2024, the Yellowstone County Board of County Commissioners passed a resolution of intent to expand Yellowstone County Rural Special Improvement District No. 696M to maintain roads in Elk River Subdivision and set a public hearing on the expansion of the District for March 5, 2024. On January 26, 2024, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the proposed expansion of the District. On January 26, 2024 and February 2, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On March 5, 2024, the Board held a public hearing on the expansion of the District. The Board heard comments on the expansion of the District and considered protests as to the expansion of the District. The Board did not receive enough protests to prevent the expansion of the District. _____ out of 21 property owners protested the expansion of the District. The Board believes the expansion of the District is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners expands Yellowstone County Rural Special Improvement District 696M to maintain roads in Elk River Subdivision. Attached as Exhibit A is a map showing the current boundary and the proposed expanded boundary. Attached as Exhibit B is a listing of current property owners and proposed property owners to be added to the District. The assessment for the District will appear on the property owners' 2024 tax statements.

Passed and Adopted on the 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT A RSID 696M





 Proposed Expansion
 RSID 696m

EXHIBIT B
696M ELK RIVER SUBDIVISION - PROPERTY LISTING
FOR 2024 EXPANSION

	Tax ID	Owner_Name	MailAddr1	City	ST	Zip	Legal Description
1	C12859	NELSON, JERRIE LYNN	9340 S FRONTAGE RD	BILLINGS	MT	59101-6100	EDWARD RANCHES SUBD, S33, T01 S, R25 E, BLOCK 1, Lot 5, REMAINDER (03)
2	C14411	HADLEY, JUSTIN D & BROOK L	3515 ELK RIVER RD	BILLINGS	MT	59101-6316	ELK RIVER SUB, S33, T01 S, R25 E, BLOCK 1, Lot 1, ACRES 3.037
3	C14412	MCLEAN, MITCHELL	3545 ELK RIVER RD	BILLINGS	MT	59101-6316	ELK RIVER SUB, S33, T01 S, R25 E, BLOCK 1, Lot 2, ACRES 2.025
4	C14413	JOHNSON, OWEN A & SHANNON M	3575 ELK RIVER RD	BILLINGS	MT	59101-6316	ELK RIVER SUB, S33, T01 S, R25 E, BLOCK 1, Lot 3, ACRES 2.025
5	C14414	SHEPHERD, BRIAN & MITZI Y	3595 ELK RIVER RD	BILLINGS	MT	59101-6316	ELK RIVER SUB, S33, T01 S, R25 E, BLOCK 1, Lot 4, ACRES 3.06
6	C14718	INTERSTATE STORAGE LLC	PO BOX 81565	BILLINGS	MT	59108-1565	COYOTE SUBD, S33, T01 S, R25 E, BLOCK 1, Lot 4
7	C14719	INTERSTATE STORAGE LLC	PO BOX 81565	BILLINGS	MT	59108-1565	COYOTE SUBD, S33, T01 S, R25 E, BLOCK 1, Lot 5
8	C16375	C&H BUILDERS INC	2752 US HIGHWAY 87 E	BILLINGS	MT	59101-6647	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R25 E, BLOCK 2, Lot 2
9	C16376	ABRAMS, DEREK J & SHEENA H	9300 ELK RIVER CIR	BILLINGS	MT	59101-7608	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R25 E, BLOCK 2, Lot 3
10	C16377	BRANDON AND AMANDA GLOVER LIVING TRUST	3617 ELK RIVER RD	BILLINGS	MT	59101-7606	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R25 E, BLOCK 2, Lot 4
11	C16378	DEHERRERA, JEREMY S & ALYSSA M	3627 ELK RIVER RD	BILLINGS	MT	59101-7606	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R25 E, BLOCK 2, Lot 5
12	C16379	KELLER, BRADY S & JAIME L	3637 ELK RIVER RD	BILLINGS	MT	59101-7606	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R25 E, BLOCK 2, Lot 6
13	C16380	GARTNER, GEORGE J & BETH M	9221 KAUTZMAN RD	BILLINGS	MT	59101-6115	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R26 E, BLOCK 2, Lot 7
14	C16381	DONOVAN, GARY W & CAROL A	9215 KAUTZMAN RD	BILLINGS	MT	59101-6115	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R26 E, BLOCK 2, Lot 8
15	C16382	MCKENZIE, ROSEMARIE	9209 KAUTZMAN RD	BILLINGS	MT	59101-6115	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R26 E, BLOCK 2, Lot 9
16	D01073	MANN, TIMOTHY L & BETH A	3500 ELK RIVER RD	BILLINGS	MT	59101-6316	S33, T01 S, R25 E, C.O.S. 974, PARCEL 5A1, AMD (13)
17	D01075	LELAND, JACOB A &	9301 ELK RIVER CIR	BILLINGS	MT	59101-7608	ELK RIVER SUB 2ND FILINGS (08), S33, T01 S, R25 E, BLOCK 2, Lot 1
Parcels to include in expansion:							
18	C17249	KIRSCHENMANN, BRYCE & ERIN	3598 ELK RIVER RD	BILLINGS	MT	59101-6316	ANGLERS WAY SUB (19), S33, T01 S, R25 E, BLOCK 1, Lot 1, ACRES 2.003
19	D01082	MONTGOMERY, BOYD & KIM	9216 KAUTZMAN RD	BILLINGS	MT	59101-6115	S33, T01 S, R25 E, C.O.S. 974, PARCEL 13A1, AMD (15)
20	D01082A	EVENSON, JAYSON & VERONNAKA	9246 KAUTZMAN RD	BILLINGS	MT	59101-6115	S33, T01 S, R25 E, C.O.S. 974, PARCEL 13A2A, AMD PARCEL 12 B & 13A2 (18)
21	D12687	REALLY GOOD LLC	3588 ELK RIVER RD	BILLINGS	MT	59101-6316	S33, T01 S, R25 E, C.O.S. 974, PARCEL 5B1A, AMD TR 5B1 (17)

B.O.C.C. Regular

Meeting Date: 03/05/2024

Title: Resolution to Change BOCC Meeting from March 26th to March 25th

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 24-32 to Change the Board Meeting from Tuesday, March 26, 2024, to Monday, March 25, 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution to Change the BOCC Meeting

RESOLUTION NO. 24 - 32

Establishing a Special Date of the Board of County Commissioners

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, established an official meeting time for Tuesdays at 9:30 A.M. for official meetings of the Board of County Commissioners,

WHEREAS, the Board of County Commissioners, pursuant to Section 7-5-2122, M.C.A., must set any official Board meeting changes by resolution;

WHEREAS, The Board will not be able to convene for the meeting time set for Tuesday, March 26, 2024 @ 9:30 a.m. and the Board of County Commissioners wish to establish a special meeting time in lieu of that time;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Monday, March 25, 2024 at 9:30 A.M.**, in lieu of the Tuesday March 26, 2024 at 9:30 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 5th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

Mark Morse, Member

Donald W. Jones Member

ATTEST:

(SEAL)

Jeff Martin
Clerk and Recorder, Yellowstone County, Montana

B.O.C.C. Regular

Meeting Date: 03/05/2024

Title: CHS Abatement Resolution of Intent

Submitted By: Steve Williams

TOPIC:

Resolution 24-33 of Intent to Grant Tax Abatement to CHS, Inc. on Class Eight Property and Setting the Public Hearing for Tuesday, March 19, 2024, at 9:30 a.m. in Room 3108

BACKGROUND:

CHS has applied for a tax abatement on Class 8 property. This requires a resolution of intent to hold a public hearing.

RECOMMENDED ACTION:

Approve

Attachments

CHS Application

MCA 15-6-138

CHS Abatement Resolution of Intent



January 12, 2024

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

Re: Application for Property Tax Abatement Application for Manufacturing Machinery, Fixtures, and Equipment - Laurel Refinery

Dear County Commissioners,

With this letter, we are requesting that our attached Class Eight Business Equipment Property be certified for the Property Tax Abatement for Manufacturing Machinery, Fixtures, and Equipment. The listed equipment is used to manufacture crude oil into finished petroleum products from 10/01/2023 thru 12/31/2023.

Please contact Julie Petersen at julie.petersen@chsinc.com if you have any questions or need additional information.

I certify that, on the date of this application, my company is in substantial compliance with all rules, laws, orders and permit conditions applicable to the equipment that is the subject of this certification application.

Sincerely,

Julie Petersen
Financial Analyst
406-628-5297

Attachments

Asset Number	Major Accounting Class	Description	AFE Number	Unit	Life Months	Month/Year Added to FA	1 - Cost Cumulative 12 Actual 2023	Category Code 13
270086	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 G8	Zone D	240	12/23	765.50	PP - Personal Property
270073	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 B1	Zone D	240	12/23	2,282.00	PP - Personal Property
270074	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 B1	Zone D	240	12/23	3,341.00	PP - Personal Property
270126	E - Machinery and Equipment	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	3,591.24	PP - Personal Property
270127	E - Machinery and Equipment	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	3,591.24	PP - Personal Property
270095	E - Machinery and Equipment	Lab CFPPP Instrument	EB23184	General	240	12/23	4,908.73	PP - Personal Property
270085	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 G8	Zone D	240	12/23	4,935.80	PP - Personal Property
270088	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 J1	Zone D	240	12/23	7,736.40	PP - Personal Property
270079	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 G3	Zone D	240	12/23	11,670.50	PP - Personal Property
270128	E - Machinery and Equipment	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	11,922.17	PP - Personal Property
270129	E - Machinery and Equipment	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	11,922.17	PP - Personal Property
270118	E - Machinery and Equipment	Zone A Amine Filter Bulk Mater	EB2023 F4	Zone A	240	12/23	12,421.58	PP - Personal Property
270119	E - Machinery and Equipment	Zone A Amine Filter Bulk Mater	EB2023 F4	Zone A	240	12/23	12,421.58	PP - Personal Property
270080	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 G3	Zone D	240	12/23	16,911.60	PP - Personal Property
270114	E - Machinery and Equipment	Zone A Amine Filter Major Equi	EB2023 C1	Zone A	240	12/23	29,872.58	PP - Personal Property
270115	E - Machinery and Equipment	Zone A Amine Filter Major Equi	EB2023 C1	Zone A	240	12/23	29,872.58	PP - Personal Property
270094	E - Machinery and Equipment	Lab CFPPP Instrument	EB23184	General	240	12/23	38,127.58	PP - Personal Property
270076	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 E3	Zone D	240	12/23	63,091.20	PP - Personal Property
269828	E - Machinery and Equipment	Lab NEX CG II XRF Instrument	EB23179	General	240	10/23	72,255.00	PP - Personal Property
270075	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 C6	Zone D	240	12/23	82,190.80	PP - Personal Property
270112	OH - Overhead	Zone A Amine Filter Major Equi	EB2023 C1	Zone A	240	12/23	1,326.00	PP - Personal Property
270113	OH - Overhead	Zone A Amine Filter Major Equi	EB2023 C1	Zone A	240	12/23	1,326.00	PP - Personal Property
270082	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G6	Zone D	240	12/23	1,969.00	PP - Personal Property
270081	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G6	Zone D	240	12/23	2,325.00	PP - Personal Property
270071	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 B1	Zone D	240	12/23	3,662.00	PP - Personal Property
270084	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G8	Zone D	240	12/23	5,482.50	PP - Personal Property
270070	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 B1	Zone D	240	12/23	15,459.30	PP - Personal Property
270083	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G8	Zone D	240	12/23	27,399.70	PP - Personal Property
270124	OH - Overhead	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	33,377.46	PP - Personal Property
270125	OH - Overhead	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	33,377.46	PP - Personal Property
270078	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G3	Zone D	240	12/23	54,437.60	PP - Personal Property
270122	OH - Overhead	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	68,224.99	PP - Personal Property
270123	OH - Overhead	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	68,224.99	PP - Personal Property
270077	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G3	Zone D	240	12/23	124,120.10	PP - Personal Property

864,543.62



Property Tax Abatement Application for Manufacturing Machinery, Fixtures, and Equipment

ABATE
V1 9/2023

The property owner or the property owner's representative must submit this application to the local governing body of the county where the property is located for approval by resolution. Refer to [15-6-138. MCA](#) for the definition of manufacturing machinery, fixtures, and equipment, and for detailed information on the application process.

For property used in a manufacturing process for which the property owner did not seek approval prior to commencing construction, the property owner must apply by:

- March 1 of the year during which the abatement is first applicable for manufacturing machinery, fixtures, and equipment installed and placed in service after October 1, 2023; or
- January 31, 2024, for manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, and before October 1, 2023.

Required Information

Applicant Name

CHS Inc.

Property Address

308 Highway 212 South

Mailing Address

308 Highway 212 South

City Laurel

State Montana ZIP 59044

City Laurel

County Yellowstone

State Montana ZIP 59044

Geocode(s) Can be found on the classification and appraisal notice.

Email julie.petersen@chsinc.com

03-0821-16-4-09-01-0000

Contact Phone (406) 498-5201

Assessment code(s) Can be found on the classification and appraisal notice.

00D027390

Complete the questions below for the project's qualifying manufacturing machinery, fixtures, and equipment.

1. Project's construction commencement date 10/01/2023
2. Project's estimated construction completion date 12/31/2023
3. A project plan is included with the application providing specific descriptions of qualifying manufacturing machinery, fixtures, and equipment. Yes No

Project plan must include site plans, construction blueprints or CAD files, and detailed equipment list with complete installation costs for each qualifying component.

4. NAICS code for the property 324110

Applicant Signature Julie Petersen Date 02/12/2024

Printed Name Julie Petersen

Important! The applicant must provide a copy of their application to the Department of Revenue within 30 days of submitting their application to the local governing body.

Questions? Contact us at dorpadindustrial@mt.gov or (406) 444-7968.

West's Montana Code Annotated
Title 15. Taxation (Refs & Annos)
Chapter 6. Property Subject to Taxation
Part 1. Classification

MCA 15-6-138

15-6-138. Class eight property--description--taxable percentage

Effective: October 1, 2023

Currentness

(1) Class eight property includes:

(a) all agricultural implements and equipment that are not exempt under [15-6-207](#) or [15-6-220](#);

(b) all mining machinery, fixtures, equipment, tools that are not exempt under [15-6-219](#), and supplies except those included in class five under [15-6-135](#);

(c) for oil and gas production, all:

(i) machinery;

(ii) fixtures;

(iii) equipment, including flow lines and gathering lines, pumping units, oil field storage tanks, water storage tanks, water disposal injection pumps, gas compressor and dehydrator units, communication towers, gas metering shacks, treaters, gas separators, water flood units, and gas boosters, together with equipment that is skidable, portable, or movable;

(iv) tools that are not exempt under [15-6-219](#); and

(v) supplies except those included in class five;

(d) all manufacturing machinery, fixtures, equipment, tools, except a certain value of hand-held tools and personal property related to space vehicles, ethanol manufacturing, and industrial dairies and milk processors as provided in [15-6-220](#), and supplies except those included in class five;

(e) all goods and equipment that are intended for rent or lease, except goods and equipment that are specifically included and taxed in another class or that are rented under a purchase incentive rental program as defined in [15-6-202\(4\)](#);

(f) special mobile equipment as defined in [61-1-101](#);

(g) furniture, fixtures, and equipment, except that specifically included in another class, used in commercial establishments as defined in this section;

(h) x-ray and medical and dental equipment;

(i) citizens band radios and mobile telephones;

(j) radio and television broadcasting and transmitting equipment;

(k) cable television systems;

(l) coal and ore haulers;

(m) theater projectors and sound equipment; and

(n) all other property that is not included in any other class in this part, except that property that is subject to a fee in lieu of a property tax.

(2) As used in this section, the following definitions apply:

(a) “Coal and ore haulers” means nonhighway vehicles that exceed 18,000 pounds an axle and that are primarily designed and used to transport coal, ore, or other earthen material in a mining or quarrying environment.

(b) “Commercial establishment” includes any hotel, motel, office, petroleum marketing station, or service, wholesale, retail, or food-handling business.

(c) “Flow lines and gathering lines” means pipelines used to transport all or part of the oil or gas production from an oil or gas well to an interconnection with a common carrier pipeline as defined in [69-13-101](#) or a rate-regulated natural gas transmission or oil transmission pipeline regulated by the public service commission or the federal energy regulatory commission.

(d) “Governing body” means the governing body of the county where the class eight property is located.

(e) “Manufacturing machinery, fixtures, and equipment” means all property used in the manufacturing process, whether permanently or temporarily in place, to transform raw or finished materials into something possessing a new nature or name and adopted to a new use. The term includes but is not limited to refinery property.

(3) Except as provided in [15-24-1402](#) and this section, class eight property is taxed at:

(a) for the first \$6 million of taxable market value in excess of the exemption amount in subsection (4), 1.5%; and

(b) for all taxable market value in excess of \$6 million, 3%.

(4)(a) Except as provided in subsection (4)(b), the first \$1 million of market value of class eight property of a person or business entity is exempt from taxation.

(b) Subject to subsection (6), manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, are exempt or partially exempt from taxation for a period of 5 years starting from the later of the date they were placed in service or October 1, 2023, after which the exemption amount allowed under subsection (6)(d) is phased out at a rate of 20% of the amount allowed by the governing body a year, with the property being assessed at 100% of its taxable value after a 10-year period. An entity that claims a tax exemption under this subsection (4)(b) shall maintain adequate books and records demonstrating the investment the owner made when installing and placing the property into service in the state. The property owners shall make the records available to the department for inspection on request.

(5) The gas gathering facilities of a stand-alone gas gathering company providing gas gathering services to third parties on a contractual basis, owning more than 500 miles of gas gathering lines in Montana, and centrally assessed in tax years prior to 2009 must be treated as a natural gas transmission pipeline subject to central assessment under [15-23-101](#). For purposes of this subsection, the gas gathering line ownership of all affiliated companies, as defined in [section 1504\(a\) of the Internal Revenue Code, 26 U.S.C. 1504\(a\)](#), must be aggregated for purposes of determining the 500-mile threshold.

(6)(a) In order for a taxpayer to receive the tax abatement described in subsection (4)(b), the taxpayer shall submit an application for the abatement and a project plan to the governing body and receive approval pursuant to this subsection (6). For property in which a taxpayer does not seek approval prior to commencing construction, the taxpayer shall apply:

(i) by March 1 of the year during which the abatement is first applicable for property placed in service on or after October 1, 2023; or

(ii) by January 31, 2024, for property placed in service after December 31, 2022, and before October 1, 2023.

(b) In order to receive an abatement, the governing body must approve the abatement request in the application by resolution for each project, following due notice as provided in [7-1-2121](#) and a public hearing. The governing body may not grant approval for the project until the applicant's property taxes have been paid in full. Taxes paid under protest do not preclude approval. If a taxpayer receives approval of a tax abatement prior to commencement of construction, the abatement does not extend to property that is outside the scope of the project plan that was submitted to the governing body with the application.

(c) The purpose of the public hearing is to determine whether the manufacturing machinery, fixtures, and equipment eligible for an abatement has an impact on services. The governing body shall:

(i) publish due notice within 60 days of receiving a taxpayer's complete application for the tax abatement; and

(ii) conduct a public hearing regarding an application for the tax abatement and make a determination whether the eligible abatement activities will have a fiscal impact to the county.

(d) Within 120 days of receiving the application provided for in subsection (6)(a), the governing body shall issue a decision regarding whether to allow the abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving the application, the application is considered approved in an amount equal to 100%. If the property qualifies for the abatement, the local government may not deny the abatement and the minimum amount of the abatement may not be less than 80%.

Credits

Enacted by Laws 1979, ch. 693, § 8. Amended by Laws 1981, ch. 575, § 62; amended by Laws 1983, ch. 278, § 1; amended by Laws 1983, ch. 599, § 1; amended by Laws 1985, ch. 516, § 4; amended by Laws 1985, ch. 743, § 3; amended by Laws 1987, ch. 453, § 5; amended by Laws 1987, ch. 584, § 1; amended by Laws 1987, ch. 611, § 3; amended by Laws 1989, ch. 576, § 2; amended by Laws 1989, ch. 598, § 2; amended by Sp. Sess. Laws June 1989, ch. 10, § 5; amended by Laws 1993, ch. 575, § 1; amended by Laws 1995, ch. 570, § 1; amended by Laws 1997, ch. 121, § 2; amended by Laws 1997, ch. 496, § 2; amended by Laws 1999, ch. 285, § 12; amended by Laws 1999, ch. 551, § 1; amended by Laws 1999, ch. 555, § 2; amended by Sp. Sess. Laws May 2000 (Laws 2000, 1st Sp. Sess.), ch. 11, § 2; amended by Laws 2001, ch. 438, § 1; amended by Laws 2003, ch. 114, § 19; amended by Laws 2003, ch. 505, § 1; amended by Laws 2005, ch. 3, § 1; amended by Laws 2005, ch. 531, § 1; amended by Laws 2005, ch. 532, § 2; amended by Laws 2005, ch. 542, § 6; amended by Laws 2005, ch. 584, § 2; amended by Laws 2009, ch. 2, § 20, eff. Oct. 1, 2009; amended by Laws 2009, ch. 343, § 1, eff. April 24, 2009; amended by Laws 2009, ch. 421, § 5, eff. April 30, 2009; amended by Laws 2009, ch. 487, § 1, eff. May 10, 2009; amended by Laws 2011, ch. 411, § 2, eff. July 1, 2011; amended by Laws 2013, ch. 11, § 1, eff. Feb. 13, 2013; amended by Laws 2013, ch. 268, § 4, eff. Oct. 1, 2013; amended by Laws 2013, ch. 396, § 2, eff. May 6, 2013; amended by Laws 2015, ch. 361, § 8, eff. April 29, 2015; amended by Laws 2021, ch. 506, §§ 4, 5, eff. July 1, 2021, and Oct. 1, 2022; amended by Laws 2023, ch. 45, § 2, eff. Oct. 1, 2023; amended by Laws 2023, ch. 234, § 1, eff. April 24, 2023; amended by Laws 2023, ch. 695, § 1, eff. Oct. 1, 2023.

Notes of Decisions (16)

MCA 15-6-138, MT ST 15-6-138

Current through chapters effective January 1, 2024 of the 2023 Session. Some statute sections may be more current, see credits for details.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24- 33

Resolution of Intent to Grant Tax Abatement to CHS, Inc. on Class Eight Property

WHEREAS, pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, if an owner of class eight property applies for a tax abatement on the property to a board of county commissioners, the board must approve the abatement. Attached is a copy of the statute. For the first five years, the tax on the property is abated at 80, 90 or 100 percent. *Id.* For the next five years, the tax on the property is increased until the property is fully taxed. *Id.* Pursuant to Section 15-6-138(6)(d) of the Montana Code Annotated, the only discretion a board has with the tax abatement is the percentile of the abatement during the initial five-year period of the abatement. The board can approve an 80, 90 or 100 percent abatement for the period. *Id.* If a board does not act upon an application, the application is deemed approved at 100 percent of the abatement during the period. *Id.*

WHEREAS, pursuant to Section 15-6-138(6)(b) of the Montana Code Annotated, for a board of county commissioners to grant a tax abatement on class eight property, it should pass a resolution of intent to hold a public hearing, publish notice of the public hearing, receive public comment, hold a public hearing and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received an application from CHS Inc., the owner of the refinery in Laurel, that owns class eight property, for a tax abatement on the property. Attached is a copy of the application seeking a tax abatement on \$864,543.62 of equipment. The Board reviewed the application. CHS appears to meet the requirements to receive an abatement. The application was timely submitted and encompasses class eight property.

NOW THEREFORE, BE IT RESOLVED,

Pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, the Yellowstone County Board of County Commissioners intends to approve a tax abatement on the class eight property owned by CHS as indicated in the application.

On March 19, 2024, the Board will hold a public hearing on the approval of the abatement. The Board orders the Yellowstone County Clerk and Recorder to provide notice of the hearing, make copies of the application and tax abatement projections available to the public, receive written comments on the abatement and provide the comments to the Board before the hearing.

At the hearing, the Board will receive comments on the abatement and consider the comments. After the hearing, the Board will decide whether CHS meets the requirements to receive the abatement and, if it meets the requirements, the percentile of the abatement during the initial five-year period.

Passed and Adopted on the 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

- Attachments**
Statute
Application

B.O.C.C. Regular

3. a.

Meeting Date: 03/05/2024

Title: Resolution of Intent to Expand RSID 799M Curly Willow Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-24 of Intent to Expand RSID 799M Curly Willow Subdivision, Setting the Public Hearing for Tuesday, April 9, 2024, at 9:30 a.m. in Room 3108

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 799M Resolution of Intent to Expand

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-24

**Resolution of Intent to Expand Yellowstone County Rural Special Improvement District No. 799M
(Curly Willow Subdivision)**

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement district once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner has an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board’s intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to all current property owners and all proposed property owners to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District 799M to maintain the dry hydrant in Curly Willow Subdivision. Attached as Exhibit A is the map showing the current boundary and the proposed boundary and Exhibit B showing current property owners and proposed property owner expansion.

WHEREAS, it has been determined that property adjacent to the existing Rural Special Improvement District 799M are benefitted properties accessing the district dry hydrant and the benefitted property status requires the change of boundaries for RSID #799M for the maintenance of the dry hydrant within the district.

WHEREAS, the boundaries of the district will be changed to include tax codes C17249, C17250, C17251, C17252, C17253, C17254, C17255, C17256, C17257, & C17258.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to expand Yellowstone County Rural Special Improvement District No. 799M to include benefitted parcels C17249, C17250, C17251, C17252, C17253, C17254, C17255, C17256, C17257, & C17258 to maintain the dry hydrant within Curly Willow Subdivision.

On April 9, 2024, the Board shall hold a public hearing on the expansion of the District. At the hearing, the Board will receive comments and consider protests on the expansion of the District. The Board orders the Yellowstone County Clerk and Recorder to publish notice of the public hearing, mail notice of the public hearing to all current property owners and all proposed property owners within the proposed expansion of the District, receive written comments and protests on the expansion of the District and provide the comments and protests to the Board before the hearing. After the hearing, if enough property owners have not protested the expansion of the District and the Board believes the expansion is in the best interest of the public, it will pass a resolution to expand the District. Conversely, if either enough property owners have protested the expansion of the District or the Board believes the expansion is not in the best interest of the public, it will pass a resolution not to expand the District.

Passed and Adopted on the 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT B
RSID 799M CURLY WILLOW SUBDIVISION - PROPERTY LISTING
FOR 2024 EXPANSION

Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description	
1	C16669	KORTLANDER, CHRISTOPHER	3625 S 56TH ST W	100 24TH ST W STE 100	BILLINGS	MT	59102-4771	CURLY WILLOW SUB (12), S33, T01 S, R25 E, Lot 1
2	C16670	M AND M LAND COMPANY LLC	5 56TH ST W	PO BOX 21637	BILLINGS	MT	59104-1637	CURLY WILLOW SUB (12), S33, T01 S, R25 E, Lot 2
3	C16671A	SCHMIDT & LANTIS LLC	3641 S 56TH ST W	3641 S 56TH ST W UNIT 1	BILLINGS	MT	59101-6130	LEANING WILLOW CONDOMINIUMS (13), S33, T01 S, R25 E, UNIT 1, 16.670% COMMON AREA INTEREST, LOC @ LT 3 CURLY WILLOW SUB
4	C16671B	WILSON, KARL C	3641 S 56TH ST W	3641 S 56TH ST W UNIT 2	BILLINGS	MT	59101-6130	LEANING WILLOW CONDOMINIUMS (13), S33, T01 S, R25 E, UNIT 2, 16.670% COMMON AREA INTEREST, LOC @ LT 3 CURLY WILLOW SUB
5	C16671C	BAILEY, ROBIN & SHELLEY GERARD	3641 S 56TH ST W	2910 S 51ST ST W	BILLINGS	MT	59106-3840	LEANING WILLOW CONDOMINIUMS (13), S33, T01 S, R25 E, UNIT 3, 16.670% COMMON AREA INTEREST, LOC @ LT 3 CURLY WILLOW SUB
6	C16671D	STEADFAST PARTNERS LLP	3643 S 56TH ST W	1215 PRINCETON AVE	BILLINGS	MT	59102-1716	LEANING WILLOW CONDOMINIUMS (13), S33, T01 S, R25 E, UNIT 4, 16.670% COMMON AREA INTEREST, LOC @ LT 3 CURLY WILLOW SUB
7	C16671E	WILSON, KARL C	3643 S 56TH ST W	3641 S 56TH ST W UNIT 2	BILLINGS	MT	59101-6130	LEANING WILLOW CONDOMINIUMS (13), S33, T01 S, R25 E, UNIT 5, 16.670% COMMON AREA INTEREST, LOC @ LT 3 CURLY WILLOW SUB
8	C16671F	FLEURY INVESTMENTS LLC	3643 S 56TH ST W	5194 BRIDLE CREEK TRL	BILLINGS	MT	59106-3305	LEANING WILLOW CONDOMINIUMS (13), S33, T01 S, R25 E, UNIT 6, 16.670% COMMON AREA INTEREST, LOC @ LT 3 CURLY WILLOW SUB
9	C16672A	PACIFIC PROPERTIES MT LLC	3645 S 56TH ST W	PO BOX 81371	BILLINGS	MT	59108-1371	HANGING WILLOW CONDOMINIUM ASSOCIATION (17), S33, T01 S, R25 E, UNIT 1, 16.670% COMMON AREA INTEREST, LOC @ LT 4 CURLY WILLOW SUB
10	C16672B	STERLING ENTERPRISES LLC	3645 S 56TH ST W	500 GREYBULL AVE UNIT A	GREYBULL	WY	82426-2066	HANGING WILLOW CONDOMINIUM ASSOCIATION (17), S33, T01 S, R25 E, UNIT 2, 16.670% COMMON AREA INTEREST, LOC @ LT 4 CURLY WILLOW SUB
11	C16672C	OCNEK LLC	3645 S 56TH ST W	2436 GLENGARRY LN	BILLINGS	MT	59101-9424	HANGING WILLOW CONDOMINIUM ASSOCIATION (17), S33, T01 S, R25 E, UNIT 3, 33.333% COMMON AREA INTEREST, LOC @ LT 4 CURLY WILLOW SUB
12	C16672D	FLEURY INVESTMENTS LLC	3645 S 56TH ST W	5194 BRIDLE CREEK TRL	BILLINGS	MT	59106-3305	HANGING WILLOW CONDOMINIUM ASSOCIATION (17), S33, T01 S, R25 E, UNIT 4, 33.333% COMMON AREA INTEREST, LOC @ LT 4 CURLY WILLOW SUB
13	C17259	JELLISON, DANIEL A &	9314 SANCTUARY ESTATES DR	9314 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	DANWALT SUB (19), S33, T01 S, R25 E, Lot 2, ACRES 0.938
14	C17260	CARD, KEVIN E & AMY M	9337 SANCTUARY ESTATES DR	1302 COOK AVE	BILLINGS	MT	59102-5509	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 1, (19)
15	C17261	DVORAK, RICK &	SANCTUARY ESTATES DR	9337 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 2
16	C17262	DVORAK, RICK J	9405 SANCTUARY ESTATES DR	9405 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7619	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 3
17	C17263	CARD, KEVIN & AMY	9415 SANCTUARY ESTATES DR	9337 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 4
18	C17264	SEKORA, DALE ROBERT & LORI LYNN	9420 SANCTUARY ESTATES DR	9420 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7619	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 5
19	C17265	DEBRA A REGER REVOCABLE TRUST &	SANCTUARY ESTATES DR	1605 WESTRIDGE CIR	BILLINGS	MT	59102-7924	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 6
20	C17266	REGER-JOSEPH, ABBIE &	9348 SANCTUARY ESTATES DR	9348 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 7
21	C17267	REED, RUSSELL & PAMELA	9340 SANCTUARY ESTATES DR	9340 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 8
22	C17268	LORENZ, VANCE & TINA	9334 SANCTUARY ESTATES DR	3701 S 56TH ST W UNIT 1	BILLINGS	MT	59101-6124	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 9
23	C17269	O'DONNELL, CHRIS & JANA	9332 SANCTUARY ESTATES DR	288 QUIET WATER AVE	BILLINGS	MT	59105-2847	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 10
24	C17270	2K ENTERPRISES LLC	SANCTUARY ESTATES DR	9216 KAUTZMAN RD	BILLINGS	MT	59101-6115	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, PRIVATE PARK
25	C18642	LOCKWOOD MINI STORAGE LLC	9508 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SUBD (24), S33, T01 S, R25 E, Lot 1A, AMD (24)
26	C18643	ABC REAL ESTATE INVESTMENTS LLC	9504 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SUBD (24), S33, T01 S, R25 E, Lot 2A, AMD (24)
27	C18644A	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 1, 10.71% COMMON AREA INTEREST, LOC @ LT 3A, ABC SUB AMD (24)
28	C18644B	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 2, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
29	C18644C	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 3, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
30	C18644D	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 4, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
31	C18644E	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 5, 7.14% COMMON AREA INTEREST, LOC @ LT 3A, ABC SUB AMD (24)
32	C18644F	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 6, 10.71% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
33	C18644G	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 7, 3.57% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
34	C18644H	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 8, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
35	C18644I	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 9, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
36	C18644J	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 10, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
37	C18644K	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 11, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
38	C18644L	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 12, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
39	C18644N	BMM INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	4333 PINE COVE RD	BILLINGS	MT	59106-1336	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 13, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
40	C18644O	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 14, 3.57% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
41	C18645	BEVERLY ANNETTE GUYER LIVING TRUST	3781 S 56TH ST W	5609 GENE SARAZEN DR	BILLINGS	MT	59106-1119	ABC SUBD (24), S33, T01 S, R25 E, Lot 4A, AMD (24)
42	D01077A	COSTELLO, MATT & RONDA	3701 S 56TH ST W	6875 NIEHENKE AVE	BILLINGS	MT	59101-6212	ASPEN WILLOW CENTER (13), S33, T01 S, R25 E, UNIT 1, 13% COMMON AREA INTEREST, LOC @ LT 5 CURLY WILLOW SUB
43	D01077B	L & L CONSTRUCTION LLC	3701 S 56TH ST W	5060 MAPLE RIDGE CIR	BILLINGS	MT	59106-4429	ASPEN WILLOW CENTER (13), S33, T01 S, R25 E, UNIT 2, 13% COMMON AREA INTEREST, LOC @ LT 5 CURLY WILLOW SUB
44	D01077C	LORENZ CONSTRUCTION LLC	3701 S 56TH ST W	2050 BROADWATER AVE STE B	BILLINGS	MT	59102-4843	ASPEN WILLOW CENTER (13), S33, T01 S, R25 E, UNIT 3, 24% COMMON AREA INTEREST, LOC @ LT 5 CURLY WILLOW SUB
45	D01077D	STREAMLINE MOTORS LLC	3701 S 56TH ST W	1745 MARY ST	BILLINGS	MT	59105-4879	ASPEN WILLOW CENTER (13), S33, T01 S, R25 E, UNIT 4, 13% COMMON AREA INTEREST, LOC @ LT 5 CURLY WILLOW SUB
46	D01077E	CHAPMAN LAND EXCHANGE INC	3701 S 56TH ST W	517 S 24TH ST W	BILLINGS	MT	59102-6220	ASPEN WILLOW CENTER (13), S33, T01 S, R25 E, UNIT 5, 13% COMMON AREA INTEREST, LOC @ LT 5 CURLY WILLOW SUB
47	D01077F	CHAPMAN LAND EXCHANGE INC	3701 S 56TH ST W	517 S 24TH ST W	BILLINGS	MT	59102-6220	ASPEN WILLOW CENTER (13), S33, T01 S, R25 E, UNIT 6, 24% COMMON AREA INTEREST, LOC @ LT 5 CURLY WILLOW SUB
Parcels to include in expansion:								
1	C17249	KIRSCHENMANN, BRYCE & ERIN	3598 ELK RIVER RD	3598 ELK RIVER RD	BILLINGS	MT	59101-6316	ANGLERS WAY SUB (19), S33, T01 S, R25 E, BLOCK 1, Lot 1, ACRES 2.003
2	C17250	HALE, KEVIN & NICOLE	9327 ANGLERS WAY	9327 ANGLERS WAY	BILLINGS	MT	59101-6140	ANGLERS WAY SUB (19), S33, T01 S, R25 E, BLOCK 1, Lot 2, ACRES 2
3	C17251	INTERSTATE STORAGE LLC		PO BOX 81565	BILLINGS	MT	59108-1565	ANGLERS WAY SUB (19), S33, T01 S, R25 E, BLOCK 1, Lot 3, ACRES 3.469
4	C17252	2 BUFFALO LLC		PO BOX 81153	BILLINGS	MT	59108-1153	ANGLERS WAY SUB (19), S33, T01 S, R25 E, BLOCK 1, Lot 4, ACRES 1.847
5	C17253	TRUE NORTH RENTALS	9431 ANGLERS WAY	9431 ANGLERS WAY	BILLINGS	MT	59101-6139	ANGLERS WAY SUB (19), S33, T01 S, R25 E, BLOCK 1, Lot 5, ACRES 1.846
6	C17254	GUSTAFSON, DEBORAH B & BRIAN	ANGLERS WAY	9324 ANGLERS WAY	BILLINGS	MT	59101-6140	BUFFALO PARK SUB, S33, T01 S, R25 E, BLOCK 1, Lot 1, (19)
7	C17255	TOP SHELF INVESTMENTS, LLC	9402 ANGLERS WAY	5511 GREEN TEAL DR	BILLINGS	MT	59106-3312	BUFFALO PARK SUB, S33, T01 S, R25 E, BLOCK 1, Lot 2, (19)
8	C17256	AMERICAN CONCRETE TBK, INC	9410 ANGLERS WAY	9410 ANGLERS WAY	BILLINGS	MT	59101-6139	BUFFALO PARK SUB, S33, T01 S, R25 E, BLOCK 1, Lot 3
9	C17257	WEBER, KURT & KIM	9420 ANGLERS WAY	9420 ANGLERS WAY	BILLINGS	MT	59101-6139	BUFFALO PARK SUB, S33, T01 S, R25 E, BLOCK 1, Lot 4, (19)
10	C17258	EAST TWIN PROPERTIES LLC	9428 ANGLERS WAY	PO BOX 81153	BILLINGS	MT	59108-1153	BUFFALO PARK SUB, S33, T01 S, R25 E, BLOCK 1, Lot 5, (19)

B.O.C.C. Regular

3. b.

Meeting Date: 03/05/2024

Title: Resolution of Intent to Expand RSID 841M Southview Sanctuary Estates Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-25 of Intent to Expand RSID 841M Southview Sanctuary Estates Subdivision, Setting the Public Hearing for Tuesday, April 9, 2024 at 9:30 a.m. in Room 3108

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 841M Resolution of Intent to Expand

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-25

**Resolution of Intent to Expand Yellowstone County Rural Special Improvement District No. 841M
(Southview Sanctuary Estates Subdivision)**

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement district once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner has an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board's intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to all current property owners and all proposed property owners to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District 841M to maintain the roads in Southview Sanctuary Estates Subdivision. Attached as Exhibit A is the map showing the current boundary and the proposed boundary and Exhibit B showing current property owners and proposed property owner expansion.

WHEREAS, it has been determined that property adjacent to the existing Rural Special Improvement District #841M are benefitted properties accessing the district roads and the benefitted property status requires the change of boundaries for RSID #841M for the maintenance of the roads within the district.

WHEREAS, the boundaries of the district will be changed to include tax codes as listed in Exhibit B.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to expand Yellowstone County Rural Special Improvement District No. 841M to include benefitted parcels to maintain the roads within Southview Sanctuary Estates Subdivision.

On April 9, 2024, the Board shall hold a public hearing on the expansion of the District. At the hearing, the Board will receive comments and consider protests on the expansion of the District. The Board orders the Yellowstone County Clerk and Recorder to publish notice of the public hearing, mail notice of the public hearing to all current property owners and all proposed property owners within the proposed expansion of the District, receive written comments and protests on the expansion of the District and provide the comments and protests to the Board before the hearing. After the hearing, if enough property owners have not protested the expansion of the District and the Board believes the expansion is in the best interest of the public, it will pass a resolution to expand the District. Conversely, if either enough property owners have protested the expansion of the District or the Board believes the expansion is not in the best interest of the public, it will pass a resolution not to expand the District.

Passed and Adopted on the 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

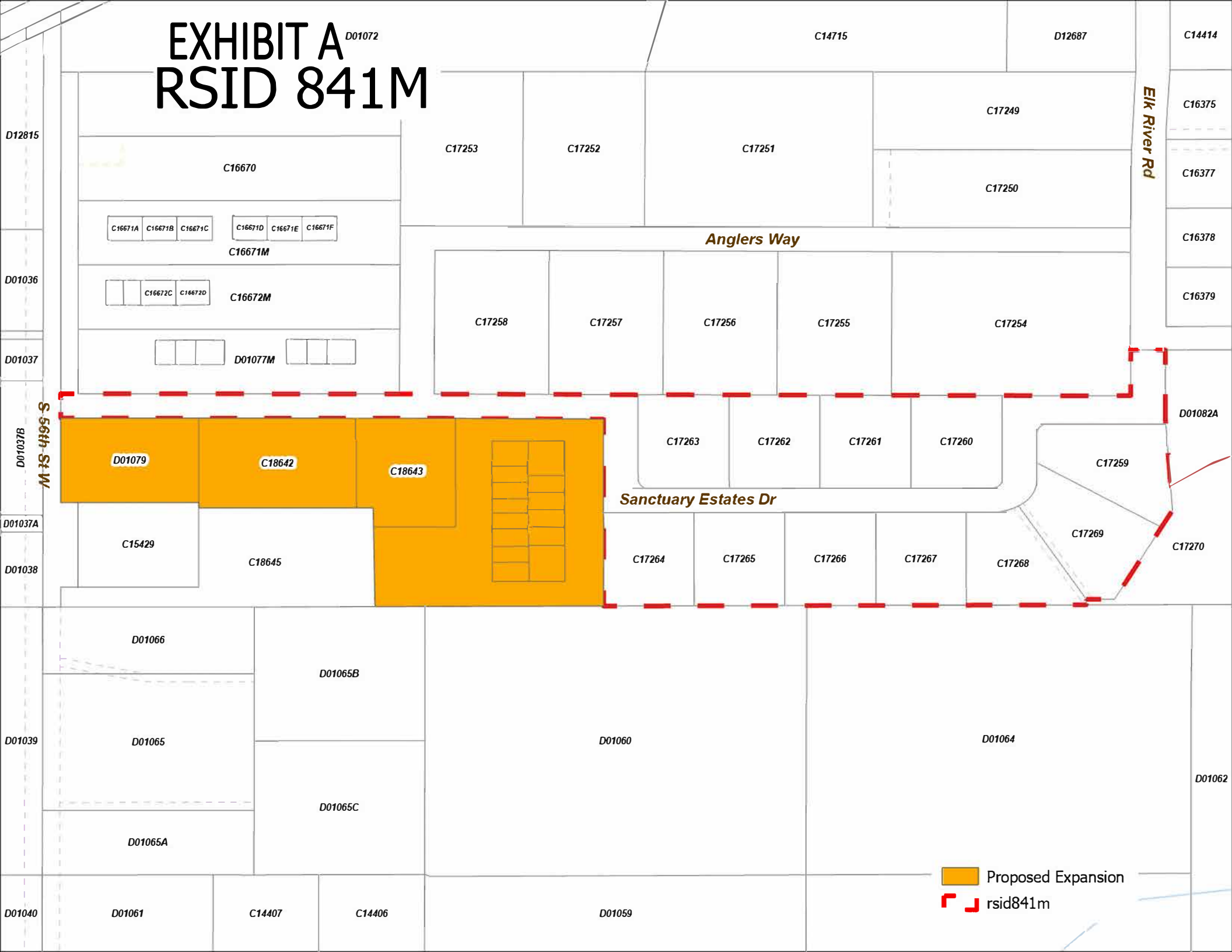
Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT A ^{D01072} RSID 841M





 Proposed Expansion
 rsid841m

EXHIBIT B
RSID 841M SOUTHVIEW SANCTUARY ESTATES SUBDIVISION - PROPERTY LISTING
FOR 2024 EXPANSION

	Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description
1	C17259	JELLISON, DANIEL A &	9314 SANCTUARY ESTATES DR	9314 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	DANWALT SUB (19), S33, T01 S, R25 E, Lot 2, ACRES 0.938
2	C17260	CARD, KEVIN E & AMY M	9337 SANCTUARY ESTATES DR	1302 COOK AVE	BILLINGS	MT	59102-5509	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 1, (19)
3	C17261	DVORAK, RICK &	SANCTUARY ESTATES DR	9337 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 2
4	C17262	DVORAK, RICK J	9405 SANCTUARY ESTATES DR	9405 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7619	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 3
5	C17263	CARD, KEVIN & AMY	9415 SANCTUARY ESTATES DR	9337 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 4
6	C17264	SEKORA, DALE ROBERT & LORI LYNN	9420 SANCTUARY ESTATES DR	9420 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7619	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 5
7	C17265	DEBRA A REGER REVOCABLE TRUST &	SANCTUARY ESTATES DR	1605 WESTRIDGE CIR	BILLINGS	MT	59102-7924	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 6
8	C17266	REGER-JOSEPH, ABBIE &	9348 SANCTUARY ESTATES DR	9348 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 7
9	C17267	REED, RUSSELL & PAMELA	9340 SANCTUARY ESTATES DR	9340 SANCTUARY ESTATES DR	BILLINGS	MT	59101-7618	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 8
10	C17268	LORENZ, VANCE & TINA	9334 SANCTUARY ESTATES DR	3701 S 56TH ST W UNIT 1	BILLINGS	MT	59101-6124	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 9
11	C17269	O'DONNELL, CHRIS & JANA	9332 SANCTUARY ESTATES DR	288 QUIET WATER AVE	BILLINGS	MT	59105-2847	SOUTHVIEW SANCTUARY ESTATES SUB (19), S33, T01 S, R25 E, Lot 10

Parcels to include in expansion:

1	C18642	LOCKWOOD MINI STORAGE LLC	9508 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SUBD (24), S33, T01 S, R25 E, Lot 1A, AMD (24)
2	C18643	ABC REAL ESTATE INVESTMENTS LLC	9504 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SUBD (24), S33, T01 S, R25 E, Lot 2A, AMD (24)
3	C18644A	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 1, 10.71% COMMON AREA INTEREST, LOC @ LT 3A, ABC SUB AMD (24)
4	C18644B	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 2, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
5	C18644C	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 3, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
6	C18644D	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 4, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
7	C18644E	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 5, 7.14% COMMON AREA INTEREST, LOC @ LT 3A, ABC SUB AMD (24)
8	C18644F	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 6, 10.71% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
9	C18644G	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 7, 3.57% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
10	C18644H	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 8, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
11	C18644I	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 9, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
12	C18644J	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 10, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
13	C18644K	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 11, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
14	C18644L	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 12, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
15	C18644N	BMM INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	4333 PINE COVE RD	BILLINGS	MT	59106-1336	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 13, 7.14% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
16	C18644O	ABC REAL ESTATE INVESTMENTS LLC	9442 SANCTUARY ESTATES DR	5535 GREEN TEAL DR	BILLINGS	MT	59106-3312	ABC SHOP CONDOS (24), S33, T01 S, R25 E, UNIT 14, 3.57% COMMON AREA INTEREST, LOC @ LOT 3A, ABC SUB AMD (24)
17	D01079	EDWARD, BARRY M LIVING TRUST &	3719 DUSTIN RD	3719 S 56TH ST W	BILLINGS	MT	59101-6150	S33, T01 S, R25 E, C.O.S. 974, PARCEL 11A1, AMEND

28 Total after Expansion

B.O.C.C. Regular

3. c.

Meeting Date: 03/05/2024

Title: Resolution of Intent to Dissolve RSID 710M Weymiller Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-26 of Intent to Dissolve RSID 710M Weymiller Subdivision, Setting the Public Hearing for Tuesday, April 9, 2024 at 9:30 a.m. in Room 3108

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 710M Resolution of Intent to Dissolve

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-26

**Resolution of Intent to Dissolve Yellowstone County Rural Special Improvement District No. 710M
(Weymiller Subdivision)**

WHEREAS, pursuant to Sections 7-12-2124 of the Montana Code Annotated, a board of county commissioners has the authority to dissolve a rural special improvement district. To dissolve a district a board of county commissioners passes a resolution of intent to dissolve the district, sets a public hearing on the dissolution, mails notice of the public hearing to the landowners in the district, publishes notice of the public hearing, receives protests on the dissolution, receives comments on the dissolution, holds a public hearing, considers the protests and comments and passes a resolution to dissolve the district. A board of county commissioners can only dissolve a district if it would be in the best interest of the public, the district can pay its debts and enough landowners have not protested the dissolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 710M to maintain a portion of Lake Elmo Drive. The District could not maintain the internal road of Weymiller Subdivision, Weymiller Lane. It is a private road. Because Lake Elmo Drive is a thoroughfare, the County maintains it through the County’s general road fund. The District does not serve any purpose. It does not pay for the maintenance of Weymiller Lane or Lake Elmo Drive. Attached as Exhibit A is a copy of the resolution that created the District, as Exhibit B a map of the District, as Exhibit C a list of the properties and property owners in the District and as Exhibit D the funds held by the County for the District. The Board will return the funds held by it to the property owners in the District.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to dissolve Yellowstone County Rural Special Improvement District No. 710M. The Board intends to dissolve the District because it is not needed to maintain the roads in the District.

On April 9, 2024, the Board shall hold a public hearing on the dissolution of the District. At the hearing, the Board will receive comments on the dissolution of the District and consider protests and comments on the dissolution of the District. The Board orders the Yellowstone County Clerk and Recorder to publish notice of the public hearing, mail notice of the public hearing to all property owners within the District, receive written comments and protests on the dissolution of the District and provide the comments and protests to the Board before the hearing.

After the hearing, if enough property owners have not protested the dissolution of the District and the Board believes that it is in the best interest of the public to dissolve the District, it will pass a resolution to dissolve the district. Conversely, if enough property owners have protested the dissolution of the District or the Board believes that it is not in the best interest of the public to dissolve the District, it will pass a resolution not to dissolve the District.

Passed and Adopted on the 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT A

RESOLUTION NO 03-143

**RESOLUTION CREATING
RURAL SPECIAL IMPROVEMENT DISTRICT # 710M
(WEYMILLER SUBDIVISION)
FOR STREET MAINTENANCE**

WHEREAS, a Petition signed by more than Sixty Percent (60%) of the Freeholders of the proposed district has been submitted to the Board of County Commissioners for creation of a rural improvement district for road maintenance within Yellowstone County, Montana;

WHEREAS, the boundaries of the proposed district are the exterior boundaries of the following described real property: (See Schedule A); and,

WHEREAS, the anticipated cost for the maintenance, and the breakdown of those costs for benefited properties is attached hereto, marked Schedule "C" and by this reference made a part hereof; and,

WHEREAS, the district shall be considered a district to exist perpetually unless included within another district providing the same services or assumed by a municipality; and,

WHEREAS, now is the date and time duly notices and published as required by law for the Board of County Commissioners of Yellowstone County to hear and pass all protests that may be made against the making of said maintenance district; and,

WHEREAS, 0 protests have been delivered to the County Clerk since the duly published first notice of the passing of the Resolution of Intention; and,

WHEREAS, the Board of County Commissioners has acquired the jurisdiction to order the improvements pursuant to Section 7-12-2113, M.C.A.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of County Commissioners of Yellowstone County, Montana, deeming the public interest or convenience require, and having acquired jurisdiction, hereby creates the following Rural Special Improvement District;

1. NUMBER OF DISTRICT

Said Rural Special Improvement District shall be designated as District No #710M.

2. DESCRIPTION OF DISTRICT

The district is described by the exterior boundaries of the following described property (See Schedule A.)

3. DESCRIPTION OF IMPROVEMENTS, DESCRIPTION OF MAINTENANCE, METHOD OF ASSESSMENT, AND ESTIMATED COSTS (See Schedule D)

4. DURATION

The district shall be deemed to be perpetuated in nature unless absorbed and replaced by another district or municipality.

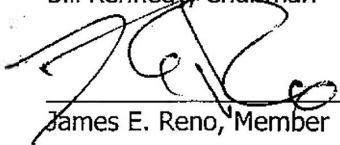
Resolution Creating Rural Special Improvement District
Page 2

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana
this 4th, day of November, 2003

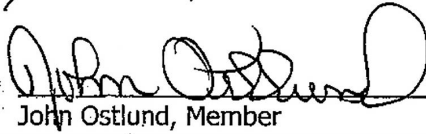
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



Bill Kennedy, Chairman

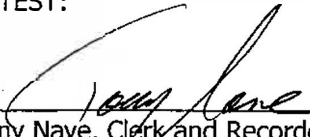


James E. Reno, Member



John Ostlund, Member

(SEAL)
ATTEST:



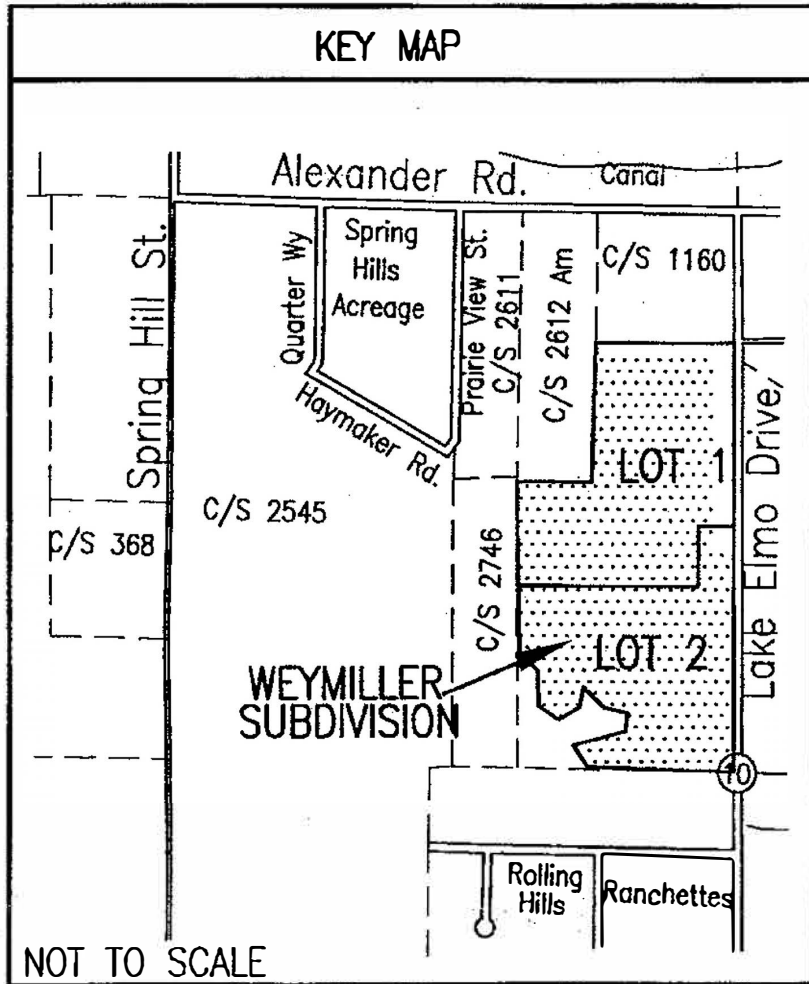
Tony Nave, Clerk and Recorder
Yellowstone County, Montana

**PETITION TO ESTABLISH A
RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)# _____
FOR WEYMILLER SUBDIVISION LOTS 1 & 2, BLOCK 1**

**SECTION B
LEGAL DESCRIPTIONS**

Lots 1 and 2, Block 1, Weymiller Subdivison

B1



**PETITION TO ESTABLISH A
RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)# _____
FOR WEYMILLER SUBDIVISION LOTS 1 & 2, BLOCK 1**

**SECTION D
METHOD OF ASSESSMENT**

CHOOSE A METHOD OF ASSESSMENT:

- Square Footage:
- Equal Amount:
- Front Footage:
- Other (Describe):

SCHEDULE D

PETITION TO ESTABLISH A
RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)# _____
FOR WEYMILLER SUBDIVISION LOTS 1 & 2, BLOCK 1

SECTION C
ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
Road Grading 1 X/fall	\$100.00
	\$

WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Snow plowing 2X/winter	\$200.00
	\$

SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
Road Grading 1X/spring	\$100.00
	\$

SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Weed Control 1X/summer	\$50.00
	\$

\$450.00/2lots = \$225.00/lot/year

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$450.00

EXHIBIT C
710M WEYMILLER SUBDIVISION - PROPERTY LISTING
FOR 2024 DISSOLUTION

	Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description
1	C14606	SCHMAING, PATRICK	2795 WEYMILLER LN	1046 GINGER AVE	BILLINGS	MT	59105-2032	WEYMILLER SUB, S10, T01 N, R26 E, BLOCK 1, Lot 1A, AMD LT 1 (07)3.617 AC
2	C14606A	PENNINGER, DOUGLAS &	2850 WEYMILLER LN	2850 WEYMILLER LN	BILLINGS	MT	59105-4524	WEYMILLER SUB, S10, T01 N, R26 E, Lot 1B, AMD LT 1(07) 1.808 AC
3	C14606B	LITZSINGER, DANIEL E & REAGAN A &	2750 WEYMILLER LN	833 MOSSMAN DR	BILLINGS	MT	59105-4141	WEYMILLER SUB, S10, T01 N, R26 E, BLOCK 1, Lot 1C, AMD LT 1 1.808 AC (07)
4	C14606C	SCHMAING, MICHAEL J	3000 LAKE ELMO DR	3000 LAKE ELMO DR	BILLINGS	MT	59105-4519	WEYMILLER SUB, S10, T01 N, R26 E, BLOCK 1, Lot 1D1, 2ND AMD (09)
5	C14607	CATHEY, BRENT & CHERYL		200 BRIDLE PATH RD	BILLINGS	MT	59105-3707	WEYMILLER SUB, S10, T01 N, R26 E, BLOCK 1, Lot 2, 17.00 AC (04)

EXHIBIT D

Yellowstone County

Trial Balance - On Demand Report

Fiscal Year: 2023-2024

From Date: 7/1/2023

To Date: 2/29/2024

Print accounts with zero balance

RSID 710M WEYMILLER SUB - 2632

	<u>Opening Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
ASSET				
2632.000.000.010100.000 / RSID 710M WEYMILLER SUB CASH	\$6,696.18	\$130.98	\$0.00	\$6,827.16
ASSET TOTAL	\$6,696.18	\$130.98	\$0.00	\$6,827.16
FUND BALANCE				
2632.000.000.027100.000 / RSID 710M WEYMILLER SUB FUND BALANCE	(\$6,696.18)	\$0.00	\$0.00	(\$6,696.18)
FUND BALANCE TOTAL	(\$6,696.18)	\$0.00	\$0.00	(\$6,696.18)
REVENUE				
2632.000.000.371010.000 / RSID 710M WEYMILLER SUB INTEREST REVENUE	\$0.00	\$0.00	(\$130.98)	(\$130.98)
REVENUE TOTAL	\$0.00	\$0.00	(\$130.98)	(\$130.98)
Grand Total:	\$0.00	\$130.98	(\$130.98)	\$0.00

Asset Totals:	\$6,696.18	\$130.98	\$0.00	\$6,827.16	
Liability Totals:	\$0.00	\$0.00	\$0.00	\$0.00	
Fund Balance Totals:	(\$6,696.18)	\$0.00	\$0.00	(\$6,696.18)	
Revenue Totals:	\$0.00	\$0.00	(\$130.98)	(\$130.98)	
Expenditure Totals:	\$0.00	\$0.00	\$0.00	\$0.00	
Transfers In Totals:	\$0.00	\$0.00	\$0.00	\$0.00	
Transfers Out Totals:	\$0.00	\$0.00	\$0.00	\$0.00	
All Funds are In Balance	General Ledger Total:	\$0.00	\$130.98	(\$130.98)	\$0.00

End of Report

B.O.C.C. Regular

1. a.

Meeting Date: 03/05/2024

Title: Resignation Letter - Trestin Feagler

Submitted By: Erika Guy

TOPIC:

Resignation Letter - Trestin Feagler

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

Resignation Letter Trestin Feagler

Yellowstone County Commissioners,

Please accept this letter as my formal notice of resignation from my position as the MSU Extension Yellowstone County Agriculture Agent. My final day in the position will be March 5, 2024. While I greatly enjoy this position, my husband has received a job offer in Colorado that would allow for us to no longer need to put our children in daycare.

Being an Extension Agent over the last few years has afforded me many opportunities and experiences which I am deeply grateful for. Serving the Yellowstone County community in this role has undoubtedly been the experience I am most thankful for throughout my career. Please let me know if there is anything I can assist with throughout this transition.

Respectfully,

Trestin Feagler

B.O.C.C. Regular

1. b.

Meeting Date: 03/05/2024

Title: Board Reappointment

Submitted By: Erika Guy

TOPIC:

Board Reappointment - Frosty Erben to Lockwood TEDD Advisory Board

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and Mail

Attachments

Frosty Erben

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

March 5, 2024

Mr. Frosty Erben
805 Granite Estates Lane
Billings, MT 59101

RE: Re-appointment to Lockwood TEDD Advisory Board

Dear Mr. Erben,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be to March 31, 2027.

We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

BOCC/eg

c: Board File - Clerk & Recorder
Mr. Thom MacLean, 201 N. Broadway, Billings, MT 59101

FEB 21 2024

APR 19 2021

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Frosty Erben HOME PHONE: 406-855-8900
 ADDRESS: 805 Granite Estates Lane WORK PHONE: 406-855-8900
 CITY: Billings STATE: MT ZIP: 59101
 BUSINESS OR JOB: self employed Real Estate Broker
 E-MAIL ADDRESS: frosty@kw.com
 BOARD OR COMMISSION APPLIED FOR: TEDD

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

I have been a resident of Lockwood for approximately 40 years. I am interested and excited about the future growth of Lockwood. I am the chairman of the Lockwood Fire Board and Vice President of the Lockwood Optimist Club.

Why do you wish to serve on this Board or Commission?

I believe it is necessary for someone to monitor the progress of the TEDD to determine what effect it may have on the fire department.

Additional information that you feel is pertinent (attach additional sheets if needed):

Frosty Erben
Signature

4/15/2021
Date

Return application to: Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

OFFICE USE ONLY:

APPOINTED: YES NO DATE 3/5/24

TERM EXPIRATION DATE: 3/31/27

(Circle one)

ORIGINAL APPOINTMENT REAPPOINTMENT

TERM NO: 3

B.O.C.C. Regular

1. c.

Meeting Date: 03/05/2024

Title: Board Appointment

Submitted By: Erika Guy

TOPIC:

Board Appointment - Mina Crenshaw to DUI Task Force

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and Mail

Attachments

Mina Crenshaw

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

March 5, 2024

Ms. Mina Crenshaw
8 Carrie Lynn Drive
Billings, MT 59102

RE: DUI Task Force Board

Dear Ms. Crenshaw,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above named board. Your term by this appointment will be to June 30, 2025.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Darla Tyler-McSherry, 1500 University Dr., Billings, MT 59101

B.O.C.C. Regular

Meeting Date: 03/05/2024

Title: Prosecutorial Assistance in State v. BVZ

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Resolution 24-31 for Prosecutorial Assistance in State v. BVZ

BACKGROUND:

Traffic accident involving MHP Officer.

RECOMMENDED ACTION:

Approve

Attachments

BVZ Resolution

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. _____

Resolution for Prosecutorial Assistance

WHEREAS, the Yellowstone County Attorney has requested prosecutorial assistance in the case of *State of Montana v. BVZ*. (MHP24CAD015696); and

WHEREAS, it is desired and deemed appropriate that a Special Deputy County Attorney be appointed to assist in the prosecution of the aforementioned case;

IT IS HEREBY RESOLVED that the Billings City Attorney’s Office, be appointed as Special Deputy County Attorney for Yellowstone County for the purpose of assisting in the prosecution of the aforementioned case.

Passed and Adopted on the _____ day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Chairman

Member

Member

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

B.O.C.C. Regular

3. a.

Meeting Date: 03/05/2024

Title: Contract with Con'eer Engineering for HVAC Improvements for 4-H Building

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Finance, Contract with Con'eer Engineering for HVAC Improvements for the 4-H Building on the MetraPark Campus

BACKGROUND:

Finance is requesting Commissioner's approval for a contract with Con'eer Engineering to design HVAC Improvements for the 4H Building on the Metra campus. The project will replace horizontal gas-fired furnaces with on-grade Unitary HVAC units that will provide required ventilation, heating and cooling for the entire building. The estimated project cost is \$180,000.00 - \$210,000.00. Con'eer Engineering's quote for design and construction administration for the project is \$19,100.00. The project is on the FY24 approved budget, and will be paid from ARPA funds.

RECOMMENDED ACTION:

Approve the Request and return a copy to Finance

Attachments

Contract Con'eer Engineering 4-H HVAC



February 29, 2024

Yellowstone County
Attention: James Matteson
PO Box 35015
Billings, MT 59107

via email: jmatteson@yellowstonecountymt.gov

RE: Metra Complex – 4H Building
Billings, Montana

Dear James:

We are pleased to make the following Proposal to you for Mechanical and Electrical Engineering Services and Project Management Services required for the proposed revisions to the existing HVAC systems at the 4-H Building located at the Metra Complex in Billings, Montana:

We are basing this Proposal on our conversation with you regarding the scope of work. The project will involve replacement of the existing horizontal gas fired furnaces with grade mounted Packaged Unitary units. The new units will provide required ventilation, heating and cooling for the building. We have estimated the probable construction cost of the Mechanical and Electrical Work for the project to be \$180,000 to \$210,000.

Mechanical and Electrical systems must conform to the International Building, Mechanical and Energy Conservation Codes; the Uniform Plumbing Code; and the National Electrical Code.

Our Basic Design Services will consist of the following:

1. Construction Documents including Drawings and Specifications suitable for bidding by Contractors for Mechanical, Electrical and incidental General Construction Work; and for review by the Authorities Having Jurisdiction. The Documents will include performance specifications for Temperature Control Systems.
2. Bidding assistance including answering Contractor questions and preparation of Addenda to the Construction Documents.
3. Agency Review assistance including answering questions; providing responses to AHJ Review Comments; and updating Construction Documents.

Our Contract Administration Services will include the following:

1. Preparation of AIA Contracts between the Contractor and the County.
2. Review of Contractor Submittals for Mechanical and Electrical materials.
3. Contract Assistance including answering Contractor questions; and preparation of Supplemental Drawings or Change Order Documents necessary for clarification or completion of the Work.
4. Periodic Observation of the Work.
5. Contract Administration
 - a. Review of periodic payment applications from Contractor and certifying prior to sending them to the County for payment.
 - b. Preparation of project closeout paperwork.
6. Substantial Completion Review including preparation of punch lists for Mechanical and Electrical Work.
7. Verification of Contractor completion of Punch List items.
8. Completion of Year-End Warranty Inspection.

The following Services are not included in this proposal. We can provide proposals for these services should you desire.

1. Energy modeling services.
2. Design or application assistance for LEED™ Certification.
3. Commissioning of Energy Systems.
4. Production of As-Built Record Drawings.

We propose that our total compensation for the Basic Design and Contract Administration Services outlined above shall be lump sums totaling \$19,100, to be billed monthly according to progress as follows:

Construction Documents	\$9,500
Bidding/Agency Review Assistance	\$1,000
Preparation of Project Contracts	\$2,000
Review of Submittals	\$800
Contract Assistance/Questions/Observation	\$3,400
Substantial Completion Review/Verification	\$1,500
Year-End Warranty Inspection	\$900

For Additional Services not defined in the Scope of Work we will bill you on an hourly basis according to our standard fee schedule, but only upon your prior approval for rendering services.

Fees are due within 30 days of invoicing to you. Delays in payment of more than 30 days from our invoicing shall draw interest of 1.5% per month.

This agreement may be terminated without cause by either party. In that event, the party seeking to terminate said Agreement must give 30 days written notice to the other party of the intent to terminate the Agreement.

If the above proposal is to your satisfaction and understanding, please sign one copy of this Proposal and return it to our office. This contract is valid only if signed within 60 days of the letter date, unless extended by both parties.

Thank you for the opportunity to make this Proposal to you. We would be happy to answer any questions or provide additional information should you require it.

Sincerely,



Jeffrey A. Gruizenga, PE
Con'eer Engineering, Inc

Signed: _____

For: _____

Enc Standard 2024 Hourly Billing Rates

Date: _____



HOURLY BILLING RATES
(Effective January 1, 2024)

Principal, Consulting Engineer, PE	\$188.00
Project Manager, Senior Engineer, PE	\$172.00
Project Engineer, PE	\$166.00
Design Engineer, PE	\$158.00
Senior Designer, E.I.	\$122.00
Designer	\$108.00
Sr. CADD Technician	\$86.00
CADD Technician	\$74.00
Clerical	\$76.00

Plotting Time

\$5.00 / Sheet Plus \$16.00 / Plot Hour
(1 Hour Minimum)

Additional Expenses

Auto Mileage (Per Mile)	\$.70
Other Expenses @ Multiplier	1.1

B.O.C.C. Regular

3. b.

Meeting Date: 03/05/2024

Title: Facilities Contract Allied Controls & Mechanical - YCDF North 5 Roof Top Unit Replacement

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Facilities Contract with Allied Controls & Mechanical to Replace a Failing HVAC Unit on YCDF North 5

BACKGROUND:

Finance is request the commissioner's approval for a contract with Allied Controls & Mechanical to replace a failing HVAC unit at YCDF North 5. The cost to replace the roof top unit with 15 ton Trane unit, including RTU, labor and crane service is \$33,825.00. The project was not anticipated, however there are sufficient funds within the FY24 Facilities Detention, Miscellaneous Repair/Equipment fund (4050.000.599120110.940) to facilitate the purchase.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Facilities Contract Allied Controls YCDF Nrth 5 HVAC

Facilities - Allied Quote & Budget

Standard Form of Agreement between Owner and Contractor on the Basis of A Stipulated Price

This agreement is dated as of the 4th Day of March 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Allied Control & Mechanical, LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all labor, materials and equipment necessary to install one (1) 15 ton Trane 15 ton packaged roof-top-unit to replace existing RTU serving the needs of YCDF North 5 unit.

2. Contract Times

Project is expected to be completed before May 31st, 2024, or until terminated by any party with written notice to terminate with 30 days' notice.

3. Contract Price

Owner shall pay the Contractor \$33,825.00. Any change orders for the project must be approved in writing by the Owner prior to work being started. Payments are subject to a 5% retainage, payable upon acceptance of the project by the Owner. A 1% State of Montana Gross Receipts tax will be deducted from net funds after retainage and paid directly to the State of Montana.

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

5.1 This Agreement.

5.2 Contractor's proposals

5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be

in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred

from or in Connection with the Contractors performance under the Agreement.

- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.

- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective March 5th, 2023

OWNER:
Yellowstone County
Billings, MT 59101

CONTRACTOR:
Allied Control & Mechanical, LLC
Laurel, Montana

John Ostlund, Chair



Jon Easley, Service Manager

Attest:

Jeff Martin, Clerk and Recorder

ALLIED CONTROL & MECHANICAL

808 W. MAIN ST. P.O. BOX 520
LAUREL, MT 59044
Phone: 406-969-6090
Fax: 406-969-6089
Email: jone@alliedcmmt.com

QUOTE

Yellowstone County Detention Facility – North 5 RTU Replacement – 3165 King Ave E. Billings, MT

Allied Control & Mechanical is pleased to provide the following quote to:

Provide and install 1 new Trane 15 ton packaged roof-top-unit to replace the existing one and serve the HVAC needs for North 5. The following price will include: Labor, crane service, the 15 ton RTU, economizer, gas and electrical reconnect, stand-alone control, miscellaneous material to complete the project, and a one year commercial parts / labor warranty.

15 Ton Trane RTU, Installed: \$33,825.00

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Payments not received within 45 days of the invoice due date are subject to 1.5% interest penalty.

Date of Acceptance: _____

Signature: _____



**YELLOWSTONE COUNTY - CIP FUND
FINAL FY24 BUDGET**

	GENERAL FUND	PARKING	PUBLIC SAFETY	YOUTH SERVICES	ROAD - HEAVY EQUIPMENT	BUNDBY BRIDGE	BRIDGE	JUNK VEHICLE	EXTENSION	WEED	RECORDS PRESERV.	TOTAL
Est. Net Cash 7/01/23	28,381,206	431,617	5,772,535	419,238	3,940,696	150,387	2,558,541	206,566	244,379	516,909	267,540	42,889,614
Expenditures	(4,773,000)	(400,000)	(1,599,000)	(141,000)	(2,270,000)	-	-	-	(140,000)	(3,000)	-	(9,326,000)
Interest Earned	459,011	6,944	92,867	6,745	63,397	-	41,161	3,323	3,932	8,316	4,304	690,000
Transfers-in	6,000,000	-	-	-	250,000	-	-	-	-	-	-	6,250,000
Parking fees	-	30,000	-	-	-	-	-	-	-	-	-	30,000
Property rent	-	-	15,000	-	-	-	-	-	-	-	-	15,000
EST. CASH 6/30/24	30,067,217	68,561	4,281,402	284,983	1,984,093	150,387	2,599,702	209,889	108,311	522,225	271,844	40,548,614
Parking lot-LED lights - carryover (920)			(22,500)									(22,500)
Site Improvements-Detention - carryover (920)			(25,000)									(25,000)
Detention roof project- carryover (920)			(580,000)									(580,000)
Move boilers to S.O. HQ- carryover FY23 (920)			(85,000)									(85,000)
Retrofit windows at SO HQ - carryover FY23 (920)			(150,000)									(150,000)
Parking lot-front repairs-carryover (920)			(20,000)									(20,000)
Electronic lock replacement - Detention (920)			(15,000)									(15,000)
Shooting Range Improvements (930)			(125,000)									(125,000)
Shallow Boat (940)			(80,000)									(80,000)
Fence at Detention Facility (940)			(250,000)									(250,000)
Dunn Mtn Site Improvements (930)			(23,500)									(23,500)
Interior Updates (roof leak) (920)			(10,000)									(10,000)
Boiler Project (920)			(25,000)									(25,000)
Electronic Heat Controls (920)			(68,000)									(68,000)
Detention Facility Misc Repairs/Equip (940)			(100,000)									(100,000)
YSC:												
YSC-Fire Alarm Sprinkler controls (920)-carryover FY23												(90,000)
YSC- Fence (930)												(16,000)
YSC- Carpeting (920)												(35,000)

B.O.C.C. Regular

3. c.

Meeting Date: 03/05/2024

Title: D.E.S. Request to Expend - Cell Phone for D.E.S. Coordinator

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

D.E.S. Request to Expend - Cell Phone for D.E.S. Coordinator

BACKGROUND:

Disaster & Emergency Services is requesting the Commissioner's approval for a cell phone for the D.E.S. Coordinator. The cost of the phone is \$0.00 with a monthly phone plan of \$41.95 per month. Commissioners must approve all new cell phones added to the County contract. Will require a budget adjustment.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

DES RTE Cell Phone



Yellowstone County

Request to Expend

07/01/2021

This form is to be completed for all Capital outlay requests (a single item costing \$2,500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

Cellphone for DES Coordinator

Cost: \$0.00 - Phone (samsung phone preferred for dept consistency)

Other Costs: \$41.95 per month for voice & data unlimited plan 2 year contract

Less Trade-in / Discount _____

Net Cost of Request \$1,006.80 41.95 per mo. x 24 mo.

Explanation of Purchase

The DES Coordinator is on-call after hours, does and needs to be able to do a variety of work related tasks while in and out of the office, and uses a variety of applications/resources that are available on mobile devices for incident support. 50% of costs eligible for reimbursement through EMPG.

YC DES

K. E. [Signature]

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 1000.000.124.420600.345

Approved: YES ___ NO ___

Budget Balance: \$1,327.00

Tabled: _____

Is this a budgeted item? No

Date: _____

Finance Note: _____

Votes: YES NO

Chairperson _____

Member _____

James Matteson 02/14/2024

Member _____

Purchasing Agent

Date

B.O.C.C. Regular

3. d.

Meeting Date: 03/05/2024

Title: Metra Contract Addendum with Cushing Terrell for West Concessions

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Metra Contract Addendum with Cushing Terrell for West Concessions

BACKGROUND:

An Invitation for Bids for the Metra West Concessions was released on January 9th, 2024, with bids due on February 5th, 2024. Two bids were received, opened referred to committee for recommendation on February 6th, 2024. Bids were reviewed and recommended for rejection as bids were over-budget. Cushing Terrell will modify the design of the west concessions to delete a masonry wall and reduce the amount of stainless steel on the backside counters. A new Invitation of Bids will be released with the revised design. The Addendum for Design Services and re-bid is \$2,000.00.

RECOMMENDED ACTION:

Approve the request for the addendum and return a copy to Finance

Attachments

Metra Cushing Terrell Addendum



February 13, 2023

Board of County Commissioners
217 North 27th Street
Billings, MT 59101

RE: MetraPark – Arena New NW Concessions
Design Fee Proposal, Redesign

Board of County Commissioners:

This is a proposal for Modifications to Design Services for the Metra Park First Interstate Arena New Northwest Concessions on arena and concourse levels. Below is our understanding of the Scope of Work and our proposed architectural and engineering design fees.

PROJECT DESCRIPTION

The Project Scope is described as follows: Modify the design of the Northwest Main Concourse Level concessions design as discussed in the on-site meeting with METRA staff on February 12, 2024, and detailed on the attached exhibit A.

PROFESSIONAL SERVICES

Cushing Terrell will provide revised design drawings for permit, bid and construction.

PROFESSIONAL FEES

Cushing Terrell agrees to perform the services listed above based on Time & Materials to a maximum fee amount for the scope and process described.

Design Services (Estimated Time & Materials FEE)	\$ 2,000.00
---	--------------------

All reimbursable costs will be billed separately at cost plus 10% only as needed.

We have drafted the following support information for the Proposal:

- Scope of Work – Exhibit A

TERMS OF THE CONTRACT

Signature on this proposal serve as a notice to proceed and would be considered and a modification to our agreement dated 09/26/2023 for the "METRA Park Arena New North West Concessions.

Thank you for this opportunity. We are looking forward to providing you with the Architectural and Engineering services for this project. If you have any questions, please do not hesitate to contact Bob La Perle at (406) 896-6159; Email: boblaperle@cushingterrell.com

CUSHING TERRELL

Digitally signed by Robert E. LaPerle
DN: C=US,
E=boblaperle@cushingterrell.com,
O=Cushing Terrell, CN=Robert E.
LaPerle
Reason: I am the author of this
document
Date: 2024.02.15 09:29:12-0700'

Robert E. LaPerle

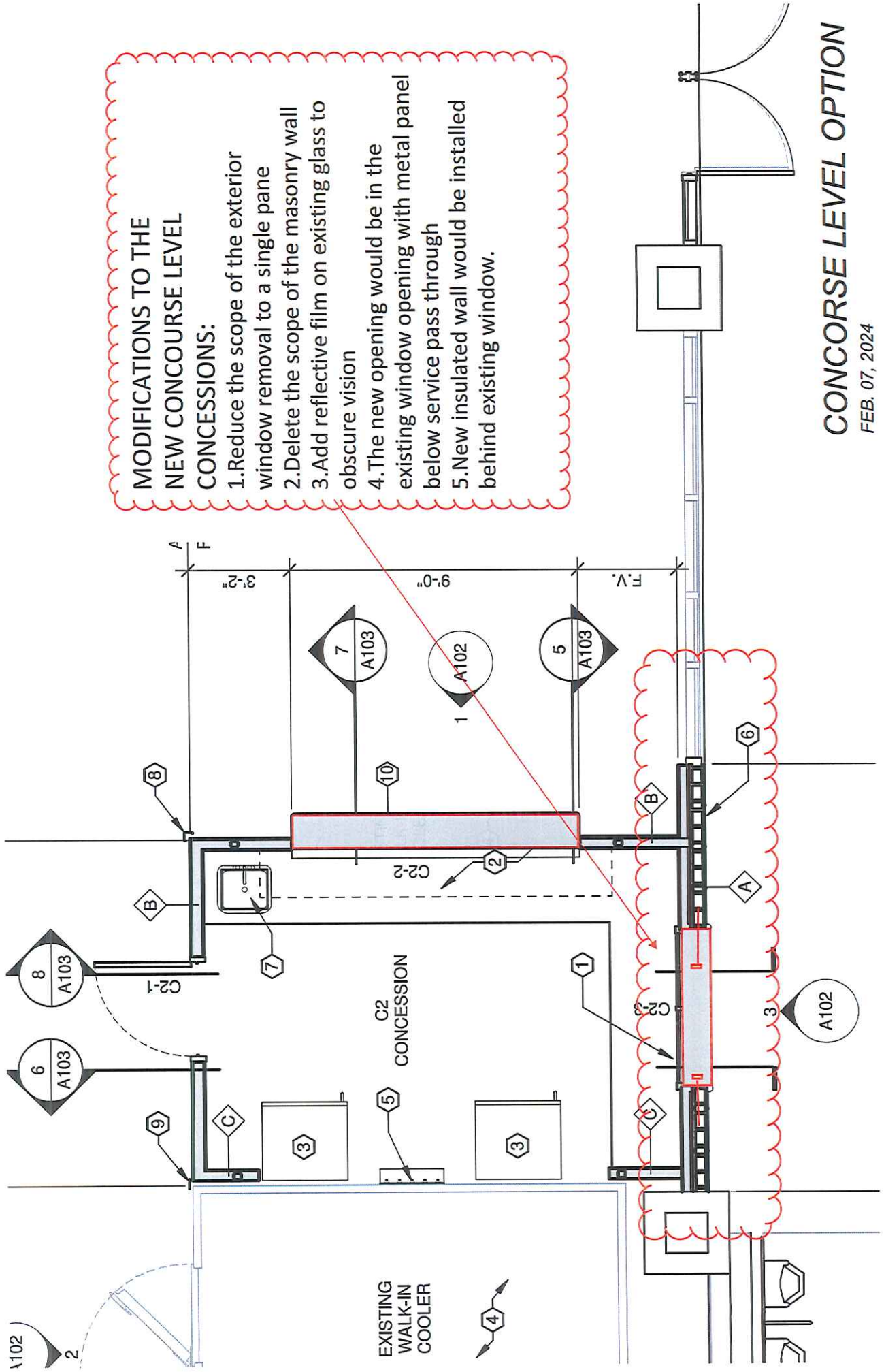
Bob La Perle, AIA
Sr. Project Manager

Accepted:

Date:

Client Approval

EXHIBIT "A"



MODIFICATIONS TO THE NEW CONCOURSE LEVEL CONCESSIONS:

1. Reduce the scope of the exterior window removal to a single pane
2. Delete the scope of the masonry wall
3. Add reflective film on existing glass to obscure vision
4. The new opening would be in the existing window opening with metal panel below service pass through
5. New insulated wall would be installed behind existing window.

CONCOURSE LEVEL OPTION

FEB. 07, 2024

B.O.C.C. Regular

3. e.

Meeting Date: 03/05/2024

Title: Sheriff's Office Recommendation of Award Swallow Water Jet Boat to MotoJet LLC.

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Sheriff's Office Recommendation of Award Shallow Water Jet Boat to MotoJet, LLC.

BACKGROUND:

An invitation for bid was released on January 16th, 2021 for the Sheriff's Office Shallow Water Jet Boat. Bids were due by February 12th, 2024. Bids were opened and read aloud at the February 13th, 2024 regular Board meeting. One bid was received from MotoJet, LLC for \$74,800.00. The bid was referred to committee for recommendation back to the Board. After review, the bid met all specifications and was within the S.O. CIP Equipment FY24 budget (4050.000.599.420110.940).

RECOMMENDED ACTION:

Approve the Recommendation and Award the project to MotoJet, LLC.

Attachments

S.O. Recommendation of Award Jet Boat

Yellowstone County



OFFICE OF THE SHERIFF

P.O. BOX 35017
BILLINGS, MT 59107-5017
(406) 256-2929

February 16, 2026

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

Dear Commissioners,

I have reviewed the bid submitted by Motojet LLC, for a shallow water jet-boat to be used by my office for search and rescue and patrol operations. Although there was only one bid, the vendor, Motojet LLC, did meet the requirements and specifications specified in our request for proposals. Therefore, I recommend that the bid for the new boat be awarded to Motojet LLC.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mike Linder", is written over the typed name.

Sheriff Mike Linder

B.O.C.C. Regular

3. f.

Meeting Date: 03/05/2024

Title: YC Letter of Match for Lockwood TEDD Revision Request

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Juli Bjornebo

TOPIC:

Yellowstone County Letter of Match Commitment for Lockwood TEDD Revision Request

BACKGROUND:

Yellowstone County Letter of Match Commitment for Lockwood TEDD Revision Request.

RECOMMENDED ACTION:

Approve.

Attachments

YC Letter of Match Revision

February XX, 2024

Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, CO 80204

RE: Lockwood Targeted Economic Development District (TEDD)
EDA Disaster Supplemental Funding Request

To Whom It May Concern,

Please consider this letter written verification of Yellowstone County's commitment to provide the required 20 percent match related to the EDA Disaster Supplemental Funding Request of \$2,500,000.

Total project cost is estimated at \$6,504,000. This does, however, include costs related to not just extension of both water and wastewater infrastructure for the TEDD, but also for Lockwood Water and Sewer District (LWSD). LWSD is currently negotiating with Montana Department of Transportation (MDT) and those two entities will be responsible for approximately \$2,268,000 of that total.

Total Project costs that are the responsibility of Yellowstone County and the Lockwood TEDD as it relates solely to the extension of water and wastewater infrastructure to the edge of the TEDD boundary is estimated at \$4,236,000. Yellowstone County is committing \$1,736,000 to construction costs that are the TEDD's responsibility. Yellowstone County will be utilizing \$500,000 in increment from the Lockwood TEDD and \$1,236,000 from the County's Capital Improvement Program (CIP) budget/dollars as match and to ensure project completion should EDA funds be awarded.

County match dollars are unencumbered, unrestricted, and committed and will remain so through time of award (FY24). Yellowstone County is the applicant and authorized representative and has sole authority to obligate and expend funds on behalf of the Lockwood TEDD.

If you should have any questions and/or if you require any additional documentation to confirm match commitment, please don't hesitate to contact me. Thank you in advance for your consideration.

Sincerely,

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

B.O.C.C. Regular

3. g.

Meeting Date: 03/05/2024

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for Lost Warrant on lost/stale dated check

RECOMMENDED ACTION:

Approve reissue.

Attachments

Bond for Lost Warrant

Bonds for Lost Warrants

BOND FOR LOST WARRANT

On March 8, 2022 Yellowstone County issued a warrant numbered 508232 to Bird, Wayne A (Principal) in the amount of \$75.00. The warrant was drawn in payment of **PO#564249 (2021 BUFD Tax Reduction A08577A)**. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$75.00 to replace the lost or destroyed warrant.

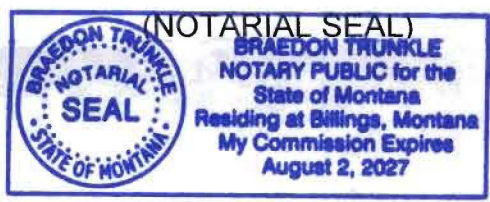
WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$150.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this 12th day of February, 2023
Wayne A. Bird Principal
[Signature] Principal

Mailing Address for replacement check
718 Huguenot St. 59101

SUBSCRIBED AND SWORN to before me this 12th day of February, 2024.



[Signature]
Notary public for the State of Montana
Residing at Yellowstone County
My commission expires 8.2.27

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

11/9/22

BOND FOR LOST WARRANT

On January 2, 2024 Yellowstone County issued a warrant numbered 523979 to TRONEX INTERNATIONAL, INC (Principal) in the amount of \$1,926.00. The warrant was drawn in payment of PO#585154 (INVOICE #515248). Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$1,926.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 3,852.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Ronald Achter

Principal Signature

P.O. Box 781997

Mailing Address for replacement check

Philadelphia, PA 19178-1997

City, State Zip

SUBSCRIBED AND SWORN to before me on 2/16/2024 by RONALD ACHTER

Print Name of signer/principal(s)

(NOTARIAL SEAL/STAMP)

[Signature]
Notary Signature

Robert S Assenheimer
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES January 17, 2029

[Complete the following if not part of stamp]

Notary public for the State of _____

County of _____

Residing at _____

My Commission expires _____

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

4/27/23

BOND FOR LOST WARRANT

On September 19, 2023 Yellowstone County issued a warrant numbered 521600 to Napa Auto Parts (Principal) in the amount of \$409.95. The warrant was drawn in payment of PO #'s 582628 & 582629 (various invoices). Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$409.95 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 819.90 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

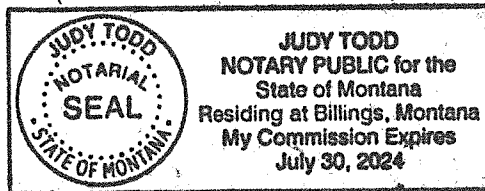
Stuart W. Duncan
Principal Signature

5320 Southgate Drive
Mailing Address for replacement check

Billings, MT 59101
City, State Zip

SUBSCRIBED AND SWORN to before me on 2/26/2024 by Stuart W. Duncan
Print Name of signer/principal(s)

(NOTARIAL SEAL/STAMP)



Judy Todd
Notary Signature

[Complete the following if not part of stamp]
Notary public for the State of _____
County of _____
Residing at _____
My Commission expires _____

APPROVED:

Chair, Board of County Commissioners

March 5, 2024
Date

Replaced with warrant # _____ (completed by County)

B.O.C.C. Regular

3. h.

Meeting Date: 03/05/2024

Title: Memorandum of Understanding-Yellowstone County-Smith Funeral Chapels- Morrison

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Finance MOU with Smith Funeral Chapels on behalf of the Morrison Family

BACKGROUND:

Memorandum of Understanding allowing interment of ashes of Wil Morrison with spouse Teresa Morrison in Riverside Cemetery

RECOMMENDED ACTION:

Approve and return a copy to Finance

Attachments

MOU Smith Funeral Chapels- Morrison

MEMORANDUM OF UNDERSTANDING

Between Yellowstone County and Smith Funeral Chapels on behalf of family of Wil and Theresa Morrison

This Memorandum of Understanding (MOU) is made between Yellowstone County ("County") Smith Funeral Chapels on behalf of the Family of Wil & Theresa Morrison ("Family") (collectively "the Parties").

PURPOSE:

The purpose of this MOU is to establish the terms and conditions under which the Parties agree for the interment of the cremated remains of Wil Morrison in the same gravesite as Teresa Morrison at Riverside Cemetery located at 1316 Bitterroot Drive, Billings, MT 59105.

RESPONSIBILITIES OF THE PARTIES:

The Family

- The Family shall be responsible for all costs related to the interment of ashes of Wil Morrison in Riverside Cemetery Section 5, Row Q, grave #6, being the final resting place of Teresa Morrison.
- The Family shall be responsible for the purchase and placement of a new headstone matching the standard headstone in Riverside Cemetery specified as Morning Rose Granite with dimensions of 8"x 16"x 4 ".

The County

- The county will provide reasonable access for the Family and/or its agent to place Wil Morrison's cremated remains in the gravesite of Teresa Morrison.

TERM

This memorandum of understanding will be in effect until June 30, 2024.

INDEMNIFICATION:

The Family shall indemnify, hold harmless, and defend the County, its agents, employees and officials, against any and all claims, demands, causes of action, damages, costs expenses, liability or judgment for personal injury, death or property damages caused by the negligence of the Family, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

SMITH FUNERAL CHAPELS

By Kassie Somie Date 02/23/2024
Kassie Somie

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
JOHN OSTLUND, CHAIRMAN

By _____
DONALD JONES, MEMBER

By _____
MARK MORSE, MEMBER

B.O.C.C. Regular

3. i.

Meeting Date: 03/05/2024

Title: Finance Notice to Proceed-Askin Construction- Metra ARPA Arena Back Lot

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Finance, Notice to Proceed to Askin Construction for the Metra ARPA Arena Back Lot Project

BACKGROUND:

An invitation to bid for the MetraPark ARPA Infrastructure Arena Back Lot Renovation was released on January 23rd, 2024. Bids were received until February 12th, 2024. Bids were Opened and read aloud on February 13th, 2024. The bids were reviewed, with a recommendation of award to the low bidder, Askin Construction. A contract was signed on February 20th, 2024. A Notice to Proceed for Askin Construction to begin work on March 18th, 2024.

RECOMMENDED ACTION:

Approve and return a copy to Finance

Attachments

Metra Notice to Proceed - Askin - Arena Back Lot

NOTICE TO PROCEED

Owner: Yellowstone County, Montana Owner's Project No.:

Engineer: WWC Engineering Engineer's Project No.: 2021-555

Contractor: Askin Construction, LLC Contractor's Project No.:

Project: MetraPark Arena Lot and Rideshare
Extension Construction Project

Effective Date of Contract: February 20, 2024

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on March 18, 2024, pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date. Contractor shall notify Owner in writing of request for completion of Addendums 1 and 2 prior to or following MontanaFair, of which an additional Notice to Proceed will be provided, if different than this timeline.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 125 calendar days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of July 20, 2024; and the number of days to achieve readiness for final payment is 140 calendar days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of August 4, 2024.

Milestone 1: Owner shall have full beneficial use of the project prior to August 2, 2024 for preparation for the MontanaFair to begin.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: Yellowstone County

By (signature): _____

Name (printed): _____

Title: _____

Date Issued: _____

Copy: Engineer

B.O.C.C. Regular

3. j.

Meeting Date: 03/05/2024

Title: Finance Contract with Hulteng CCM as Owner's Construction Representative for YCDF Short Term Holding Facility

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Finance Contract with Hulteng CCM as Owner's Construction Representative for YCDF Short Term Holding Facility.

BACKGROUND:

Finance is requesting Commissioner's approval for a contract with Hulteng CCM as the Owner's Representative for the YCDF Short Term Holding Facility. Hulteng will provide an advisory support service through the RFQ for design services and Invitation for Bids for a general contractor. Hulteng will attend, conduct, and assist the County for preliminary planning, cost estimating, pre-construction services, including meetings with architects/ engineers, contractors, consultants, and authorities having jurisdiction. Compensation for professional services shall not exceed \$49,500.00.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Hulteng CCM Contract Owners Rep 72 Hr Holding Facility

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into this 5th day of March 2024, by and between Yellowstone County, Billings, Montana, hereinafter referred to as the "OWNER" and HULTENG CCM, INC. hereinafter referred to as "CCM". The Owner hereby employs CCM to perform necessary duties as the Owner's Construction Representative on the Yellowstone County Detention Center Short-Term Holding.

SCOPE OF PROFESSIONAL SERVICES TO BE PROVIDED:

CCM agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services:

- a) Act as the Owner's Representative in providing advisory support services for preliminary planning and cost estimating, and pre-construction.
- b) Provide guidance on critical time path needs for assigned projects;
- c) Attend, conduct, and assist the Owner at Project meetings, including meetings with the Architect/Engineer, Contractor(s), Consultants, AHJ's and the Owner;
- f) Facilitate open communications among all parties, to help to avoid adversarial interaction and to promote a sense of trust and teamwork in order to accomplish the execution of the project and to see that the projects are complete at the lowest possible cost and with the highest degree of quality and workmanship that are consistent with the plans and specifications for the projects;
- h) Attend and advise of meetings with the Owner, consultants and contractors;
- i) Assist the Owner, contractor and consultants in obtaining necessary required permits or approvals;
- j) Assist the Owner in contract negotiations with consultants and contractors;
- k) Assist the Owner in reviewing bid responses from consultants and contractors;
- l) Meet with the Owner regularly on agreed basis, to review and discuss project progress;
- M) Assist the Owner in creating proper formatted RFQ's and RFP's following the state statutes
- N) Assist the Owner with Contracts for Designers and Contractors

Owner



CCM

SCOPE OF OWNER'S RESPONSIBILITIES:

To complement the scope of work of the Owners Representative, and expedite the overall project, the Owner acknowledges that it has certain tasks and responsibilities, including:

- a) The Owner shall provide to CCM complete information regarding the Owner's knowledge and complete requirements for the projects. The Owner shall be responsible for the accuracy and completeness of all reports, data, and other information furnished pursuant to this paragraph. CCM may use and rely on information furnished by the Owner in performing services under this agreement, and on the reports, data and other information furnished by Owner to the design professionals.
- b) The Owner shall be responsible for the remediation and dispensation at the site of any asbestos, PCB's, petroleum, hazardous materials and radioactive materials, and the consequences of such hazardous materials if present.
- c) The Owner shall examine information submitted by CCM and shall render decisions pertaining thereto promptly so as to not delay critical decisions and impact project time constraints.
- d) The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with CCM and consistent with this agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the project.
- e) The Owner shall retain the services of design professional consultants whose services, duties and responsibilities shall be described in a written agreement between the Owner and design professionals. The services, duties and responsibilities set out under such agreement shall be compatible with this agreement and the contract documents. The Owner shall, in its agreement with the design professionals, require such professionals to perform its services in cooperation with CCM, consistent with this agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the project as determined by the Owner and documented by CCM. Owner shall provide to CCM a copy of the agreement between Owner and design professionals, and the Owner represents to CCM that the terms of that agreement have been acknowledge by and are acceptable to the design professional.
- f) The Owner shall send to CCM, and shall require the design professionals to send to CCM, copies of all notices and communications sent to or received by Owner or design professionals relating to

Owner



CCM

the Projects. During the construction phase of the projects, the Owner shall require that the contractors submit all notices and communications relating to the project directly to CCM.

g) The Owner shall designate in writing an officer, employee or other authorized representative to act on behalf of the Owner with respect to the projects. This representative shall have the authority to approve changes in the scope of the projects and shall be available during working hours and as often as may be require to render decisions and to furnish information in a timely manner.


LIMITATIONS:

Nothing in this agreement shall be construed to mean that CCM assumes any of the responsibilities or duties of the Contractors or the Design professionals. The contractors will be solely responsible for construction means, methods, techniques, sequences and procedures uses in the construction for the projects, and for the safety of its personnel, property and its operations and for performing in accordance with the contract between the Owner and the contractors. The consultants are solely responsible for the overall design requirements and design criteria of the projects and shall perform in accordance with the agreement between the consultants and the Owner. CCM's services shall be rendered compatibly and in cooperation with the services provided by the consultants under the agreements between the Owner and the consultants. It is not intended that the services of the consultants and CCM be competitive or duplicative, but rather be complementary. CCM will be entitled to rely upon the consultants for the proper performance of services undertaken by the consultants pursuant to the agreement between the Owner and its consultants.

TERM:

The term of this contract will commence on January 15th, 2024, and terminate June 15th, 2024. Any services required after June 15th, 2024 will be billed at the current reimbursable rates. Either party reserves the right to terminate this contract at any time for the other parties' failure to perform their respective responsibilities. Should either party desire to terminate this contract for the other parties failure to perform their responsibilities, the terminating party shall provide a minimum of thirty (30) days written notice to the other party defining the failure of performance.

Owner



CCM

COMPENSATION - BASIC FEE FOR CONSTRUCTION SERVICES:

Compensation for Owner's Representatives Professional Services for construction shall be reimbursed at \$49,500.

COMPENSATION – REIMBURSABLE EXPENSES:

Reimbursable expenses shall be charged and include:

Insurance PL/GL	at 1.14% of invoice. (prorated adjustment yearly)
Supplies/equipment	at cost
Reproduction	at cost
Vehicle travel	will be billed at \$48.87 per site visit.
Travel hourly rate	\$85.00

All other reimbursable expenses not noted above will be billed at cost


PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES:

CCM shall submit monthly invoices within 10 days after end of each month for services performed during said month, and the Owner agrees to remit payment for these invoices within 15 days after receipt. Payments due and payable to CCM which are unpaid for more than thirty (30) days from the date of the invoice shall bear interest at the legal rate from the due date, compounded annually. In addition, CCM may, after giving seven (7) days' notice to the Owner, suspend services under this agreement until CCM has been paid in full all amounts due for services, expenses and charges.

INDEPENDENT CONTRACTOR:

CCM is an independent contractor and not an employee of the Owner. CCM agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute that CCM, or any of its agents or employees, are the employees of

Owner



CCM

the Owner for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

WORKER'S COMPENSATION:

CCM agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract.

INSURANCE:

CCM will maintain general liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and errors and omissions (Professional Liability) coverage of \$1,000,000 naming the Owner as an additional insured party, and the costs for such insurance shall be reimbursed.

The Owner shall be responsible for purchasing and maintaining its own liability insurance. CCM, as an agent of the Owner, shall be named as an additional insured on any insurance policy obtained by the Owner and the subsequent contractors for the projects.

INDEMNITY:

CCM expressly agrees to hold harmless and indemnify the Owner, its elected officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that the Owner may suffer as a result of CCM's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CCM's agents or employees in the performance of the professional services under contract.

Owner



CCM

LEGAL REMEDIES:

Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees, witness and expert witness fees and court costs. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District, Billings, Yellowstone County, Montana.

ASSIGNMENT:

CCM shall not sublet or assign any of the services covered by this contract without the express written consent of the Owner.

EXTENT OF AGREEMENT:

This contract constitutes the full and complete contract between the Owner and CCM. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties. Any provisions of this contract found to be null and void does not constitute nullification of the remaining terms and conditions of this contract.


IN WITNESS WHEREOF:

The parties hereby set their hands and seals this 5th day of March, 2024:

Yellowstone County
Billings , Montana

Hulteng CCM, Inc.
Billings, Montana

John Ostlund
Board Chair



Shane A. Swandal, President

Owner



CCM

B.O.C.C. Regular

3. k.

Meeting Date: 03/05/2024

Title: Facilities/DES Invitation for Bid Courthouse Security Cameras

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Facilities/DES Invitation For Bids Courthouse Security Cameras

BACKGROUND:

Joint project between Facilities and DES to replace and add additional security cameras in the Yellowstone County Courthouse. Bids will be due no later than 3:00 p.m. on April 1st, 2024. All bids received by this time and date will be opened and acknowledged at 9:30 a.m. April 2nd, 2024. Project Scope is to supply and install new interior and exterior security cameras in the Yellowstone County Courthouse. The number of cameras will be determined by surveying existing cameras and the needs of staff. A planned replacement of 78 cameras, with optional 12 new locations, for a possible total of 90 cameras, which will include various quantities of dome, PTZ, bullet, indoor & outdoor cameras. The project is funded with a \$250,000.00 Homeland Security grant. There will be a mandatory Pre-Bid meeting held at 2:00 p.m. March 20th, 2024 to be held in Room 3107, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

IFB Courthouse Security Cameras

INVITATION TO BID YELLOWSTONE COUNTY COURTHOUSE SECURITY CAMERAS

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids from interested parties for Courthouse Security Cameras. The Yellowstone County Courthouse is located at 217 North 27th Street, Billings, MT. 59101. Bid will include the cost of all materials, permits, labor and equipment necessary to complete the project.

All proposals must be labeled "Courthouse Security Cameras" and mailed with 5 copies (1 original and 4 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids must be received no later than 3:00 p.m. April 1st, 2024. All bids received by this time and date will be opened and acknowledged at 9:30 a.m. April 2nd, 2024 in the Commissioners Boardroom, Room 3108, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids received that are time and date stamped later than 3:00 p.m. April 1st, 2024 will not be opened.

In order to ensure prospective vendors, have a complete understanding of the project, a mandatory Pre-Bid Meeting will be held at 2:00 p.m. on March 20th, 2024 Room 3107, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101.

All bids must include a Bid Security in an amount equal to ten percent (10%) of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project. The selected Contractor will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Building Construction 2024. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana website. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

- (4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the CONTRACTOR subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy for this project.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated there with (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board of County Commissioners will award the contract resulting from this Invitation to Bid to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Information regarding Project specifications Information and questions related to the bidding procedure should be addressed to James Matteson @ 406-256-2717 or emailed to jmatteson@yellowstonecountymt.gov

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 5th, day of March 2024.

Board of County Commissioners
Yellowstone County, Montana

John Ostlund
Chair

Attest:

Jeff Martin
Clerk and Recorder

**INVITATION FOR BID
YELLOWSTONE COUNTY COURTHOUSE
SECURITY CAMERAS**

SCOPE OF WORK

SECURITY CAMERAS

Supply and install new interior and exterior security cameras in the Yellowstone County Courthouse. The number of cameras will be determined by surveying existing cameras and needs of staff. Planned replacement is for 78 cameras, with optional 12 new locations, for a possible total of 90 cameras, which will include various quantities of dome, PTZ, bullet, indoor & outdoor cameras.

Avigilon 4K IP Cameras

Dell/Avigilon Network Video Recorder capable of 60 day storage with 5% Growth.

All project equipment and materials must comply with the Build America, Buy America Act.

NVR & Cameras must be NDAA approved.

Test and certify all cameras and NVR

Minimum of 1 year equipment and labor full warranty from commissioning date.

On Site Service/Repair availability with 8-hour Maximum response time from notification.

Project budget = \$250,000.00 Homeland Security Grant

Contractor shall comply with all County security procedures, emergency policies, and fire codes currently in place.

The Contractor, Contractor's employees or sub-contractors or any contractor working on this project must provide Name, DOB and SSN, before they are allowed to work on the courthouse security system. The personal information will be used by the Sheriff's Office to conduct background / criminal history checks on all employees or sub-contractors. Anyone with a criminal history or questionable background may be further vetted and may be prohibited from working on this system.

**YELLOWSTONE COUNTY COURTHOUSE
SECURITY CAMERAS**

BID SHEET

Lump Sum Bid for Security Cameras for Yellowstone County Courthouse

Vendor _____

Numerical \$ _____

Written _____

Expected Start Date _____

Expected Completion Date _____

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Enclosed a ten (10) percent bid security.
3. Made yourself familiar with any State laws that pertain to the bid
4. Asked and received any answers to any questions regarding the bid procedure, specifications or general information.
5. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

END OF IFB

B.O.C.C. Regular

3. I.

Meeting Date: 03/05/2024

Title: Finance Request for Qualifications Design Services Short Term Holding Facility

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Request of Qualifications for Architectural Design for YCDF Short Term Holding Facility

BACKGROUND:

On December 5th, 2023 the Board of County Commissioners approved a feasibility study for a short term holding facility at the Yellowstone County Detention Facility. On January 2nd, 2024 Schutz-Foss Architects presented an analysis to the Board with recommendations for size and location of the building. A Request for Qualifications of Architectural Design is to assist in the programming, planning, design and public solicitation for the construction and construction administration for a detainee Short Term Holding Facility. Release date is planned for March 5th, 2024, with a Question & Answer meeting on March 20th, 2024 and submittals by design firms due on April 1st, 2024.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Short Term Holding Concept

RFQ Short Term Hold



 **SITE PLAN**
1:40

Date 1-15-24
Issue PRELIMINARY
Drawn by TM

REVISIONS	REVISION DESCRIPTION	DATE

YCDF
SHORT TERM HOLD
3165 KING AVE. EAST BILLINGS, MT


SCHUTZ FOSS
ARCHITECTS, P.C.
ARCHITECTURE • INTERIORS • PLANNING
BILLINGS, MT • GILLETTE, WY
www.schutzfoss.com

SITE PLAN

Project No. 2403
2.1

PROGRESS PRINTS
NOT FOR CONSTRUCTION
1-15-2024

Date 1-15-2024
Issue PRELIMINARY
Drawn by SmN

NUMBER	REVISION DESCRIPTION	DATE

YCDF
SHORT TERM HOLD
3165 KING AVE. EAST
BILLINGS, MT

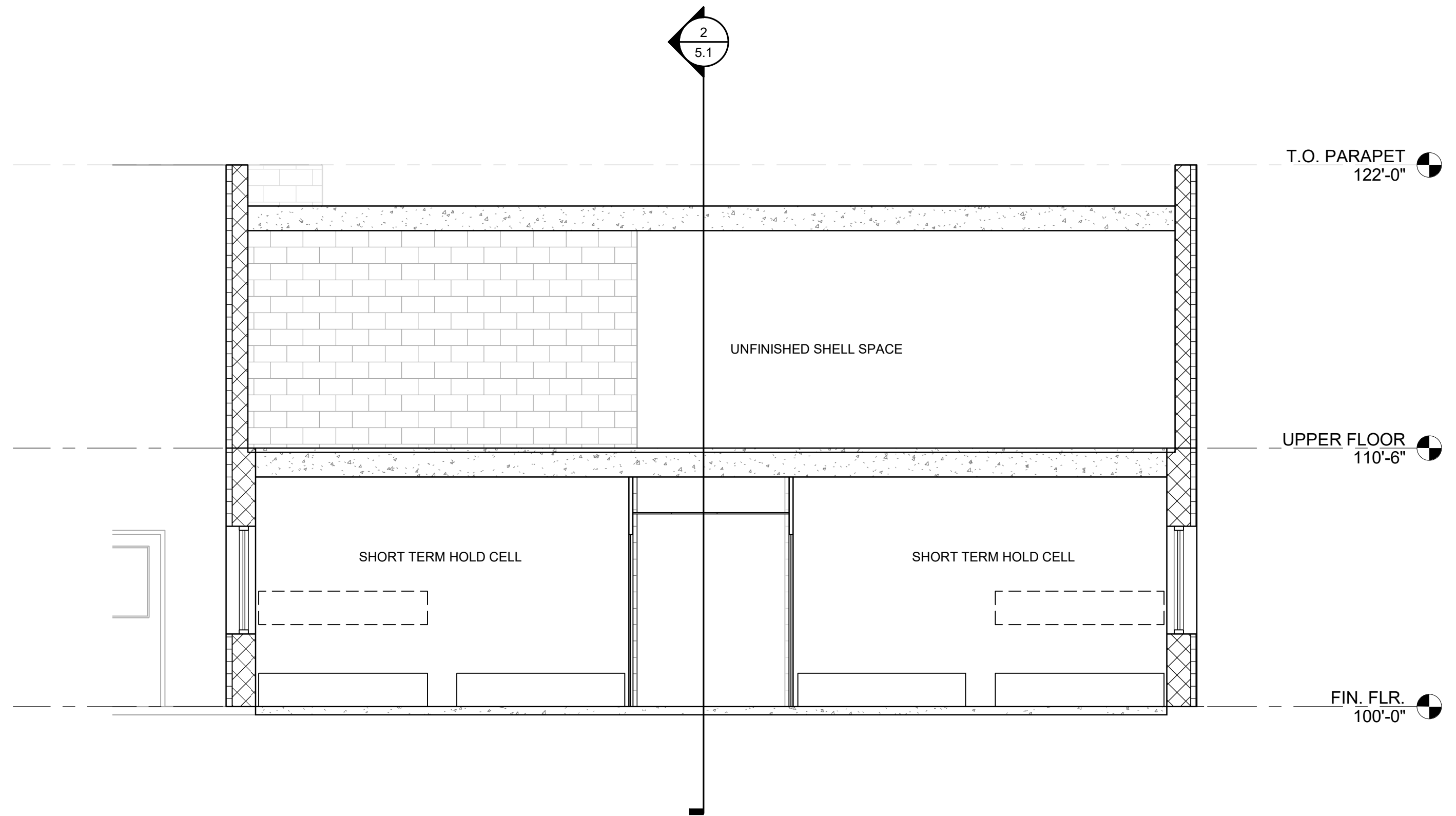


SCHUTZ FOSS
ARCHITECTS, P.C.
ARCHITECTURE, INTERIORS, PLANNING
BILLINGS, MONTANA, U.S.A.
WWW.SCHUTZFOSS.COM

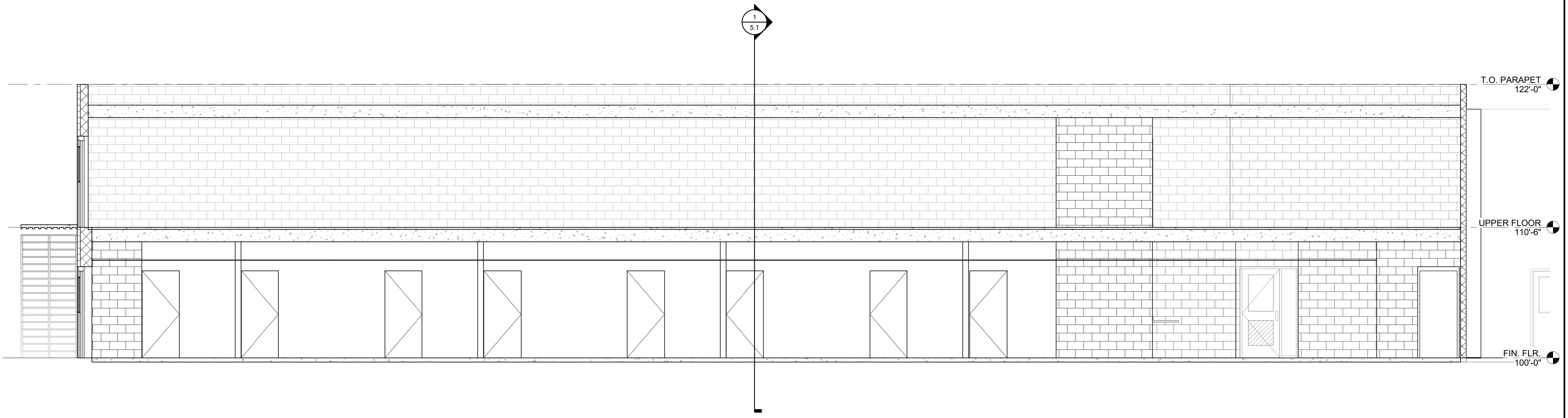
BUILDING SECTIONS

Project No. 2403

5.1



1
5.1 BUILDING SECTION
1/4" = 1'-0"



2
5.1 BUILDING SECTION
1/4" = 1'-0"

Yellowstone County
Request for Qualifications for Architectural/Engineering Services
Yellowstone County Detainee Short-Term Holding Facility

The Yellowstone County Board of County Commissioners requires services from a qualified Architectural/Engineering firm to assist in the programming, planning, design, and public solicitation for construction and construction administration for Detainee Short-Term Holding Facility for Yellowstone County located at 3165 King Avenue East. It is the Commissioners desire to engage a qualified firm to design the project following the general guidelines for the construction of the project, within the established budgets and specified timeframe. A preliminary “project program” of the project scope can be found on the County’s web site: yellowstonecountymt.gov/purchasing/. Time is of the essence for this project to be delivered, it is the County’s desire that the facility will achieve occupancy by January 2025.

Interested firms are asked to submit 4 copies of any materials submitted as part of their Request for Qualifications submittal packet. Submittals are to be received by 3:00 p.m. April 1st, 2024. All proposals must be labeled “Short Term Hold” and mailed with 5 copies (1 original and 4 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Submittals must be received no later than 3:00 p.m. April 1st, 2024. All submittals received by this time and date will be opened and acknowledged at 9:30 a.m. April 2nd, 2024, in the Commissioners Boardroom, Room 3108, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Submittals received after the aforementioned time and date will not be considered. A “Question and Answer” meeting will be held at 10:00 a.m. on March 20th, 2024 at the Stillwater Building, 316 North 26th Street, 3rd Floor, to interested respondents.

Project Requirements:

- Finalize programming requirements
- Provide cost estimates throughout design – Schematic Design; Design Development; Construction Documents (SD:DD:CD)
- Provide renderings and 3D modeling as needed
- Participation in Yellowstone County planning exercises
- Participation in presentations to the Public and the Board of County Commissioners
- Responsible design practices that meet established budgets and schedule
- Detailed planning/design/phasing
- Permitting through all Authorities Having Jurisdiction (AHJ’s)
- Public Bidding/Alternative Project Delivery
- Construction Administration

Submittal Requirements

1. Cover letter / Statement of interest
2. Description of firm's relevant experience with projects of similar size and scope
3. List examples of your firm's specific experience with programming, designing and completing projects of similar scope and size on time and on budget.
4. References and contact numbers from previous representatives of projects completed of similar size and scope
5. Proposed staff and relevant experience
6. Current workload

Interested firms are asked to submit 4 copies of any materials submitted as part of their Request for Qualifications submittal packet. Submittals are to be received by 3:00 p.m. April 1st, 2024

A "Question and Answer" meeting will be held on March 20th, 2024 at the Stillwater Building, 316 North 26th Street, 3rd Floor, to interested respondents.

Late Submittals will not be accepted.

Selection Process

Submissions will be assessed by a selection committee on the following objective / subjective scale. A maximum of three (3) candidates with the highest numeric scores will be invited to interview at the Owners facility with the selection committee. Unsuccessful candidates will be notified immediately after the selection process is complete. After the interviews the Owner will enter into negotiations with the highest ranked candidate. If negotiations are unsuccessful with the highest ranked candidate, the negotiations will be terminated and start anew with the second ranked finalist, and thus, until a suitable agreement can be reached.

Depending on the number and quality of submittals received, the County reserves the right to make the selection of the preferred firm based on the submittal information alone and may decline to conduct the interview stage of the selection process.

Numerical Evaluations and subsequent selection of written submittals per MCA 18-8-204:

1. Experience with projects of similar size and scope in this region, specifically: 35%
 - Experience in programming and designing detention facilities
 - Clearly demonstrate knowledge of current Montana Correctional Standards for the "type and description" of Yellowstone county Detention Center
 - Executing best practices of the American Correctional Association "Core Jail Standards"
2. Key team member qualifications and experience 25%
3. Capability to meet time and project budget requirements 20%
4. Local professional resources to be utilized for this effort 10%
5. Recent and current work for Yellowstone County 5%

6. Current and projected workloads 5%

Timeline for review and selection as follows:

Submission of firms Qualification's due 3 p.m.	April 1 st , 2024
Review/shortlist RFQ's by the County:	April 5 th , 2024
Interview shortlisted firms:	April 10 th , 2024
Notice to the public of rankings	April 16 th , 2024
Selection: Board approval; begin negotiations with highest ranked firm	

The Board of County Commissioners reserves the right to reject any or all proposals received, to waive informalities, to evaluate the proposals submitted and to accept the proposal that best serves the interests of Yellowstone County. This RFQ shall not commit the County to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The County reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the County's best interest to do so. By offering to perform services under this procurement, proposer agrees to be bound by the laws of the State of Montana, including but not limited to: applicable wage rates, gross receipts taxes, building codes, Equal Opportunity Employment practices, safety, etc. All submittals become the property of the County.

End of this RFQ

B.O.C.C. Regular

3. m.

Meeting Date: 03/05/2024

Title: Lockwood TEDD - EDA Disaster Supplemental Grant Application

Submitted For: Jennifer Jones, Finance Director

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Lockwood TEDD - EDA Disaster Supplemental Grant Application

BACKGROUND:

Lockwood TEDD Water and Sewer Extension Project - EDA Disaster Supplemental Grant Application documents

RECOMMENDED ACTION:

Approve.

Attachments

Certification regarding Lobbying - TEDD

Assurances for Construction Programs - TEDD

Disclosures of Lobbying Activities - TEDD

Application for Federal Assistance - TEDD

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

*** NAME OF APPLICANT**

Yellowstone County, Montana

*** AWARD NUMBER***** PROJECT NAME**

Lockwood TEDD Water/Sewer Service Extension Project

Prefix:

* First Name:

John

Middle Name:

* Last Name:

Ostlund

Suffix:

* Title:

Chair, Yellowstone County Commission

* SIGNATURE:

* DATE:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Commissioner John Ostlund</p>	<p>TITLE</p> <p>Chair, Yellowstone County Commission</p>
<p>APPLICANT ORGANIZATION</p> <p>Yellowstone County, Montana</p>	<p>DATE SUBMITTED</p>

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text" value="Yellowstone County, MT"/> * Street 1 <input type="text" value="PO Box 35000"/> Street 2 <input type="text"/> * City <input type="text" value="Billings"/> State <input type="text" value="MT: Montana"/> Zip <input type="text" value="59107-5000"/> Congressional District, if known: <input type="text" value="01"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input type="text" value="Economic Development Administration"/>	7. * Federal Program Name/Description: <input type="text" value="FY 2023 EDA Disaster Supplemental"/> CFDA Number, if applicable: <input type="text" value="11.307"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> * Name: Prefix <input type="text"/> * First Name <input type="text" value="John"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Ostlund"/> Suffix <input type="text"/> Title: <input type="text" value="Chair, Yellowstone County Commission"/> Telephone No.: <input type="text" value="406-256-2701"/> Date: <input type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Yellowstone County, Montana"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="81-6001449"/>	* c. UEI: <input type="text" value="FNVKTJD3B7C1"/>	
d. Address:		
* Street1: <input type="text" value="316 N. 26th Street"/>	Street2: <input type="text" value="Room 3108"/>	
* City: <input type="text" value="Billings"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="MT: Montana"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="59101-1327"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Board of County Commissioners"/>	Division Name: <input type="text" value="n/a"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="John"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Ostlund"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Chairman, Board of County Commissioners"/>	
Organizational Affiliation: <input type="text" value="n/a"/>		
* Telephone Number: <input type="text" value="406-256-2701"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="jostlund@yellowtonecountymt.gov"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Economic Development Administration

11. Catalog of Federal Domestic Assistance Number:

11.307

CFDA Title:

Economic Adjustment Assistance

*** 12. Funding Opportunity Number:**

EDA-DISASTER-2023

* Title:

FY 2023 Disaster Supplemental

13. Competition Identification Number:

n/a

Title:

n/a

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Lockwood Targeted Economic Development District (TEDD) Water/Sewer Service Extension Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,500,000.00"/>
* b. Applicant	<input type="text" value="1,736,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="4,236,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

B.O.C.C. Regular

Meeting Date: 03/05/2024

Title: Final Resolution for Zone Change 722

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Final Resolution 24-30 for Zone Change #722 - Collier Road

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Final Resolution for Zone Change 722 Collier Road

RESOLUTION NO. 24-30

Final Resolution Approving Zone Change #722

WHEREAS, pursuant to Title 76, Chapter 2, Montana Code Annotated, and the regulations of the Yellowstone County Jurisdictional Area Zoning Plan, the Board of County Commissioners of Yellowstone County, Montana, held a public hearing on the 23rd of January, 2024 on Zone Change Request No. 722 described as follows:

A zone change request to change zoning from Agriculture (A) to Rural Residential 3 (RR3) on a 206.2 acre parcel of un-platted land described as NW1/4 and the NESW1/4 of Section 4, Township 2South, Range 26 East; and the E1/2NE1/4 of Section 5, Township 2 South, Range 26 East, Less C/S2156 and C/2331.

WHEREAS, the Board of County Commissioners adopted a Resolution of Intent on the 23rd day of January, 2024, to amend the Yellowstone County Jurisdictional Area Zoning Plan by APPROVING Zone Change #722; and

WHEREAS, that for thirty (30) days the Board of County Commissioners received no written protests.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the above described zone change be **approved** for the reasons stated in **Resolution of Intent #24-13** on file in the Clerk and Recorder's Office.

DATED this 5th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

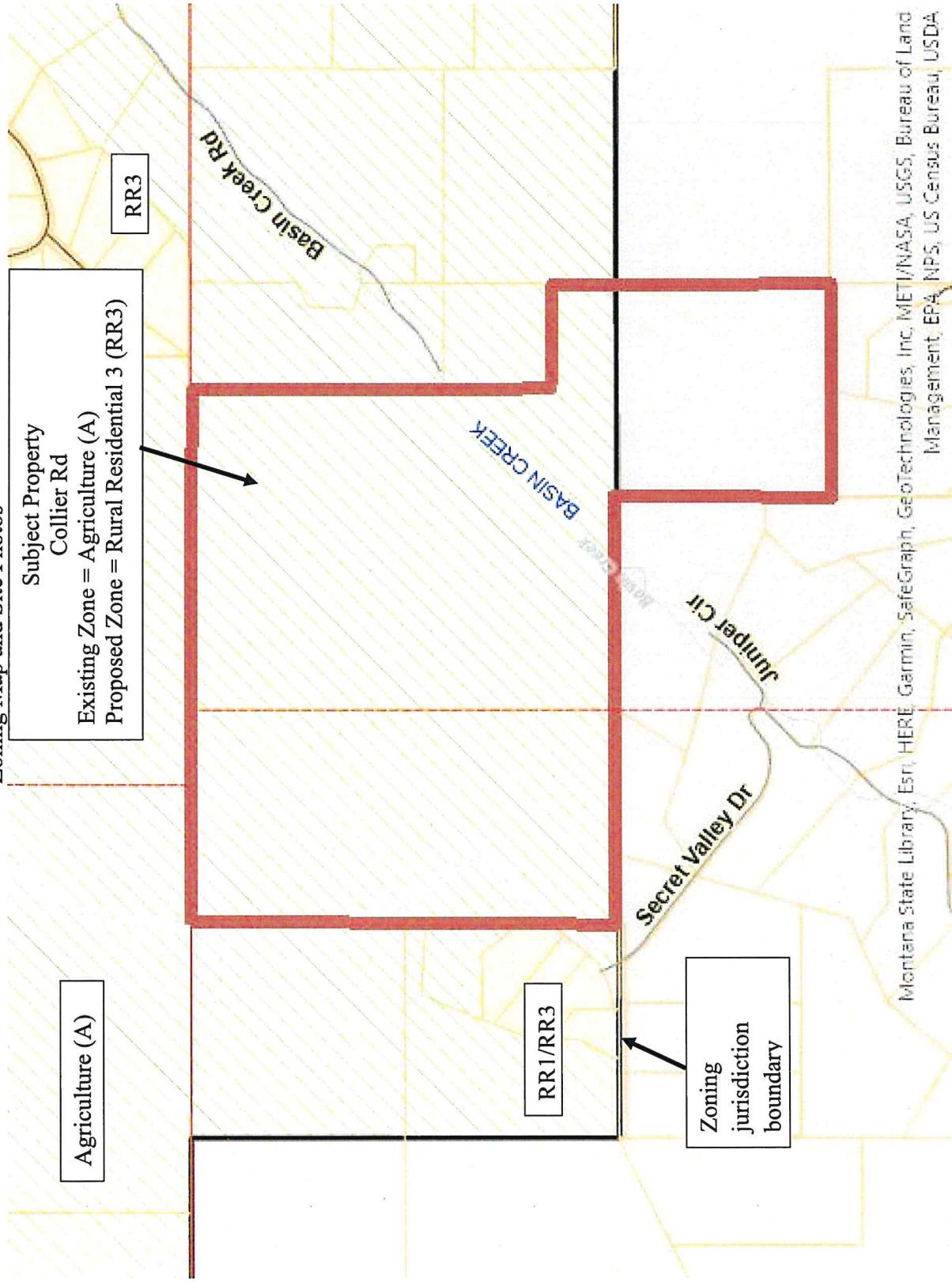
Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Zone Change 722 – Collier Road
Zoning Map and Site Photos



Subject Property
Collier Rd
Existing Zone = Agriculture (A)
Proposed Zone = Rural Residential 3 (RR3)

RR3

Agriculture (A)

RR1/RR3

Zoning jurisdiction boundary

Montana State Library, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NAASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

B.O.C.C. Regular

5. a.

Meeting Date: 03/05/2024

Title: Recommendation of Award for Public Works Asphalt Overlay Project II 2023-2024

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Recommendation of Award to Knife River - Billings for Public Works Asphalt Overlay Project II 2023-2024 - Haynes Road, Chicago Road and Alkali Creek Road

BACKGROUND:

Recommendation of Award for the Public Works Asphalt Overlay Project II for the maintenance asphalt overlay of a portion of Alkali Cr. Rd, Chicago Od. and Haynes Rd.

RECOMMENDED ACTION:

The Public Works Department recommends awarding Public Works Asphalt Overlay Project II 2023-2024 to the low bid submitted by Knife River - Billings for the lump sum bid price of \$972,735.45

Attachments

Bids

B.O.C.C. Regular

5. b.

Meeting Date: 03/05/2024

Title: Contract for Public Works Asphalt Overlay Project I 2023-2024

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Contract with Riverside Contracting Inc. for Public Works Asphalt Overlay Project I 2023-2024 - 72nd Street West from King Avenue West South to Mossmain Interchange

BACKGROUND:

Contract with Riverside Contracting Inc. for the asphalt overlay of 72nd St W from King Ave. W south to the Mossmain Interchange

RECOMMENDED ACTION:

Approve the contract.

Attachments

Contracts

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Public Works Asphalt Overlay Project I 2023-2024
72nd Street West**

This agreement is dated as of the _____ day of February 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Riverside Contracting Inc- Billings. (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all labor and material as outlined in the Owner's formal Invitation to Bid dated January 2nd, 2024.

2. Contract Term

Project must be completed and invoiced no later than June 25th, 2024

3. Contract Price

Owner shall pay the Contractor the amount listed in their Bid Sheet (\$1,269,819.00) dated January 19th, 2024.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 The Owner's Invitation to Bid.
- 5.3 The Contractor's Bid Sheet dated January 19th, 2024.
- 5.4 The Contractor's current Certificate of Insurance and Workers Compensation Coverage.

6 Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County / Public Works, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County / Public Works, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In

accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective February _____ 2024.

OWNER:

Yellowstone County
Billings, MT 59101

John Ostlund
BOCC Chair

CONTRACTOR:

Riverside Contracting Inc.
5571 Alloy S Missoula, Mt 59808


Authorized Representative

Attest:

Jeff Martin _____
Clerk & Recorder

B.O.C.C. Regular

6. a.

Meeting Date: 03/05/2024

Title: YCSO-Billings Clinic MOU

Submitted By: Carol Redler

TOPIC:

MOU between YCSO and Billings Clinic for Consortium and MRO Services

BACKGROUND:

See attachment.

RECOMMENDED ACTION:

Consent.

Attachments

YCSO-BC MOU

Agreement for Consortium and MRO Services

THIS AGREEMENT FOR CONSORTIUM AND MRO SERVICES (“Agreement”) is made this 1st day of January, 2024 (“Effective Date”), by and between Billings Clinic Occupational Health (“Billings Clinic”) and Yellowstone County Sheriff's office (CLIENT).

Billings Clinic provides consortium management and MRO services to support organizations in their efforts to comply with the Department of Transportation’s drug and alcohol testing regulations (49CFR Part 40). Therefore, Billings Clinic agrees to provide CLIENT, during the term of this Agreement, services with the terms and conditions as described below:

I. Terms and Conditions

1. **Term.** The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31st of the same year, unless earlier terminated under Section 4 of this Agreement. The parties may renew or extend this Agreement for additional one-year terms every January 1st. Receipt of payment upon invoice will automatically renew these services for an additional year.
2. **Services and obligations.** Billings Clinic and CLIENT agree to meet the responsibilities as outlined in this Agreement and as required by the Department of Transportation’s regulations found in 49 CFR Part 40.
3. **Fees.** As payment for the Services furnished by Billings Clinic, CLIENT shall pay Billings Clinic in the amount and manner set forth in this agreement and in Schedule A. Failure to submit fees on an annual basis will result in removal from the random selection pool.
4. **Termination.** This Agreement may be terminated as follows:
 - a. Upon the mutual written agreement of the parties;
 - b. Upon a breach of this Agreement by either party, if the breaching party fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching party describing the breach;
 - c. Upon the insolvency or filing of a petition in bankruptcy of either party; or
 - d. By either party upon sixty (60) days’ written notice to the other party.
5. **Terms for Expulsion from the Consortium.** Billings Clinic has a responsibility to keep the consortium compliant with regulations. Should CLIENT fail to comply with regulations as set forth by 49 CFR Part 40, Billings Clinic reserves the right to move CLIENT’s members to a non-conforming random selection pool for a probationary period, which shall be communicated in writing to CLIENT. Should CLIENT fail to comply before the end of the probationary period Billings Clinic reserves the right to expel CLIENT from the DOT random selection pool and may notify the DOT.
6. **Indemnification.** CLIENT shall, at its expense, indemnify and hold harmless Billings Clinic and its directors, officers, employees, agents, representatives, successors and assigns, from and against all actions, claims, demands, liabilities, losses, damages, costs

and expenses, including reasonable attorney fees, arising out of or in connection with CLIENT's acts or omissions under this Agreement or the acts or omissions of CLIENT's employees, agents or subcontractors. The provisions of this Section shall survive the termination of the Agreement.

7. **Regulatory Compliance.** The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all applicable federal, state, and local laws, rules and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of their respective obligations, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Each party agrees to promptly notify the other of any investigation alleging a violation of federal or state law, which may affect this Agreement.

- a. With respect to any Proceeding brought by someone other than Client against one or more Billings Clinic Indemnitees and that arises out of this agreement or the Services provided under this agreement (each, a "Nonparty Claim"), Client shall indemnify those Billings Clinic Indemnitees against all Indemnifiable Losses arising out of that Proceeding, except to the extent that Billings Clinic negligently or intentionally caused those Indemnifiable Losses.
- b. In this section, the following definitions apply:

"Billings Clinic Indemnitee" means Billings Clinic and any of its directors, officers, employees, agnts, consultants, advisors or other representatives.

"Indemnifiable Losses" means the aggregate of Losses and Litigations Expenses.

"Litigation Expense" means any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costes, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

"Loss" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

"Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

8. Regulatory Compliance. The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all applicable federal, state, and local laws, rules and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have significant adverse impact on either party hereto in connection with the performance of their respective obligations, or should either party be deemed for any reason in violation of any statute or regulation arising from this agreement, then this agreement shall be renegotiated to comply with

then current law. eEach party agrees to promptly notify the other of any investigation alleging a violation of federal or state law, which may affect this agreement.

9. **Amendments.** This Agreement may not be amended or modified except by a writing signed by both parties.
10. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Montana.
11. **Entire Agreement.** This Agreement, together with the Exhibits and Schedules attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties.
12. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, that Billings Clinic may assign this Agreement without prior written consent to any Billings Clinic affiliate or other entity that controls, is controlled by or is under common control with Billings Clinic.
13. **Notices.** Any notice required or permitted to be given under or relating to this agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid or by overnight courier to the other party as follows:

Billings Clinic
2800 10th Ave N
PO Box 37000
Billings, MT 59107-7000

Yellowstone County Sheriff's Office
PO Box 35017
Billings, MT 59107

Notices shall be deemed effective as of three (3) business days after the date of mailing (in case of notice given by mail or on the date of delivery if hand delivered, including delivery by overnight courier. Either party may at any time change its address of notification purposes by mailing or delivering a notice as required hereinabove stating the change and setting forth the new address.

14. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement, to the extent that the absence of the invalid or unenforceable provision does not materially affect the purpose of the contract.

II. Roles and Responsibilities

The Department of Transportation regulations governing drug and alcohol testing programs (49 CFR Part 40) make it very clear the Employer is responsible for all aspects of compliance with the regulations. That applies even if a Contractor such as Billings Clinic Occupational Health has been designated as a service agent. It is critical the Employer understand this concept. The

following table outlines the various aspects of the program and states how each party, Billings Clinic and the Employer, will contribute to meeting the regulations.

Requirement	CLIENT	Billings Clinic
Certificate of Enrollment		Upon request, provide a Certificate Documenting the Employer's participation in a DOT 49 CFR Part 40 compliant program.
Employee Additions and Terminations	Provide ongoing and timely updates to the employee roster by making changes in the online Client Portal.	
Quarterly Employee Roster	Review the current roster of eligible members, available online in the Client Portal, and make necessary changes no later than December 20 th , March 20 th , June 20 th , and September 20 th each year.	
Chain of Custody Drug Test Form	Request forms from Billings Clinic to provide to collection sites.	Provide forms to CLIENT as needed.
Collection Site Monitoring	Ensures collection sites are qualified to provide DOT regulated collections.	
Random Selection		Provides DOT compliant selection list every quarter no later than the 10 th business day of the quarter. Selection list will be provided electronically via the Client Portal.
Employee Notification of Random Selection	Distributes notification letters to employees and follows up to ensure compliance.	Provides notification letters to CLIENT via the online Client Portal.
SAMHSA Certified lab Testing		Provide DOT regulation compliant testing services via SAMHSA certified labs.
Qualified MRO Review		Provide a certified MRO review for every test result.
Notification of Results	Maintain confidentiality of results, and respond to inquiries from the MRO	Provide test results ASAP to the DER in the secure and confidential Client Portal.
Record Retention	Serve as the primary custodian of the records as per the DOT regulations.	Serve as the secondary custodian providing a back-up copy of the records as per DOT regulations.
Provide DER and Alternate	Designate a primary and an alternate DER on the attached contact form, and update Billings Clinic immediately with any changes.*	Maintain current DER information on file for prompt communication of results and inquiries.
Audit Support	Remain ultimately responsible for the outcome of any audit.	Provide verification of compliance, participant names and any other available information to auditors as requested.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

CONTRACTOR: BILLINGS CLINIC

CLIENT: Yellowstone Co Sheriff

By: [Signature]

By: [Signature]

Printed Name: Chad Miller

Printed Name: Mike Linder

Title: VP Operations - General Admission

Title: Sheriff

Date: 1/2/2024

Date: 2-16-24

REQUIRED ACCOUNT DATA – To be completed by CLIENT

Address: <u>Yellowstone County Sheriff's Office, P.O. Box 35017</u>		
City: <u>Billings</u>	State: <u>MT</u>	Zip: <u>59107</u>

Billing Address if different:		
City:	State:	Zip:

Primary DER Name*: <u>CAROL REDLER</u>	
Phone Number of primary DER: <u>406-256-2927</u>	Email Address of primary DER*: <u>credler@yellowstonecountymt.gov</u>
Secondary DER Name (optional):	
Phone Number of secondary DER: <u>—</u>	Email Address of secondary DER: <u>—</u>

Indicate your pool setup (you may have more than one):	<input type="checkbox"/> Billings Clinic's DOT Consortium Pool
	<input type="checkbox"/> Company-specific DOT Consortium Pool
Please indicate which DOT regulatory agencies your pool falls under:	<input type="checkbox"/> Billings Clinic's Non DOT Consortium Pool
	<input type="checkbox"/> Company-specific non-DOT Consortium Pool
	<input checked="" type="checkbox"/> MRO Services Only / No Random Pool
	<input type="checkbox"/> FMCSA <input type="checkbox"/> FTA <input type="checkbox"/> Non-Regulated [†]
	<input type="checkbox"/> FAA <input type="checkbox"/> PHMSA
	<input type="checkbox"/> FRA <input type="checkbox"/> USCG

*DER is Designated Employer Representative, and is the individual who will receive selection notifications and results. Please be aware Billings Clinic does not act as DER. Owner/operators are encouraged to review their responsibilities under 49 CFR Part 40. A secondary DER is not required, but strongly encouraged.

♦Email address is required to receive results and notifications.

[†]If this is a non-regulated pool, Billings Clinic will follow DOT's FMCSA standards for random selections unless otherwise specified by CLIENT.

**SCHEDULE A
RATES**

Annual Registration in Random Selection Pool	\$100.00 per pool
MRO fees	\$60.00 per non-negative review
Collection fees: <i>For collections performed at Billings Clinic Occupational Health location</i>	<i>Fees do not include collection fees when specimen is collected at sites other than Billings Clinic</i>
<ul style="list-style-type: none"> • DOT 5 Panel Test • Non-DOT Testing 	\$32.00 Fees vary. Please choose from listing below:
Breath Alcohol Testing	\$32.00
BAT Confirmation	\$32.00
After-Hours Testing	ChemNet invoice will be forwarded to employer
Observation Fee	\$50.00
Donor Refusal	\$32.00
Split Confirmation Testing	\$200.00
Other Tests	Billings Clinic can offer additional non-regulated panels. Rates can be provided upon request.

DOT Testing

W215 – DOT Regulated 5 Panel \$32

Non DOT Testing

- 30JK – Non DOT 5 Panel \$32
- 30FT – Non DOT 10 Panel \$39
- 353V – Healthcare Panel \$50
- 35FL – Non DOT 5 Panel w/o THC \$32
- 30HQ – Non DOT 10 Panel w/o THC \$39
- 30JY – Healthcare Panel w/o THC \$50

- Panel Rapid Test \$52
- 10 Panel Rapid Test \$58
- 5 Panel w/o THC Rapid Test \$52
- 10 Panel w/o THC Rapid Test \$58

B.O.C.C. Regular

6. b.

Meeting Date: 03/05/2024

Title: 2023 Justice Assistance Grant (JAG)

Submitted By: Carol Redler

TOPIC:

MOU between Yellowstone County and City of Billings for 2023 Justice Assistance Grant

BACKGROUND:

See attachment.

RECOMMENDED ACTION:

Consent.

Attachments

MOU JAG 2023

THE STATE OF MONTANA, COUNTY OF YELLOWSTONE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BILLINGS, AND YELLOWSTONE COUNTY
2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
\$152,772 O-BJA-2023-171790

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2024, between the City of Billings (CITY) acting through its Mayor, and Yellowstone County (COUNTY) acting through its Chairman of the Board of County Commissioners.

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party, and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to provide the County \$20,611.00 from the JAG award.

WHEREAS, the CITY and the COUNTY will file a joint application with the CITY serving as applicant/fiscal agent for the JAG funds.

WHEREAS, the CITY and the COUNTY believe it to be in their best interests and the best interests of both of them to reallocate the JAG funds in this matter so as to continue to qualify for future JAG awards and in order to maximize the benefit from this 2023 JAG award.

NOW THEREFORE, the CITY and COUNTY agree as follows:

1.The purpose of this MOU is to provide a binding promise by the City of Billings to share the proceeds of a \$152,772.00 JAG award with the County of Yellowstone.

2.This MOU shall commence on the date the Justice Assistance Grant (JAG) is funded by the U.S. Department of Justice, and the funds are received by the City, and it shall terminate on September 30, 2026 unless the parties mutually agree, in writing, to an earlier termination date. This cooperative undertaking shall be financed exclusively from the JAG proceeds. CITY agrees to pay the COUNTY a total of \$20,611.00 of JAG funds. The COUNTY agrees to use \$20,611.00 for the program between the date of this agreement and September 30, 2026, the last day on which these funds may be spent, according the terms of the JAG.

3.Nothing in the performance of this MOU shall impose any liability for claims against the CITY or COUNTY. Each party to this agreement will be responsible for its own actions in providing services under this MOU and will save the other party harmless from and defend and indemnify them for any claims that arise due to or on account of any activities that are funded in whole or in part by JAG proceeds, and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU. No separate legal entity shall be created by this contract. The accounting for funds received by each of the local governing bodies shall be done by the City of Billings Finance Department and the County of Yellowstone Sheriff's Office, respectively. The City of Billings Financial Services Manager shall administer the disbursement of JAG proceeds in cooperation with the County of Yellowstone Sheriff's Office. No personnel costs will be funded from these proceeds by either party so neither party will be required to file reports or make payments of retirement system contributions pursuant to §19-2-506, MCA.

4.In the event that any payment that is expected to be made pursuant to this JAG is not received by the City of Billings, or in the event that either party violates the terms of this MOU either party may terminate this agreement by giving written notice to the mayor (for notice to the City) or to the commission chair (for notice to

the County) of the manner in which the other party has violated the provisions hereof. If a party so notified does not remedy the default within fifteen (15) days of receipt of the notice of the violation, then the party giving notice of the violation is released and discharged from any further obligation under this MOU and the MOU is of no further legal effect.

By entering into the MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

City of Billings, Montana

County of Yellowstone

/s/ William A. Cole, Mayor

/s/ John Ostlund, Chairman
Yellowstone County Commissioners

APPROVED AS TO FORM:

/s/ Gina Dahl
City Attorney's Office

/s/ Scott Twito
Yellowstone County Attorney's Office

B.O.C.C. Regular

6. c.

Meeting Date: 03/05/2024

Title: YCSO-MDT mini grant application

Submitted By: Carol Redler

TOPIC:

YCSO Mini-Grant Application through MDT for Traffic Enforcement Augmentation

BACKGROUND:

Prior discussion.

RECOMMENDED ACTION:

Consent.

Attachments

MDT grant app



Application

129458 - MDT-FFY24: High Visibility Enforcement-Mini Grants - Final Application

132063 - Traffic Enforcement Augmentation Project
MDT - High Visibility Enforcement Mini Grants

Status: Editing Submitted Date: Submitted By:

Applicant Information

Primary Contact:

Name*: Mr. Michael W Linder
Salutation First Name Middle Name Last Name
Title:
Email*: mlinder@yellowstonecountymt.gov
Alternate Email: credler@yellowstonecountymt.gov
Address*: 2323 2nd Ave N

* PO BOX 35017
BILLINGS Montana 59101-2209
City State/Province Postal Code/Zip
Phone*: 406-256-2929
Phone Ext. *****
Alternate Phone: 406-256-2927
Fax: 406-256-2934

Organization Information

Name*: Yellowstone County Sheriff's Office
Organization Type: County Government
Organization Website:
Address*: 217 N. 27th St.

* Billings Montana 59101
City State/Province Postal Code/Zip
Phone*: 406-256-2816
Ext.
Alternate Phone
Fax:
Email address: jjones@co.yellowstone.mt.gov
Alternate Email
Vendor ID

Project Identification

Project Director - Individual that is responsible for contract implementation

Name* Michael Linder
First Name Last Name

Title* Sheriff
Agency/Organization* Yellowstone County Sheriff's Office
Mailing Address* PO BOX 35017
***** BILLINGS Montana 59107
City State Zip Code
E-mail Address* mlinder@yellowstonecountymt.gov
Phone Number* 406-256-2928

Project Manager/Point of Contact (individual responsible for day-to-day activities)

Name Carol Redler
First Name Last Name
Title Administrative Coordinator
Agency/Organization Yellowstone County Sheriff's Office
Mailing Address PO Box 35017
 Billings Montana 59107
City State Zip Code
E-mail Address credler@yellowstonecountymt.gov
Phone Number 406-256-2927

Authorized Official for Grantee (City/County Commissioner Chair, Mayor, Chief Executive Officer, Department Head or President of Board of Directors).

Name* John Ostlund
First Name Last Name
Title* Chair - Board of County Commissioners
Agency/Organization* Yellowstone County
Mailing Address* PO Box 35000
 Billings Montana 59107
City State Zip Code
E-mail Address* jostlund@yellowstonecountymt.gov
Phone Number* 406-256-2701

Budget Representative (Individual responsible for the accounting practices).

Name Jennifer Jones
First Name Last Name
Title Finance Director
Agency/Organization Yellowstone County
Mailing Address PO Box 35003
 Billings Montana 59107
City State Zip Code
E-mail Address jjones@yellowstonecountymt.gov
Phone Number 406-256-2816

UEI Number

Organization's Unique Entity Identifier (UEI)* FNVKTJD3B7C1

Personnel Services

Description	Type of Personnel Service	Proposed MDT-SHTSS Funding
Patrol Deputies	Overtime	\$8,500.00
		\$8,500.00

Personnel Services Narrative

Budget Narrative
The requested funds (\$8,500.00) would cover approximately 180 overtime hours for law enforcement officers at an average overtime rate of \$47.25 per hour. The hours could be divided over multiple events/holidays according to specific overtime needs for each event.

Contracted Services (Media)

Description	Type of Contract Service	Proposed MDT-SHTSS Funding
		\$0.00

Contracted Services Narrative

Contract Services Narrative

Total Project Budget

Combined Totals For All Columns

Total Project Budget	\$8,500.00
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Mini Grant Application

Dates of Proposed Enforcement Period:*	03/01/2024	09/30/2024
	From	To

Project Narrative:*

*Project Narrative: Describe need for increased enforcement –Must be supported by data
Your narrative serves as the scope of work for this contractual agreement.*

Funds will be used to augment normally scheduled law enforcement officers numbers during higher profile community events, which tend to cause a substantial increase in traffic in our area. These events include, but are not limited to, the Montana Fair, Huntley Homesteader Days, the Fourth of July fireworks display, area rodeos, concerts, and other high traffic events at the Metra Park. (National mobilization periods will be included as well.) Such events and holidays are historically shown to increase outside traffic coming into our area of responsibility, and by their very nature increase the potential for raising the number of cases of driving while under the influence. The availability of additional officers during these events will enhance visibility and enforcement.

This field is limited to 1,000 characters

Participating Agencies:*

Enforcement activity must include partnering law enforcement agencies.

None.

This field is limited to 1,000 characters

Optional: Provide support document. Event Flyer, letter of support, etc.

Supporting Attachment

B.O.C.C. Regular

6. d.

Meeting Date: 03/05/2024

Title: YCDF-Montana Dental Services contract

Submitted By: Carol Redler

TOPIC:

Contract with Montana Dental Services, PC for the Period 2/1/24-1/31/25

BACKGROUND:

Renewal of existing annual contract. The contractor is requesting a raise for the dental assistant from \$21.00 per hour to \$31.25 per hour.

RECOMMENDED ACTION:

Consent & sign.

Attachments

YCDF-MDS contract 2024

PROFESSIONAL SERVICES CONTRACT

This contract is entered into this ____ day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the “**COUNTY**,” and **MONTANA DENTAL SERVICES, PC**, hereinafter referred to as “**CONTRACTOR**”. Contractors address is 255 Cirque Drive, Bozeman, MT 59718.

1. The COUNTY engages CONTRACTOR to perform regular general dental services to inmates of the Yellowstone County Detention Facility (YCDF) as described further below. COUNTY agrees to provide CONTRACTOR with an additional day at Yellowstone County Detention Facility, “YCDF” to provide services to Department of Corrections DOC inmates.

SCOPE OF SERVICES:

2. Parties to this contract agree that CONTRACTOR will set aside up to 800 hours a year, to provide inmate dental care services limited to the array of services and procedures defined in this contract and incorporated by reference as SCHEDULE “A” attached herein.

RESPONSIBILITIES:

3. CONTRACTOR Responsibilities:
- a. *Days and times of services:* CONTRACTOR will provide dental services to inmates. Each workday will be up to eight hours in length, with both days and office hours to be worked out to the mutual agreement of the parties.
 - b. *Providers and site of services:* All dental services provided under the terms of this contract shall be delivered by CONTRACTOR and the Yellowstone County Detention Facility.
 - c. *Independent Dental Judgment:* CONTRACTOR shall at all times maintain independent judgment in assessing, diagnosing or treatment of inmate patients during the term of this contract.

///

d. *Privacy*: Inmate patients receiving dental care under this contract shall enjoy their privacy rights as required and contemplated by HIPAA.

4. COUNTY Responsibilities:

a. *Patient Selection*: COUNTY shall select from the inmate population the patients to be served during each one-hour session.

b. *Work space*: COUNTY shall provide CONTRACTOR with a dental office appropriate for inmate patients for dental services.

c. *Security*: COUNTY is responsible to provide appropriate security at all times that inmate patients are being seen by CONTRACTOR.

d. *Medical/dental records*: The parties agree that all medical/dental records generated by CONTRACTOR under this agreement are the property of the COUNTY. The COUNTY shall supply CONTRACTOR with the ability to chart with and share information with the COUNTY medical provider utilizing electronic medical records software.

TERM:

5. The term of this contract will commence on February 1, 2024 and terminate on January 31, 2025. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

COMPENSATION:

6. CONTRACTOR will be compensated at a rate of one hundred twenty dollars (\$120) each hour that CONTRACTOR is at YCDF. In addition, CONTRACTOR may, at CONTRACTORS election, utilize a dental assistant by contract in complying with this agreement. The parties agree that CONTRACTOR would be compensated at a rate of thirty-one dollars and

twenty-five cents (\$31.25) each hour for each assistant. CONTRACTOR shall bill on a weekly basis for services rendered under the terms of this contract, and COUNTY shall submit payment for invoices within thirty (30) days of receipt of the invoice.

INDEPENDENT CONTRACTOR:

7. The CONTRACTOR is an independent contractor and not a COUNTY employee. The CONTRACTOR agrees to perform the labor and terms of this contract as an independent and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees, is/are the employee(s) of COUNTY for any purpose under the terms and conditions of this contract.

INDEMNITY:

8. CONTRACTOR expressly agrees to hold harmless and indemnify COUNTY, its elected officials and employees from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same, that COUNTY may suffer as a result of negligence of CONTRACTOR or its employees, agents or contractors in the performance of the professional services under contract.

9. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertions or findings that Yellowstone County is liable for any damages by reason of a non-delegable duty.

LEGAL REMEDIES:

10. Should either party commence litigation, arbitration or mediation proceedings relating to this contract, or to enforce or interpret any provisions of this contract, the prevailing

party shall be entitled to recover all reasonable expenses, including attorney's fees, witness and expert witness fees and court costs.

11. The parties agree that the laws of the State of Montana shall govern this contract and that venue shall be in the Thirteenth Judicial District Court, Billings, Yellowstone County, Montana.

12. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the COUNTY.

NON-DISCRIMINATION:

13. Yellowstone County does not discriminate on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age, political ideas or marital status. Entities contracting with Yellowstone County to deliver goods or services must endure their agents, employees and sub-contractors do not discriminate or cause for such discrimination as enumerated above, among them or their employees or recipients of the goods and/or services to be offered.

This contract constitutes the full and complete contract between the COUNTY and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties.

IN WITNESS WHEREOF, the party set their hands and seals _____ day of _____, 2024.

MONTANA DENTAL SERVICES, PC

Contractor  DDS

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

Donald W. Jones, Member

Mark Morse, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT "A"

SCOPE OF SERVICES

PROFESSIONAL SERVICES CONTRACT

DETENTION FACILITY DENTAL

The scope of dental services to be provided by Contractor under the terms of the Professional Services Contract and Yellowstone County, effective February 1, 2023, include the following services:

1. Short term urgent care to maintain the immediate health of the patient.
2. The treatment of infection of dental origin.
3. Infected teeth will be treated by extraction of the tooth.
4. No long-term dental care/treatment.
5. No restorative dental care.
6. Yellowstone County shall be responsible for the maintenance and upkeep for the dental clinic inside the Detention Facility and Yellowstone County will be responsible for and will stock the dental clinic as required to facility the scope of services to be provided by Contractor.

B.O.C.C. Regular

6. e.

Meeting Date: 03/05/2024

Title: CCSIU Agreement 2024

Submitted By: Carol Redler

TOPIC:

CCSIU Agreement between YCSO & BPD for the Period 1/1/24 through 12/31/24

BACKGROUND:

Renewal of existing agreement.

RECOMMENDED ACTION:

Consent & sign.

Attachments

CCSIU 2024

AGREEMENT

CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)

This Agreement establishes and governs the operation of the ***CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)***:

The undersigned public agencies are charged with enforcing the law and protecting their citizens from illegal activity. Recognizing that resources are limited and that such limitations are detrimental to combating crime within Yellowstone County and the City of Billings, and recognizing that the problem can be most effectively resolved by pooling of resources and the joint exercise of respective authorities, a joint CCSIU is established.

PARTIES: This Agreement is between:

- (1) Billings Police Department
- (2) Yellowstone County Sheriff's Office

DURATION: This Agreement is in effect from January 1, 2024 through December 31, 2024.

PROJECT DESCRIPTION:

It is proposed that a joint City-County Special Investigations Unit be established. This Unit will be comprised of personnel assigned from the Yellowstone County Sheriff's Office and the Billings Police Department. It is agreed that full-time investigative personnel will be assigned to the Unit. The CCSIU will be a component of the Rocky Mountain High Intensity Drug Traffic Area (RMHIDTA). Either agency may withdraw from the Unit at any time with 30 days notice.

STRUCTURE AND ORGANIZATION:

The Unit Supervisor and Unit members will be determined by mutual agreement between both agencies. The Unit Supervisor shall be responsible to keep both agencies informed on all matters relating to the operations, including expenditures, accomplishments, problems and all other issues involving the CCSIU.

All persons assigned to the Unit shall work under the immediate supervision and direction of the Unit Supervisor. City Detectives will be indirectly supervised and evaluated by the Captain of Investigations or his designee. All persons assigned to the Unit shall adhere to the rules and regulations as set forth in the Unit's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.

For the purpose of indemnification of participating jurisdictions against losses, damages, or liabilities arising out of the services and activities of the Unit, the personnel so assigned by any

jurisdiction shall be deemed to be continuing under the employment of that jurisdiction and its police department.

Each agency contributing personnel to the Unit will continue that employee as an employee of the contributing agency and will be solely responsible for that employee, including wages and benefits.

Any duly sworn peace officer, while assigned to duty with the Unit as herein provided and working at the direction of the Unit Supervisor, shall have the same powers, duties, privileges, protections and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction. Billings Police Officers will be deputized as Yellowstone County Sheriff's Deputies while assigned, even on a temporary basis, to the CCSIU.

CONTEMPLATED UNIT TASKS:

At the direction of the Unit Supervisor, the CCSIU will concentrate efforts on local cases. Investigations will center around narcotics trafficking and organized criminal activities. In circumstances where a determination of specific priorities of these investigations must be made, the Unit Supervisor will make the determination in consultation with the Sheriff and Police Chief, or their designees.

UNIT OBJECTIVES:

This section identifies specific targeted objectives to be attained by the CCSIU during the program year.

- 1) Disrupt illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 2) Gather and report intelligence data relating to illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 3) Make arrests that will impact all levels of drug and organized criminal activities.
- 4) Effectively prosecute drug traffickers and organized criminal activity participants.
- 5) Promote law enforcement cooperation through joint investigations and close coordination with other police agencies and task forces.

PETTY CASH AND FORFEITURE FUND:

Agencies involved in the City-County Special Investigations Unit will each place *NINE THOUSAND DOLLARS* (\$9,000.00) into the Petty Cash Fund. The monies will be utilized by the Unit for buys and informants. As financial transactions take place, an equal amount of monies will be deducted from each agency's monies. The Supervisor of the Unit will be responsible for administering the monies as needed and keeping a running log of all expenditures, to include incident numbers and reason for purchase(s). The money log will be

audited by the Yellowstone County Auditor or his/her representative, on a quarterly basis. A copy of the audit will be submitted to the Captain of Investigations or his designee.

Replacement of the Petty Cash Fund will be accomplished by the following procedures:

CITY OF BILLINGS:

The Unit Supervisor will make a written request through the Captain in charge of Investigations or his designee, who, in turn, will approve the request and submit it to the City Finance & Administrative Services Department. The City Financial Services Manager will direct monies to the Unit Supervisor, who will deposit the reimbursement back to the Petty Cash Fund.

YELLOWSTONE COUNTY:

The Unit Supervisor will make a written request to the Yellowstone County purchasing department to replenish their portion of the fund.

Forfeiture vehicles that are to be sold at auction will be sold at either the Yellowstone County Sheriff's Sale or at auction by the Billings Police Department. Any forfeiture monies acquired by the Unit from any source will be split equally between the agencies. Each entity is responsible for requesting their share. All forfeiture procedures will be handled by the Unit Supervisor and the Yellowstone County Attorney's Office, at no cost to the City.

ASSET SHARING:

Any non-signatory state or local law enforcement agency that directly participates in an investigation or prosecution that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture.

INDEMNITY CLAUSE:

The City shall have the duty to defend Yellowstone County and shall indemnify and hold harmless Yellowstone County and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claims, liability, damage, loss, judgment or expense is caused in whole or in part, by a negligent act, error or omission of the City, its employees or agents.

Yellowstone County shall have the duty to defend the City and shall indemnify and hold harmless the City and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claim, liability, damage, loss or expense is caused in whole or in part by any negligent act, error, or omission of Yellowstone County, its employees, officials or agents.

RESOURCES:

All available resources that are currently available in the City of Billings Investigations Division and in the Yellowstone County Investigations Division will be made available to the CCSIU. Any specialized equipment that is not being kept at the location of the CCSIU office will need to be borrowed by an assigned CCSIU detective from that agency.

THIS AGREEMENT IS EXECUTED THIS ____ DAY OF _____, 24.

SIGNED:

MAYOR, CITY OF BILLINGS

DATE _____

COUNTY COMMISSIONER CHAIR

DATE _____

ATTEST:

DENISE BOHLMAN, CITY CLERK
CITY OF BILLINGS

JEFF MARTIN
CLERK AND RECORDER
YELLOWSTONE COUNTY

APPROVED AS TO FORM:

CITY ATTORNEY
CITY OF BILLINGS

B.O.C.C. Regular

7. a.

Meeting Date: 03/05/2024

Title: Metra Reorganizational Review

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Metra Reorganization Review

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Metra Reorganization Review

Yellowstone County



HUMAN RESOURCES

(406) 256-2705
(406) 254-7908 (fax)
P.O. Box 35041
Billings, MT 59107-5041

To: Yellowstone Board of County Commissioners

From: Dwight Vigness, H.R. Director on behalf of
Yellowstone County Hay Evaluation Committee
(Tim Miller, LynnDee Schmidt, Jeff Martin, Dwight Vigness,) Val Weber
was absent.

Date: March 5, 2024

Re: Review of positions based on BOCC approved Metra Park reorganization.

Recommendation of the HAY Evaluation Committee:

Title	Grade	Range
Montana Fair Coordinator (new position)	G	\$53K – 62K - \$75K
Marketing Coordinator Previously Marketing and Sales Coordinator. Moved from grade G to a grade F. This is now an entry level marketing position.	F	\$48K – 56K – 67K
Sponsorship and Marketing Manager (new position)	G	\$53K – 62K - \$75K

Commissioner's Action

	Approved	Not Approved
John Ostlund, Chair	___	___
Donald W. Jones, Member	___	___
Mark Morse, Member	___	___

Copy: HAY Evaluation Committee
Jennifer Jones, Finance Director

B.O.C.C. Regular

7. b.

Meeting Date: 03/05/2024

Title: MontanaFair Coordinator Clas Specification

Submitted By: Teri Reitz, Board Clerk

TOPIC:

MontanaFair Coordinator Clas Specification

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

MontanaFair Coordinator Clas Specification

Yellowstone County Class Specification

Class Title	MontanaFair Coordinator
Class Code Number	6063
Grade	G
FLSA	Exempt
EEO Function	Parks and Recreation (6)
EEO Category	Officials & Administrators (1)
Date	February 2024

Job Summary

Responsible to provide consistent yearlong planning and coordination for the successful execution of MontanaFair, an annual nine-day county fair; sets deadlines and organizes the fair in collaboration with MetraPark staff: does related work as required.

Distinguishing Class Features

Coordinates, organizes and plans MontanaFair in collaboration with MetraPark staff. Works with various departments within MetraPark to develop schedules and timelines to manage the logistics necessary to execute the fair. Works with MetraPark and county staff, committees, and 4-H administration to develop exhibitions, events and entertainment on the fairgrounds. Supervises, manages, plans and schedules competitive events; coordinates with MetraPark staff to determine event needs; accountable for cash handling; financial sales records, record keeping. This position reports to the Production Director.

Essential Job Duties and Responsibilities

(These are examples only; any one position may not include all of the listed examples nor do the listed examples include all functions, which may be found in positions of this class.)

- Develops and continually updates a five-year plan for MontanaFair;
- Provides consistent, yearlong planning and deadlines for MontanaFair;
- Engages and regularly meets with all MetraPark departments to coordinate and schedule all elements of the fair;
- Supervises, manages, recruits, trains, schedules, evaluates and monitors fair superintendents, runners and temps;
- Works with 4-H Extension to schedule shows, sales and judging;
- Works with finance to project and develop fair budgets for competitive events, community exhibits, and the Fair Experience Committee;
- Prepares related financial reports in a timely manner for management staff needs;
- Assists MetraPark staff and to plan and book community exhibits and displays on the fairgrounds;
- Works with Production department to create and implement event sheets for all activities at MontanaFair;
- Organizes and evaluates the debrief for each annual fair that recommends changes to programming, budgets and logistics;
- Exhibits a high degree of customer service skills and positive attitude with staff and customers;

- ☐ Responds to complaints, taking appropriate action including conferring with Production Director;
- ☐ Position requires night and weekend participation in meetings and activities and requires time management especially the months of June through September;
- ☐ Represent and promote the Montana Fair throughout the year at appropriate events;
- ☐ Solicit and contract all judges, award/show donors, clerks, and superintendents;
- ☐ Work with Production Director to manage risks, and generally operate the Fair in a safe and health-conscious manner;
- ☐ Maintain effective communication and develop good working relations with Yellowstone County Extension Office, County Commissioners and other County Departments, community leaders, volunteers, and other appropriate agencies/organizations;
- ☐ Arrange exhibit/vendor space; exhibitor and concession contracts and policies; coordinate schedules and assign locations of booths and display areas for vendors at Fair;
- ☐ Maintain organized record of donors, exhibitors, awards, and class winners;
- ☐ Performs related duties as required.

Required Knowledge and Abilities

Knowledge and understanding of:

- ☐ Agricultural fairs and exhibitions;
- ☐ 4-H, competitive events, animal shows;
- ☐ Fair industry practices and procedures;
- ☐ Contracts and insurance practices and principles;
- ☐ Management and supervisory principles and practices;
- ☐ Filing systems and procedures;
- ☐ Excellent organizational, interpersonal and customer service skills;
- ☐ Safety rules, procedures, and practices;
- ☐ County policies and procedures;
- ☐ Proficient in the use of Microsoft Word software including Excel, Word, and Outlook.

Skill to:

- ☐ Supervise and manage regular and temporary staff;
- ☐ Handle the pressures of simultaneously coordinating a wide range of fair activities and recommend appropriate solutions to problems;
- ☐ Communicate well with a diverse staff, exhibitors, customers, temporary workers and the general public both orally and in writing, using both technical and non-technical language;
- ☐ Determine set-up timing and schedules for staff and communicate these in timely written updates;
- ☐ Coordinate multiple tasks during the MontanaFair while maintaining required standards of operation in daily activities.

Ability to:

- ☐ Train, motivate, supervise and evaluate others in work procedures;
- ☐ Work with public and co-workers in a polite and professional manner;
- ☐ Maintain favorable working relationships with all the employees of MetraPark and MontanaFair to foster and promote a cooperative and harmonious working atmosphere;
- ☐ Prepare accurate and reliable reports for management;
- ☐ Operate a personal computer using word processing, spreadsheet and database applications appropriate to assigned duties;
- ☐ Speak clearly and persuasively in positive or negative situations;
- ☐ Write clearly and informatively, varying writing style to meet needs;
- ☐ Read and interpret written information;
- ☐ Observe safety and security procedures;
- ☐ Promptly respond and handle difficult or emotional complaints from the public while maintaining your own composure;

- Work within an approved budget by developing and implementing cost savings measures and conserving organizational resources.

Reporting Relationships

This position coordinates and plans MontanaFair (a nine-day county fair), supervises all competitive events, and completeive events personnel, liaises with the 4-H and MetraPark teams to execute the fair. This position reports to the Production Director.

Decision-making Authority:

Typical decisions made by the incumbent include staffing levels required to supervise events, exhibitions to include in the fair, practicality and affordability of fair exhibitions and events.

Decisions referred to include personnel problems, major purchase requests and long term strategic planning.

Challenges and Problems:

Challenges include efficiently planning and coordinating an exciting, safe, inviting fair with all the distractions that come from competing events happening year round at MetraPark.

Minimum Qualifications

Education/Experience/Training:

- Graduation from a college or university of recognized standing with a Bachelor's Degree in Marketing, Communications, Business Administration, or closely related field; **and**
- One (1) years' experience in sales, promotion, or production of public events; **or**
- Any equivalent combination of education and experience totaling five (5) years.

Certifications:

- Valid Driver's License issued by the State of Montana.

Essential Physical Abilities

Essential Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This position requires prolonged standing and walking and occasional heavy lifting;
- Must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds;
- Clarity of speech and hearing that permits the employee to communicate well with others;
- Specific vision abilities required by this job include close and far vision, the ability to adjust focus while operating computers and viewing into monitors, to read paper documents and operate equipment and motor vehicles;
- Manual dexterity that permits the employee to operate a personal computer, transport materials, files and equipment;
- Personal mobility that permits the employee to serve the general public, access files, operate a motor vehicle and inspect concession stands and various food operations at MetraPark.

Working Conditions:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- May include evening, weekend, or on-call hours as required by event; hours may vary if required to fill in for employees or in emergencies;
- Work is most generally performed indoors, but will be required to work outdoors during MontanaFair;
- May occasionally be exposed to outdoor weather conditions in nearly every type of climate;
- The noise level in the work environment varies from moderate to sporadically loud.

Accepted - Board of County Commissioners

Date Stamp

B.O.C.C. Regular

7. c.

Meeting Date: 03/05/2024

Title: Metra Sponsorship & Marketing Manager

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Metra Sponsorship & Marketing Manager Class Specification

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Metra Sponsorship & Marketing Manager Class Specification

Yellowstone County Class Specification

Class Title	Sponsorship & Marketing Manager
Class Code Number	6066
Grade	G
FLSA	Exempt
EEO Function	Parks and Recreation (6)
EEO Category	Officials & Administrators (1)
Date	February 2024

Job Summary

Develop and grow a sponsorship program for Metra Park by creating an effective way to reach a target audience, generate leads, and build the Metra Park brand awareness.

Responsible for assisting the Marketing and Sales Director in sponsorship and marketing for Metra Park involving Fair Sponsorships, LED Advertising, calling on existing and potential new clients, booking rental and banquet packages, developing new business, and networking with local event committees. Does related duties as required.

Distinguishing Class Features

Responsible for sponsorship solicitation; negotiation; contract preparation; public relations; publicity, advertising, and promotions; database management; direct mail; e-marketing and customer service. This position will provide direction and projects to the Marketing Coordinator.

Essential Job Duties and Responsibilities

(These are examples only; any one position may not include all of the listed examples nor do the listed examples include all functions, which may be found in positions of this class.)

- ❑ Implementation and solicitation of MontanaFair sponsorship program;
- ❑ Creating direct revenue from sponsorship and advertising programs;
- ❑ Develop annual marketing plan including projected income and expenses;
- ❑ Design/coordinate marketing materials and advertisements;
- ❑ Develop/coordinate multiple events including fair and special events or meetings;
- ❑ Identify opportunities to increase visibility within the community;
- ❑ Design and assist with the implementation of advertising plans and strategies for agency events, programs and overall mission;
- ❑ Support the Marketing and Sales Director in soliciting and securing media exposure, including print, television and radio stories and Public Service Announcements, for MetraPark events, programs and mission;
- ❑ Planning and Implementation of MontanaFair Marketing plan in coordination with the Marketing and Sales Director;
- ❑ Supervise and manage the daily activities of the Marketing Coordinator to ensure details involved with various advertising and marketing agreements and proposals are carried forward to completion;
- ❑ Remain current on national trends in the industry & local market changes to best serve the facility;
- ❑ Responsible that timely collection and accurate financial reporting of sponsorship transactions are recorded;

- ❑ Communicates closely with Vendor Sales Staff on placement of sponsor display space for functional and coordinated best use of resources;
- ❑ Participate in community networking activities, such as Billings Chamber activities and the Rocky Mountain Association of Fairs;
- ❑ Represent MetraPark at community events as assigned;
- ❑ Attend monthly calls with MetraPark Booking agreement clients;
- ❑ Attend all required meetings, including Board, Committee and Staff meetings;
- ❑ Does related duties as required.

Required Knowledge and Abilities

Knowledge and understanding of:

- ❑ The Yellowstone County Business and Media Community;
- ❑ Strategic selling skills, business acumen and creativity;
- ❑ Basic marketing practices including presentations, negotiation, sales calls, public relations, database management, e-marketing, promotions, direct mail and special events;
- ❑ Advertising and direct marketing strategies, techniques and methods;
- ❑ Media sources, practices and procedures;
- ❑ Microsoft Office software including Word, Excel, and PowerPoint.

Skill to:

- ❑ Operate Computer systems and software;
- ❑ Create Pipelines for Sponsorship and Advertising agreements;
- ❑ Negotiate contracts;
- ❑ Make sales calls by telephone and in person;
- ❑ Prepare and make professional presentations to individuals or groups;
- ❑ Run Social Media Advertising Campaigns.

Ability to:

- ❑ Work effectively with the public;
- ❑ Work effectively and collaboratively in staff teams;
- ❑ Interface effectively at multiple levels of a client organization;
- ❑ Create and develop marketing presentation materials using PowerPoint and other software programs;
- ❑ Build and implement a variety of marketing plans/strategies for MetraPark;
- ❑ Prepare accurate and reliable reports containing findings and recommendations;
- ❑ Develop solutions according to written specifications and/or oral instructions;
- ❑ Perform a wide variety of marketing, sales and administrative support tasks with accuracy and speed under the pressure of time-sensitive deadlines;
- ❑ Communicate effectively orally and in writing to media, clients, community organizations, employees and the general public;
- ❑ Perform job duties with minimal supervision.

Reporting Relationships

Decision- making Authority:

The work is performed under the general direction and supervision of the Marketing and Sales Director. The nature of the work performed requires that an employee demonstrate independent judgment and effectuate working relationships with promoters, agents, vendors and community businesses.

Minimum Qualifications

Education/Experience/Training:

- Graduation from a college or university of recognized standing with a Bachelor's Degree in Marketing, Communications or closely related field; **and**
- One (1) years' experience in sales, promotion or production of public events; **or**
- Any equivalent combination of education and experience totaling five (5) years.

Certifications:

- Valid Driver's License issued by the State of Montana.

Essential Physical Abilities

Essential Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear;
- The employee frequently is required to stand, sit, and reach with hands and arms;
- The employee is occasionally required to walk;
- Specific vision abilities required by this job include close vision, distance vision, depth perception, and ability to adjust focus;
- Personal mobility which permits the employee to move about a large sports and exhibition complex;
- Personal mobility that permits the employee to enter, operate and exit motor vehicles.

Working Conditions:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The position works in a typical office environment;
- While performing the duties of this job, the position may be exposed to moving mechanical parts and fumes or airborne particles, and outside weather conditions typical of a fair, exhibit or arena environment;
- The noise level in the work environment may at times be moderate.

Accepted - Board of County Commissioners

Date Stamp

B.O.C.C. Regular

7. d.

Meeting Date: 03/05/2024

Title: Metra Marketing Coordinator Class Specification

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Metra Marketing Coordinator Class Specification

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Metra Marketing Coordinator Class Specification

Yellowstone County Class Specification

Class Title	Marketing Coordinator
Class Code Number	6064
Grade	F
FLSA	Non-Exempt
EEO Function	Parks and Recreation (6)
EEO Category	Paraprofessional (5)
Date	September 2006

Job Summary

Responsible for assisting the Metra Park marketing team in executing various marketing initiatives and campaigns; does related duties as required.

Distinguishing Class Features

Assists the Marketing and Sales Director and Sponsorship and Marketing Coordinator with the implementation of marketing deliverables including public relations; publicity, advertising, and promotions; database management; direct mail; e-marketing and customer service.

Essential Job Duties and Responsibilities

(These are examples only; any one position may not include all of the listed examples nor do the listed examples include all functions, which may be found in positions of this class.)

- Design/coordinate marketing materials and advertisements;
- Develop/coordinate multiple events including fair and special events or meetings;
- Identify opportunities to increase visibility within the community;
- Requires a good blend of lead generation, strategic selling skills, business acumen and creativity
- Attend all required meetings, including Board, Committee and Staff meetings;
- Design and assist with the implementation of advertising plans and strategies for agency events, programs and overall mission;
- Support the Marketing and Sales Director and Sponsorship and Marketing Coordinator in soliciting and securing media exposure, including print, television and radio stories and Public Service Announcements (PSAs), for MetraPark events, programs and mission;
- Performs related duties as required.

Required Knowledge and Abilities

Knowledge and understanding of:

- The Yellowstone County Business and Media Community;
- Basic marketing practices including: presentations, ~~negotiation~~, sales calls, public relations, database management, e-marketing, promotions, direct mail and special events;
- Advertising and direct marketing strategies, techniques and methods;
- Media sources, practices and procedures;
- Microsoft Office software including Word, Excel, and PowerPoint.

Skill to:

- ❑ Operate Computer systems and software;
- ❑ Prepare and make professional presentations to individuals or groups;
- ❑ Implement Social Media Advertising as well as traditional advertising;
- ❑ Run LED advertising software for the Arena;
- ❑ Update and implementation of changes to websites;
- ❑ Run Adobe software.

Ability to:

- ❑ Work effectively with the public;
- ❑ Work effectively and collaboratively in staff teams;
- ❑ Interface effectively at multiple levels of a client organization;
- ❑ Create and develop marketing presentation materials using PowerPoint and other software programs;
- ❑ Build and implement a variety of marketing plans/strategies for MetraPark;
- ❑ Prepare accurate and reliable reports containing findings and recommendations;
- ❑ Develop solutions according to written specifications and/or oral instructions;
- ❑ Perform a wide variety of marketing and administrative support tasks with accuracy and speed under the pressure of time-sensitive deadlines;
- ❑ Communicate effectively orally and in writing to media, clients, community organizations, employees and the general public;
- ❑ Perform job duties with minimal supervision.

Reporting Relationships

Decision- making Authority:

The work is performed under the general direction and supervision of the Marketing and Sales Director and the Marketing and Sales Coordinator. The nature of the work performed requires that an employee demonstrate independent judgment and effectuate working relationships with promoters, agents, vendors, and community businesses.

Minimum Qualifications

Education/Experience/Training:

- Graduation from a college or university of recognized standing with a Bachelor's Degree in Marketing, Communications, or closely related field; **and**
- Any equivalent combination of education and experience totaling four (4) years.

Certifications:

- Valid Montana Driver's license.

Essential Physical Abilities

Essential Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear;
- The employee frequently is required to stand, sit, and reach with hands and arms;
- The employee is occasionally required to walk;

- Specific vision abilities required by this job include close vision, distance vision, depth perception, and ability to adjust focus;
- Personal mobility which permits the employee to move about a large sports and exhibition complex;
- Personal mobility that permits the employee to enter, operate and exit motor vehicles.

Working Conditions:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The position works in a typical office environment;
- While performing the duties of this job, the position may be exposed to moving mechanical parts and fumes or airborne particles, and outside weather conditions typical of a fair, exhibit or arena environment;
- The noise level in the work environment may at times be moderate.

Accepted - Board of County Commissioners

Date Stamp
October 25, 2006

Amended to Non-exempt

January 14, 2014

Amended grade due to MetraPark reorganization and changes to position duties.

Accepted - Board of County Commissioners

Date Stamp

B.O.C.C. Regular

7. e.

Meeting Date: 03/05/2024

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Motor Vehicle - 1 Appointment, 1 Termination; **Detention Facility** - 3 Appointments, 2 Terminations; **MetraPark** - 2 Appointments, 1 Termination; **Elections** - 1 Termination; **Justice Court** - 1 Appointment, 2 Terminations; **I.T.** - 1 Termination; **Public Works** - 1 Appointment, 1 Termination; **District Court** - 1 Appointment; **Sheriff's Office** - 2 Appointments

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

PARS1

Employer logo

Yellowstone County Commissioners
RECEIVED
FEB 15 2024

Hire/Personnel Action Form

Employee Information

Employee
Pamela Schlosser

Hire Information

Position Details	Hire Req#	Job Type
Motor Vehicle Clerk (C) (2050)	202300135	Full-Time Regular
Person ID	Job Class	Pay Rate
25243154	Motor Vehicle Clerk (C)	\$17.34
Department	Job Class#	HireDate
Treasurer/Supt. of Schools/Motor Vehicle	2050	2/20/24
Division		
N/A		

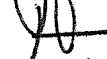


Comments

finance code is 1000.000.113.410540.111 100% replaces Breanne Overfelt

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/15/24 3:06 PM
FINANCE	JENNIFER JONES	2/15/24 3:31 PM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

Employer logo

FEB 16 2024

Hire/Personnel Action Form

Employee Information

Employee
Crystal Underwood

Hire Information

Position Details	Hire Req#	Job Type
Booking Clerk (B) (5080)	202300141	Full-Time Regular
Person ID	Job Class	Pay Rate
54267705	Booking Clerk (B)	\$20.36
Department	Job Class#	HireDate
Sheriff's Office	5080	2/26/24
Division		
Detention Facility		




Comments

Funding: 2300.136.420200.111 @100 %

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/16/24 8:56 AM
FINANCE	JENNIFER JONES	2/16/24 8:58 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

FEB 21 2024

Hire/Personnel Action Form

Employer logo

Employee Information

Employee
Joseph Lind

Hire Information

Position Details	Hire Req#	Job Type
Event Maintenance Worker- MetraPark (D/E) (6030)	202300136	Full-Time Regular
Person ID	Job Class	Pay Rate
40937652	Event Maintenance Worker- MetraPark (D/E)	\$21.03
Department	Job Class#	HireDate
MetraPark	6030	2/21/24
Division		
MetraPark Facilities		




Comments

replacing Adrian Turner 5810.552.460442.111

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/21/24 8:13 AM
FINANCE	JENNIFER JONES	2/21/24 8:16 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

Employer logo

FEB 22 2024

Hire/Personnel Action Form

Employee Information

Employee
Dylan Shoop

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202300007	Full-Time Regular
Person ID	Job Class	Pay Rate
53850341	Detention Officer (D)	\$23.48
Department	Job Class#	HireDate
Sheriff's Office	5090	2/26/24
Division		
Detention Facility		

Comments




Funding: 2300.136.420200.111 at 100%
replaces: Bullshows

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/22/24 12:53 PM
FINANCE	JENNIFER JONES	2/22/24 12:56 PM

Commissioners Action

Approve Disapprove

Chair		_____
Member		_____
Member		_____

Employer logo

Yellowstone County Commissioners
RECEIVED

FEB 21 2024

Hire/Personnel Action Form

Employee Information

Employee
Warren Sherner

Hire Information

Position Details	Hire Req#	Job Type
Event Maintenance Worker- MetraPark (D/E) (6030)	202300125	Full-Time Regular
Person ID	Job Class	Pay Rate
55944058	Event Maintenance Worker- MetraPark (D/E)	\$21.03
Department	Job Class#	HireDate
MetraPark	6030	3/7/24
Division		
MetraPark Facilities		




Comments

replacing Travis Wilkes 5810.552.460442.111

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/21/24 8:13 AM
FINANCE	JENNIFER JONES	2/21/24 8:16 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____



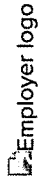
Hire/Personnel Action Form

Employee Information

Employee
Joseph Wilson

Hire Information

Position Details	Hire Req#	Job Type
Senior Justice Court Clerk (D) (3016)	202300149	Full-Time Regular
Person ID	Job Class	Pay Rate
55731085	Senior Justice Court Clerk (D)	\$19.62
Department	Job Class#	HireDate
Justice Court	3016	3/1/24
Division		
N/A		



Hire/Personnel Action Form

Joseph Wilson

Comments

Funding number: 1000.000.121.410340.111
 Percentage: 100%
 Starting wage: 19.62 per hour
 Start Date: 3/1/23
 Replacing: Jon Statler as Senior Clerk- Crim Department
 Full Time/40 hrs a week
 Promotion from part-time clerk to full-time Senior Clerk, going up one grade. Previous wage was \$17.84. \$17.84 X 10% = \$1.78;
 \$17.84+\$1.78= \$19.62

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

Approvals

HUMAN RESOURCES	DWIGHT	2/26/24 11:31 AM
	VIGNESS	
FINANCE	Kassandra Hazen	2/26/24 1:12 PM

Hire/Personnel Action Form

FEB 23 2024

Employee Information

Employee
Nichole Todd

Hire Information

Position Details	Hire Req#	Job Type
District Court Clerk (C) (3025)	202300140	Full-Time Regular
Person ID	Job Class	Pay Rate
56593105	District Court Clerk (C)	\$17.34
Department	Job Class#	HireDate
District Court	3025	2/26/24




Comments

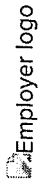
1000.221.410330.111 100%
Replacement for Jennifer Stephens

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/23/24 10:43 AM
FINANCE	JENNIFER JONES	2/23/24 10:49 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____



Hire/Personnel Action Form

Employee Information

Employee
Christian Nieves

Hire Information

Position Details	Hire Req#	Job Type
Event Maintenance Worker- MetraPark (D/E) (6030)	202300136	Full-Time Regular
Person ID	Job Class	Pay Rate
54485806	Event Maintenance Worker- MetraPark (D/E)	\$21.03
Department	Job Class#	HireDate
MetraPark	6030	3/16/24
Division		
MetraPark Facilities		

Comments

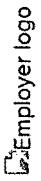
REPLACING CHAD MARTINSON 5810.552.460442.111 - TRANSFERING FROM DETENTION OFFICER TO EVENT MAINTENANCE WORKER

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/26/24 8:17 AM
FINANCE	JENNIFER JONES	2/26/24 8:25 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____



Hire/Personnel Action Form

Employee Information

Employee
Alec Moore

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202300086	Full-Time Regular
Person ID	Job Class	Pay Rate
53365591	Deputy Sheriff (Patrol) (MCA)	\$30.18
Department	Job Class#	HireDate
Sheriff's Office	5045	3/25/24

Division
Sheriff Patrol

Comments

Funding: 2300.132420.150.111 @ 100%
replaces: Osborne

Approvals

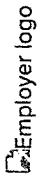
HUMAN RESOURCES	DWIGHT	2/26/24 1:54 PM
	VIGNESS	
FINANCE	Kassandra Hazen	2/26/24 2:23 PM
COMMISSIONERS	THERESA REITZ	2/26/24 2:56 PM

Commissioners Action
Approve Disapprove

Chair

Member

Member



Hire/Personnel Action Form

Employee Information

Employee
Ryan Conley

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202300086	Full-Time Regular
Person ID	Job Class	Pay Rate
52340229	Deputy Sheriff (Patrol) (MCA)	\$30.18
Department	Job Class#	HireDate
Sheriff's Office	5045	3/25/24
Division		
Sheriff Patrol		

Comments

Funding: 2300.132.420150.111 @ 100 %
replaces: New FTE

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/26/24 1:55 PM
FINANCE	Kassandra Hazen	2/26/24 2:24 PM
COMMISSIONERS	THERESA REITZ	2/26/24 2:57 PM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

FEB 28 2024

Employer logo

Hire/Personnel Action Form

Employee Information

Employee
Crystal Underwood

Hire Information

Position Details	Hire Req#	Job Type
Control Operator (B) (5085)	202300154	Promotional
Person ID	Job Class	Pay Rate
54267705	Control Operator (B)	\$20.36
Department	Job Class#	HireDate
Sheriff's Office	5085	3/1/24
Division		
Detention Facility		




Comments

Funding: 2300.136.420200.111 @ 100%
replaces Olson
Internal transfer from Booking Clerk to Control

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/28/24 8:07 AM
FINANCE	JENNIFER JONES	2/28/24 11:16 AM

Commissioners Action
Approve Disapprove

Chair		---
Member		---
Member		---



FEB 29 2024

Hire/Personnel Action Form

Employee Information

Employee
Tyler Gilstrap

Hire Information

Position Details	Hire Req#	Job Type
Equipment Service Worker (C/D) (4010)	202300134	Full-Time Regular
Person ID	Job Class	Pay Rate
56811939	Equipment Service Worker (C/D)	\$20.20
Department	Job Class#	HireDate
Public Works	4010	3/18/24




Comments

2110.401.430200.111 replaces Garrett Kadleck

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	2/28/24 3:43 PM
FINANCE	JENNIFER JONES	2/29/24 8:39 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

FEB 29 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: ~~Wasy~~ Wasy weel Effective Date: 2/28/2024
Current Title: Electin Assistant II Gr. D Salary \$ 19.07
Title Change: N/A Gr. Salary \$

Check as Applicable:

Regular Full Time:
Regular Part Time:
Temp Full Time:
Temp Part Time:
Seasonal Hire:
Replaces position Name:
New Budgeted Position:
Other:
New Hire:
Rehire:
Termination:
Promotion:
Transfer:
Demotion:

Funding: 1000 - 000 - 104410600 111 Percent 100% New Account
Percent Split Account

[Signature]
Elected Official/Department Head 2/28/24 Date

Section 2

Human Resources: _____ Finance: _____

Note: _____
[Signature] 2.29.24
Director Date

H.R. Comments: _____
Commissioner's Action
Approve _____ Disapprove _____

Chair [Signature]
Member MM
Member [Signature]

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

FEB 22 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Breanne Overfelt Effective Date: 2-15-2024
Current Title: title clerk mv Gr. C Salary \$ 17,34
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: Resignation
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____
Replaces position _____ Transfer: _____
Name _____ Demotion: _____
New Budgeted Position _____

Other: _____ Reclassification: _____

Funding: 1000-113-410540-111 Percent 100 New Account _____
Percent _____ Split Account _____
Quentin Dum 2-15-24
Elected Official/Department Head Date

Section 2

Human Resources: _____ Finance: _____

Note: _____ Note: Yulgoner 2.22.24
Director Date Director Date

H.R. Comments: _____ Commissioner's Action
Approve _____ Disapprove _____

Chair _____
Member MM _____
Member S _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

FEB 22 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Nicole Brunger Effective Date: 2/13/24
Current Title: JCW Gr. 7 Salary \$ 23.75
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:
Regular Full Time: New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination:
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____
Replaces position _____ Transfer: _____
Name _____ Demotion: _____
New Budgeted Position _____

Other: Resigned Reclassification: _____
Funding: 2399-135-420250 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Tracy L. Snyder 2/15/24
Elected Official/Department Head Date

Section 2

Human Resources: _____ Finance: _____
Note: _____ Note: _____
Director _____ Director _____
Date _____ Date _____

H.R. Comments: _____ Commissioner's Action
Approve _____ Disapprove _____

Chair _____
Member _____
Member _____
Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

FEB 29 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: NATHAN SHEA Effective Date: 2/23/24
Current Title: I.T. SUPPORT SPECIALIST Gr. E Salary \$ 21.03/HR.
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: RESIGNED
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____

Other: _____ Reclassification: _____

Funding: 1000 - 115 - 410580 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Nathan Shea _____
Elected Official/Department Head Date 2/26/24

Section 2

Human Resources: _____ Finance: _____

Note: _____
Director Date 2/29/24

H.R. Comments: _____
Commissioner's Action
Approve _____ Disapprove _____

Chair _____
Member MA _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

FEB 29 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Amie Kenczka Effective Date: 3/5/24
Current Title: Sc Clerk Gr. C Salary \$ 1768
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time:
Regular Part Time:
Temp Full Time:
Temp Part Time:
Seasonal Hire:
Replaces position Name: _____
New Budgeted Position: _____
Other: _____
New Hire: _____
Rehire: _____
Termination: Voluntary
Promotion: _____
Transfer: _____
Demotion: _____

Reclassification: _____

Funding: 1000-121-410340-111 Percent _____ New Account _____
Percent _____ Split Account _____

James Walker _____
Elected Official/Department Head Date February 23, 2024

Section 2

Human Resources: _____ Finance: _____

Note: _____
Director Date July 2.29.24

H.R. Comments: _____
Commissioner's Action
Approve _____ Disapprove _____

Chair [Signature]

Member [Signature]

Member [Signature]

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

FEB 29 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Chad Dinkell

Effective Date: Never Started

Current Title: Mechanics

Gr. ELF Salary \$ 25,000 hr.

Title Change: _____

Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time:

New Hire: _____

Regular Part Time: _____

Rehire: _____

Temp Full Time: _____

Termination:

Temp Part Time: _____

Seasonal Hire: _____

Promotion: _____

Replaces position _____

Name _____

New Budgeted Position _____

Demotion: _____

Other: _____

Reclassification: _____

Funding: 10,000 - 401 - HRD 200 - 111

Percent 100% New Account _____

Percent _____ Split Account _____

[Signature]
Elected Official/Department Head

2-22-2024
Date

Section 2

Human Resources:

Finance:

Note: _____
[Signature] 2-26-24
Director Date

Note: _____
[Signature] 2-29-24
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

Chair _____
Member [Signature] _____
Member [Signature] _____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

FEB 29 2024

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: FRANIS WILKES Effective Date: 2/18/24
Current Title: Event Maint Gr. DE Salary \$ 21.03
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: Vol.
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____
Replaces position _____ Transfer: _____
Name _____ Demotion: _____
New Budgeted Position _____

Other: _____

Reclassification: _____

Funding 580 - 552 - 40042 - 111 Percent 100 New Account _____
Percent _____ Split Account _____
[Signature] 2/27/24
Date _____
Elected Official/Department Head

Section 2

Human Resources:

Finance:

Note: _____
Whynis 2/26/24 Jim Jones 2/21/24
Director Date Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair _____
Member MM _____
Member [Signature] _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

B.O.C.C. Regular

Meeting Date: 03/05/2024

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit February 1 to February 15, 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

PAYROLL AUDIT
February 1 to February 15, 2024

Date: 2/21/2024
To: Board of County Commissioners *Tanya McWilliams*
From: Tanya McWilliams, Deputy Auditor

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
2/21/24	Vaichus, Deborah	Detention	16 hrs military used not showing in the used column employee summary
2/21/24	Kimmerle, Laureen	Finance	Vac hrs used s/b 16 hrs, update accruals
2/21/24	Williams, Katy	Justice Court	Update funding #1000.121.410340.112 and correct from previous pay period (PAR 1/17/24)

B.O.C.C. Regular

2. a.

Meeting Date: 03/05/2024

Title: Board Minutes

Submitted By: Erika Guy

TOPIC:

Board Minutes - February 2024 DUI Task Force/DUI Task Force Symposium Planning

BACKGROUND:

See Attachments

RECOMMENDED ACTION:

File

Attachments

Symposium Planning
Minutes



YELLOWSTONE COUNTY DUI TASK FORCE
PO BOX 20982
BILLINGS, MT 59104

**Yellowstone County DUI Task Force Symposium Planning Meeting
February 15, 2024**

Present: Kacy Keith, Kevin Holland, Andy Beach, Bob Drake, Brandon Ihde, Haley Swan, Micky Eckart, Jenna Solomon, Sam Morris, Travis Sylvester, Darla Tyler-McSherry

Site:

Currently have DoubleTree Hilton space held April 30-May 2025 (Ballroom ABC and ½ foyer area). Darla will check into availability and additional cost for the entire concourse area for additional Exhibitor space.

Darla will also check re: any information at this time re: food costs and will check into costs for Northern for same time/space/meals.

Sponsor opportunities:

The group discussed moving away from contributions paying for registrations to snack breaks and meals and/or breakout rooms. The group also discussed sponsors paying for booths, rooms, and meals in tiered opportunities/sponsorship levels. No action was taken at this time.

Another fund raising opportunity discussed was the possibility of a QR code on the conference website where contributions could be made. An idea mentioned with this would be the possibility of a scholarship fund for individuals who want to attend but cannot pay. Darla will check with County Finance to learn more about policies and procedures regarding our ability to accept funding from businesses and individuals.

Registration Fee:

The group discussed raising the registration fee. Last year's fee was \$100 and essentially covered the breakfast and beverage and snack costs. The consensus from the group is that we can and should raise the fee. Discussion included the idea of \$199 for an Early Bird discount and \$249 after the Early Bird date. No action was taken at this time.

Registration Process:

Travis stated the new registration process will be more streamlined and will provide updates along the way. Darla and Travis will confirm with County Finance allowable ways to collect registration fees.

Homework:

Brandon tasked the group with thinking about potential presenters and topics for next month's meeting.



YELLOWSTONE COUNTY DUI TASK FORCE
PO BOX 20982
BILLINGS, MT 59104

Yellowstone County DUI Task Force Meeting Minutes February 15, 2024

Present: Brandon Ihde, Bob Drake, Andy Beach, Haley Swan, Jenna Solomon, Sam Morris, Kevin Holland, Micky Eckart, Monty Wallis, Brandon Gatlin, Kacy Keith, Travis Sylvester, Eric Graff, Mina Crenshaw, Darla Tyler-McSherry. **Excused:** Jeannie Martin, Glenn Gunther, Bethany Honcoop, John Ryan.

Meeting called to order at 12:08 PM. Members received the January meeting minutes via email and are also available on the Task Force website. Kacy motioned for approval. Kevin seconded. Motion approved.

No new Conflicts of Interest were disclosed. Travis is sending a follow up email to Darla, as we have three members still needing to sign the annual Conflict of Interest/Code of Ethics form.

Members received the latest budget reports via email. No questions were brought forward at this time.

Travis provided the social media report. They will be focusing on graduation with its upcoming season. Also, they are going to promote what the Task Force does to address impaired driving. Other topics they will focus on include April 20 and marijuana toxicity.

Darla provided final numbers on the Holiday Media campaign. We utilized Spectrum/Charter for our TV ads. A total of 823 spots ran for \$3,600. We utilized Mojo 92.5, KCTR & KBUL, and 97.1 FM for radio ads. A total of 206 spots ran for \$1,408, for a combined total of \$5,068, which was \$68 over the approved budget.

The group discussed the RAIDD coin project. We still have some left, and will check with other agencies not present to determine their supply of remaining coins. Haley said she sends thank you letters to the people who report in her jurisdiction, and the group agreed we could replicate this acknowledgement. Travis will build a form with all the law enforcement agencies represented to go with the coins for future distribution. Kacy, Sam, and Andy volunteered to help deliver coins to future recipients. We will visit this project again at the March meeting.

Travis stated he will bring the printer for the DUI Processing Center when he comes to town next week.

Darla has most of the materials for the PPE kits. She will assemble them and will bring them to the March meeting to help with distribution.

The group reviewed the summary of the outcomes for the funded RFP projects for the July-December 2023 cycle. A copy will be sent electronically along with the meeting minutes.

Brandon provided a summary of the Symposium planning meeting held the previous hour. Those meeting minutes will also be sent electronically. Topics mentioned for consideration to address at the Symposium included kava, kratom and marijuana. Presenter ideas were briefly discussed too, including Bancroft for DUI regulations, Jermaine Galloway, Combs, Brandon, and Sam. Bring ideas for topics and presenters to the March Symposium planning meeting or send them to Brandon or Darla if you cannot attend.

Eric Graff attended the meeting and inquired about the possibility of a victim impact panel at the Symposium. He also stated he would be willing to help with challenge coin distribution.

St. Patrick's Day parade is March 16 with lineup beginning at approximately 10:30. Contact Haley for more info and if you would like to participate.

Mina Crenshaw submitted a Letter of Interest to join the Task Force. Andy motioned for approval. Haley seconded. Motion approved. Welcome, Mina!

The next Symposium planning meeting takes place Thursday, March 21 at 11:00 and the regular meeting begins at noon as usual.

Brandon asked for a motion to adjourn. Sam motioned for the meeting to adjourn. Andy seconded. Motion approved.

The meeting was adjourned at 1:00 PM.

B.O.C.C. Regular

2. b.

Meeting Date: 03/05/2024

Title: Lockwood Irrigation District Bond Documents

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Lockwood Irrigation District Bond Documents

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation Bond Documents

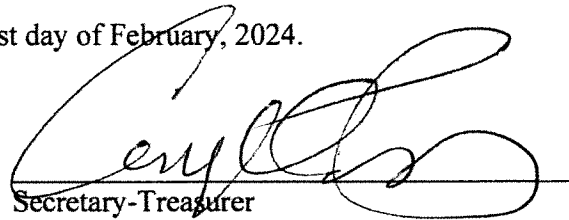
CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of Lockwood Irrigation District, Montana (the "District"), hereby certify that the attached resolution is a true copy of Resolution No. 022124, entitled: "RESOLUTION RELATING TO UP TO \$1,739,000 IRRIGATION DISTRICT SPECIAL ASSESSMENT BOND AND A \$350,000 BOND ANTICIPATION NOTE TO BE ISSUED IN ANTICIPATION THEREOF; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF AND CREATING SPECIAL FUNDS AND ACCOUNTS AND PROVIDING FOR THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the District in my legal custody; that the Resolution was duly adopted by the Board of Commissioners of the District at a meeting on February 21, 2024 and that the meeting was duly held by the Board of Commissioners and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: Terry Seiffert, Bob Riehl, Brent Kober; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 21st day of February, 2024.




Secretary-Treasurer

RESOLUTION NO. 022124

RESOLUTION RELATING TO UP TO \$1,739,000 IRRIGATION DISTRICT SPECIAL ASSESSMENT BOND AND A \$350,000 BOND ANTICIPATION NOTE TO BE ISSUED IN ANTICIPATION THEREOF; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF AND CREATING SPECIAL FUNDS AND ACCOUNTS AND PROVIDING FOR THE SECURITY THEREFOR

BE IT RESOLVED by the Board of Commissioners of Lockwood Irrigation District, Montana, as follows:

ARTICLE I

DEFINITIONS, AUTHORIZATIONS AND FINDINGS

Section 1.01 Definitions. The terms defined in this Section 1 shall for all purposes of this Resolution have the meanings herein specified, unless the context clearly otherwise requires:

Accountant means a Person engaged in the practice of accounting as a certified public accountant or any other Person authorized under State law to audit and certify financial statements of local governments in the State, whether or not employed by the District.

Act means Montana Code Annotated, Title 85, Chapter 7, Parts 20 and 21 and other applicable statutes in Title 85, Chapter 7, all as amended.

Board means the Board of Commissioners of the District or any successor governing body of the District.

Bond Account means the account created by Section 4.04.

Bond Counsel means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the District.

Bondholder means the Person in whose name the Definitive Bond is registered in the Bond Register.

Bond Register means the registration books maintained by the Yellowstone County Treasurer with respect to the Definitive Bond pursuant to Section 3.02.

Business Day means any day other than a Saturday, Sunday or other day on which commercial banks located in the District in which the principal office of the Registrar are not open for business or are authorized by law to close.

Coal Severance Tax Loan Program means the program to finance various renewable resource projects, including projects approved under HB 8, and that includes bonds and loans authorized by the State under Title 17, Chapter 5, Part 7, Montana Code Annotated, and may

include renewable resource projects under Title 85, Chapter 1, Part 6, Montana Code Annotated, as amended.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Construction Account means the account created by Section 4.02.

Consulting Engineer means Performance Engineering, LLC, of Billings, Montana.

District means Lockwood Irrigation District, Montana.

Definitive Bond means the Irrigation District Special Assessment Bond, Series 20__, to be issued in the maximum principal amount of up to \$1,739,000.

DEQ means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended.

DNRC means the Department of Natural Resources and Conservation of the State of Montana.

Fiscal Year means the period commencing on the first day of July of any year and ending on the last day of June of the next year, or any other specified twelve-month period, authorized by law and specified by the Board as the District's fiscal year.

Governmental Obligations means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed as to payment by, the United States of America, or money market funds or mutual funds invested in such obligations.

Holder means a Bondholder or a Noteholder.

Independent means, when used with respect to any specified Person, such a Person who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the District, other than the payment to be received under a contract for services to be performed by such Person; and (iii) is not connected with the District as an officer, employee, promoter, trustee, partner, director, underwriter or person performing similar functions. Whenever it is herein provided that any Independent Person's opinion or certificate shall be furnished, such Person shall be appointed by the Board and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

Interest Payment Date means a date specified in either of the Obligations and in this Resolution or a subsequent resolution as a fixed date for payment of an installment of interest on either of the Obligations.

Loan means the loan from the DNRC to the District in an amount not to exceed \$1,739,000, to pay and redeem the Series 2024 Note and, if funds are available, to finance on a

long-term basis a portion of the costs of the Project and fund the Reserve and pay associated financing costs.

Maturity means, when used with respect to either Obligation, the date on which the principal of such Obligation becomes due and payable as therein or herein provided, whether at its Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

Note Account means the account created by Section 4.03.

Note Register means the registration book maintained by the Yellowstone County Treasurer with respect to the Series 2024 Note pursuant to Section 2.02.

Note Registrar means the Yellowstone County Treasurer or any successor appointed by the Board to receive and disburse the principal of, premium, if any, and interest on the Series 2024 Note on behalf of the District and to hold and maintain the Note Register in respect thereof.

Noteholder means the Person in whose name the Series 2024 Note is registered in the Note Register.

Obligations means the Series 2024 Note and the Definitive Bond, collectively.

Opinion of Counsel means a written opinion of counsel, who may (except as otherwise expressly provided in this Resolution) be counsel for the District.

Original Purchaser means the original purchaser of each of the Obligations. The Original Purchaser of the Series 2024 Note and the Definitive Bond is the DNRC.

Person means any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Principal and Interest Requirements means, for any Fiscal Year, the amount of principal of and interest on the Definitive Bond due and payable during such Fiscal Year.

Principal Payment Date means the Stated Maturity of the Series 2024 Note or the date on which any principal of the Series 2024 Note is paid and any date specified in this Resolution, as it may be supplemented and amended, as a fixed date for payment of an installment of principal on the Definitive Bond.

Project has the meaning given such term in Section 1.02.

Redemption Date when used with respect to an Obligation to be redeemed means the date on which it is to be redeemed pursuant hereto.

Redemption Price when used with respect to an Obligation to be redeemed means the price at which it is to be redeemed pursuant hereto.

Registrar means the Yellowstone County Treasurer or any successor appointed pursuant to Section 3.02 to receive and disburse the principal of, premium, if any, and interest on the

Definitive Bond on behalf of the District and to hold and maintain the Bond Register, and, with respect to the Series 2024 Note, the Note Registrar.

Reserve Requirement has the meaning given such term in Section 4.04.

Resolution means this resolution, adopted by the Board of the District on February 21, 2024.

Series 2024 Note means the District's Bond Anticipation Note, Series 2024, to be issued in the maximum principal amount of \$350,000 in anticipation of the issuance of the Definitive Bond pursuant to this Resolution.

State means the State of Montana.

Stated Maturity means the final maturity and payment date of the Series 2024 Note.

Supplemental Resolution means a resolution amending or supplementing this Resolution.

System means the irrigation system of the District benefiting the properties in the District.

Section 1.02 Recitals.

(a) Establishment of District. By petition presented to the Board of County Commissioners of Yellowstone County on August 10, 1907, filed by the County Clerk and Recorder on October 12, 1907, the District was established, the original boundaries thereof were defined, and commissioners were appointed therefor, all in accordance with the Act or laws preceding the Act.

(b) Proceedings on the Incurrence of Indebtedness. Pursuant to Senate Bill 326 enacted by the 67th Montana Legislative Session ("SB 326"), a board of commissioners of an irrigation district may undertake proceedings authorizing a levy of special taxes or assessments to repay and secure the repayment of bonds issued to pay the costs of improvements described in Section 85-7-2012, M.C.A., and associated costs of financing. The costs of improvements may include the costs of bond issuance and a debt service reserve securing the repayment of bonds.

(c) The Project. The Board has determined that it is in the best interests of the District to undertake a project consisting of replacing large diameter steel pipe serving the pump station, replacing two pumps with new pumps and upgrades, and related improvements (the "Project").

(d) Determination of Irrigable Area. The Board adopted following a public hearing on December 6, 2023 Resolution No. 120623A determining the number of irrigable acres or portion thereof in each tract, fractional lot or platted lot in the District and apportioned and distributed the costs of the Project and incidental costs over such land within the District according to the irrigable area thereof, so that each irrigable acre is required to bear the same burden of such costs as each other irrigable acre in the

District pursuant to Montana Code Annotated, Sections 85-7-2107 and 85-7-2114. Such resolution was adopted after a public hearing conducted in accordance with the provisions of Montana Code Annotated, Sections 85-7-2107 and 85-7-2114. The special tax or assessment levied to pay the principal of and interest on the Definitive Bond will be a lien upon the entire tract, fractional lot or plotted lot, of which the irrigable area forms a part as of January 1 of the year in which the special tax or assessment is levied. The number of irrigable acres in each such tract, fractional lot or plotted lot as so determined may not be diminished but may be increased during the term any bonds herein authorized are outstanding.

Pursuant to Resolution No. 120623A, the Board has determined following a public hearing that there are approximately 1,724.347 acres of irrigable land in the District, all of which will benefit from the Project.

Section 1.03 Construction Costs. The Board and the Consulting Engineer estimate the portion of the Project and incidental costs to be paid by proceeds of the Series 2024 Note are as follows:

Construction	\$260,000
Engineering	50,000
Bond Counsel	22,000
Administration/Contingency	18,000
TOTAL PROJECT COSTS	\$350,000

Section 1.04 Sale and Issuance of Series 2024 Note. In anticipation of the receipt of the proceeds of the Definitive Bond and to provide funds during construction of the Project to pay a portion of the costs thereof, it is necessary that the District provide for the sale and issuance of its Bond Anticipation Note, Series 2024 (the “Series 2024 Note”) under and pursuant to Montana Code Annotated, Sections 7-7-109, 17-5-107, and Section 85-7-2033. The District has received an offer from the DNRC to purchase the Series 2024 Note at a price of up to \$350,000, upon the further terms and conditions herein set forth. The terms and conditions of the offer a reasonable and advantageous to the District and are hereby accepted. The District is authorized and shall proceed to issue and deliver the Series 2024 Note in the form and upon the terms and conditions provided in this Resolution.

Section 1.05 Authorization of Definitive Bond. Pursuant to the authority recited in Sections 1.02 and 1.04, for the purpose of paying and redeeming the Series 2024 Note and, as appropriate, financing a portion of the costs of the Project, funding a deposit to the Reserve and paying costs of issuance of the Definitive Bond and other incidental costs, this Board hereby authorizes the issuance of the Definitive Bond. The DNRC has agreed to lend the District up to \$1,739,000, which terms and conditions are reasonable and advantageous to the District and are hereby accepted.

It is hereby determined that it is in the best interest of the District to sell and issue to the DNRC, pursuant to the Act, the Definitive Bond, to be designated as “Irrigation District Special Assessment Bond, Series 20__” (the series designation to be completed with the calendar year in

which the Definitive Bond is issued) in the maximum principal amount of up to \$1,739,000, at a price equal to its principal amount, upon satisfaction of the conditions precedent to the Loan.

Section 1.06 Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed prior to the issuance of the Series 2024 Note have been done, do exist, have happened and have been performed in due time, form and manner, wherefore it is now necessary for this Board to establish the form and terms of the Definitive Bond and the Series 2024 Note, to provide for the security thereof and to issue the Series 2024 Note and to provide pursuant to a subsequent resolution for the delivery of the Definitive Bond.

Section 1.07 Rules of Interpretation.

(a) All references in this Resolution to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Resolution as originally adopted.

(b) The words “herein” and “hereunder” and other words of similar import without reference to any particular Section or subdivision refer to this Resolution as a whole and not to any particular Section or other subdivision unless the context clearly indicates otherwise.

(c) The terms defined in Section 1 shall include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities.

(e) All computations provided herein shall be made in accordance with generally accepted accounting principles applicable to governmental entities consistently applied.

(f) “Or” is not intended to be exclusive, but to encompass one, more or all of the alternatives conjoined, unless the context hereof clearly requires otherwise.

ARTICLE II

THE SERIES 2024 NOTE

Section 2.01 General Terms. The District shall forthwith issue the Series 2024 Note in the aggregate principal amount of up to \$350,000. The Series 2024 Note shall be dated as of the date of its delivery. The Series 2024 Note shall be lettered and numbered R-1 and shall mature, subject to redemption as herein provided, on the date that is three years after the date of issuance of the Series 2024 Note (the “Stated Maturity”), and shall bear interest from the date of each disbursement of the principal of the Series 2024 Note at 3.00% per annum. Principal then disbursed and interest thereon shall be payable on the Stated Maturity or earlier Redemption Date, if any. The principal of and interest on the Series 2024 Note shall be payable in lawful

money of the United States of America by the Yellowstone County Treasurer, as Registrar, to the Noteholder at its address as it appears in the Note Register.

To obtain a disbursement of a portion of the principal of the Series 2024 Note to pay costs of or related to the Project, the District shall submit to the DNRC a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form or forms. The DNRC will notify the District whether the signed request warrants a disbursement under the Series 2024 Note. The District may obtain disbursements only for costs which have been legally incurred and are due and payable. All disbursements of proceeds of the Series 2024 Note will be made to the District only upon proof that cost was incurred. If all or a portion of a disbursement of principal of the Series 2024 Note is made to reimburse the District for costs of the Project paid by it prior to the date of issuance of the Series 2024 Note, the District shall present on such issuance date the items required by the DNRC. Upon each disbursement of the Series 2024 Note proceeds, the DNRC shall enter the amount advanced on Schedule A attached to the Series 2024 Note under "Advances" and the total amount advanced under this Resolution, including such disbursement, under "Total Amount Advanced." The District's obligations under this Resolution shall commence on the date hereof unless otherwise provided in this Resolution. However, the obligation to make payments under this paragraph shall commence only upon the first disbursement by the DNRC of proceeds of the Series 2024 Note.

Section 2.02 Registration. The Series 2024 Note shall be fully registered as to both principal and interest and shall initially be registered in the name of and payable to the DNRC, as the Original Purchaser. The Yellowstone County Treasurer shall act as Note Registrar and as such shall establish and maintain a Note Register for the purpose of recording the names and addresses of the Noteholder(s) and the date of registration of any transfer.

Section 2.03 Redemption. The Series 2024 Note shall be subject to redemption in whole but not in part, on any date, at the principal amount thereof plus accrued interest, without premium. Not less than 15 days before the specified Redemption Date, the Yellowstone County Treasurer shall mail notice of the redemption to the Noteholder at its address as it appears in the Note Register.

Section 2.04 Form of Series 2024 Note. The Series 2024 Note shall be prepared in substantially the form attached as Exhibit A to this Resolution, which is hereby incorporated herein and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution.

Section 2.05 Assignment. The Series 2024 Note shall be transferable by the registered owner or its attorney duly authorized in writing upon presentation thereof to the Note Registrar together with a written instrument of transfer satisfactory to the Note Registrar duly executed by the registered owner or its attorney. Such transfer shall be noted on the Series 2024 Note. Upon request of the registered owner or transferee, the District shall execute and deliver another Series 2024 Note of a principal amount equal to the outstanding principal amount of the Series 2024 Note and maturing at the same time as the Series 2024 Note so transferred, and the Series 2024 Note so surrendered for transfer shall be promptly cancelled by the Note Registrar. No service charge shall be made for such transfer, but the District may require payment of a sum sufficient to cover any tax, fee or governmental charge or other expense incurred by the District with

respect to such transfer. Until and unless otherwise provided by resolution of this Board, the following shall be a sufficient written instrument of transfer within the meaning of this Section 2.05:

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto: _____, the Bond Anticipation Note, Series 2024, No. R-_, of the Lockwood Irrigation District, Montana, and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the Series 2024 Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
Registered Owner

Section 2.06 Preparation, Execution and Delivery of Series 2024 Note. The Series 2024 Note shall be issued and delivered to the Original Purchaser thereof, upon the first advance or payment of the purchase price thereof. The Series 2024 Note shall be prepared under the direction of the Secretary-Treasurer of the District and when so prepared shall be executed on behalf of the District by the President of the Board of Commissioners and attested by the Secretary-Treasurer of the District, and sealed with the corporate seal of the District. When the Series 2024 Note has been so executed, it shall be delivered by the Yellowstone County Treasurer to the Original Purchaser thereof, and the Original Purchaser shall not be required to see to the application of the purchase price thereof.

Section 2.07 Performance of Obligations; The Loan. The District will observe and perform all of its obligations and duties under and do all acts and things as may be necessary or appropriate to satisfy the terms and conditions relating to the Loan and the receipt of the proceeds therefrom to the end that the Loan may be closed and the Definitive Bond issued and delivered in evidence thereof on or before the Stated Maturity of the Series 2024 Note.

Section 2.08 Issuance of Definitive Bond. The Series 2024 Note shall be payable solely from and secured by the revenues and income pledged and appropriated and from time to time credited to the Note Account. The Series 2024 Note is issued in anticipation of the proceeds to be received upon the sale and issuance of up to \$1,739,000 in principal amount of the Definitive Bond authorized by Article III of this Resolution and to be sold and issued by the District prior to the Stated Maturity of the Series 2024 Note to refund the principal amount thereof then outstanding and interest accrued thereon to the Redemption Date.

The District hereby covenants and agrees for the benefit from time to time of the owners of the Series 2024 Note that on or before the Stated Maturity, it will authorize, offer for sale and use its best efforts to sell and issue the Definitive Bond to refund the Series 2024 Note at or before its Stated Maturity. In the event the District is unable to sell the Definitive Bond herein authorized, the Noteholder shall be entitled, at its option, to exchange the Series 2024 Note for one or more long-term definitive bonds amortized in semiannual installments over a 30-year term and bearing interest at a rate equal to the rate then prevailing under the Coal Severance Tax Loan Program on a par-for-par basis.

Section 2.09 Application of Proceeds. All of the proceeds of the Series 2024 Note shall be deposited in the Construction Account established in and pursuant to Section 4.02 hereof and used solely to defray expenses of the Project and costs of issuance of the Series 2024 Note or to the transfer to the Note Account created in Section 4.03 hereof, to the extent necessary, of amounts sufficient for the payment of interest and principal due upon the Series 2024 Note.

ARTICLE III

THE DEFINITIVE BOND

Section 3.01 Date, Maturity and Interest. The Definitive Bond to be sold and issued pursuant to a subsequent resolution shall be designated as a "Irrigation District Special Assessment Bond." The Definitive Bond shall be in the maximum principal amount of up to \$1,739,000, shall be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate of three percent (3.00%) per annum over a term of 30 years. The principal of and interest on the Definitive Bond shall be payable in semiannual installments on each January 1 and July 1, which is currently expected to commence January 1, 2026 and end July 1, 2055, or such earlier date on which the Bonds are prepaid in whole or duly called for redemption in whole. The final terms and conditions regarding payment of the Definitive Bond will be established by a subsequent resolution.

Section 3.02 Registration. The Definitive Bond shall be fully registered as to both principal and interest and shall initially be registered in the name of and payable to the DNRC, as the Original Purchaser. The Yellowstone County Treasurer and his or her successors in office shall act as Registrar for the Definitive Bond and as such shall establish and maintain a Bond Register for the purpose of recording the names and addresses of the registered holder or assigns of the Definitive Bond, and the date of registration. The District reserves the right to appoint a successor Registrar which may be a financial institution. The District shall pay all fees and charges of such Registrar for such services.

Section 3.03 Redemption. The District may redeem and prepay all or any portion of the principal installments of the Definitive Bond, but if the holder thereof is the DNRC, only following the approval of the holder of the Definitive Bond. If the holder of the Definitive Bond is other than the DNRC, prior approval of redemption and prepayment in whole or in part is not required. Prepayments in part will be applied in inverse order of maturity, unless the DNRC, as holder, agrees to apply partial prepayments in chronological order and reamortize the resulting principal amount of the Definitive Bond over the remaining term. Not less than 15 days before the specified Redemption Date, the Yellowstone County Treasurer shall mail notice of redemption to the Bondholder at its address as it appears in the Bond Register.

Section 3.04 Assignment and Exchange. The Definitive Bond shall be transferable by the registered owner or its attorney duly authorized in writing upon presentation thereof to the Registrar together with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or its attorney. The following form of assignment shall be sufficient for the purpose:

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto: _____, the within Bond of the Lockwood Irrigation District, Montana, and does hereby irrevocably constitute and appoint _____, Attorney, to transfer the Bond on the books of said District with full power of substitution in the premises.

Dated: _____

Registered Owner

Such transfer shall also be noted on the Definitive Bond and in the Bond Register. Upon request of the registered owner or transferee, and upon surrender of any Bond, the District shall execute and deliver, and the Registrar shall authenticate, one or more bonds, in an aggregate principal amount (and, if more than one bond is to be issued, in denominations that are multiples of \$1,000, to the extent practicable) equal to the principal amount of the Definitive Bond that then remains unpaid, and maturing at the same time or times as the then unpaid principal installments of the Definitive Bond, and the Definitive Bond shall be promptly cancelled by the Registrar. No service charge shall be made for such transfer or exchange, but the District may require payment of a sum sufficient to cover any tax, fee or governmental charge or other expense incurred by the District with respect to such exchange. In the event of a request for the issuance of more than one new bond upon any such exchange, the Board shall, by resolution, make such provisions relative to the form of such bonds as shall be deemed necessary or desirable to ensure that the terms of and the security for the indebtedness represented by the Definitive Bond shall not be varied in any material respect by reason of such exchange.

Section 3.05 Execution and Delivery. The Definitive Bond shall be prepared under the direction of the Secretary-Treasurer of the District and shall be executed on behalf of the District by the signatures of the President of the Board of Commissioners and attested by the Secretary-Treasurer of the District and sealed with the official seal of the District; provided that the seal and all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Definitive Bond shall cease to be such officer before the delivery of such bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Definitive Bond has been executed, the Yellowstone County Treasurer shall cause it to be dated as of the date of delivery and delivered to the DNRC, as the Original Purchaser thereof, upon payment of the purchase price heretofore agreed upon, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

Section 3.06 Form of Bond. The Definitive Bond shall be prepared in substantially the form attached as Exhibit B to this Resolution, which is hereby incorporated herein and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and by a subsequent resolution finally authorizing the Definitive Bond.

Section 3.07 Appropriation of Definitive Bond Proceeds. The proceeds of the Definitive Bond are appropriated to the Note Account to the extent required to pay principal of and interest on the Series 2024 Note, to the Reserve to fund the required deposit to the Reserve,

and otherwise to the Construction Account and applied to the costs of the Project, including costs of issuance of the Definitive Bond.

Section 3.08 Levy of Assessments. It is expressly understood that the Definitive Bond will be payable from the collection of a special tax or assessment levied upon certain properties in the District. Pursuant to Resolution No. 120623B, adopted by the Board on December 6, 2023, and Resolution No. 011724, adopted by the Board on January 17, 2024 (collectively, the “Assessment Resolutions”), the Board approved a special assessment methodology to levy special assessments against irrigable acres in the District benefited by the Project and pledge the collections of the special assessments, in whole or in part, with any other revenue of the District to the payment of the Definitive Bond. All irrigable acres in the District (estimated to be 1,724.347 irrigable acres) will be subject to special assessment for their proportionate share of the costs of the Project and incidental costs on the basis of equal amount for each irrigable acre. Such Assessment Resolutions are in full force and effect and the District has the legal authority to levy the assessments in compliance with the Act. Pursuant to Section 85-7-2050 of the Act, Resolution No. 011724 has been delivered to the Yellowstone County Clerk and Recorder. A subsequent resolution will set forth the details regarding the special assessments that secure the repayment of the Definitive Bond.

ARTICLE IV

DISTRICT FUND

Section 4.01 District Fund. There is hereby created and established the District Fund, which shall be maintained by the County Treasurer as a separate bookkeeping account and which shall have within it the funds and accounts noted below.

Section 4.02 Construction Account. Upon the delivery of the Series 2024 Note, the proceeds of the Series 2024 Note shall be credited to the Construction Account in the District Fund and applied to the payment of costs of the Project, including costs of issuance of the Series 2024 Note. Any earnings on investment of money in the Construction Account shall be retained therein. All costs and expenses of constructing the Project or any part thereof, including costs of issuance of the Series 2024 Note and the Definitive Bond and other incidental costs of the Project, including accrued interest, if any, on the Series 2024 Note and the Definitive Bond, shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of this Resolution and applicable law, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the Project and after all claims and expenses with respect to the Project have been fully paid and satisfied, any money remaining in the Construction Account shall be transferred to the Bond Account securing repayment of the Definitive Bond.

Section 4.03 Note Account. There is hereby created and established in the District Fund a separate and special Note Account. The District irrevocably appropriates to the Note Account the proceeds of the Series 2024 Note to the extent available and necessary to repay the Series 2024 Note and the proceeds of the Definitive Bond to be issued and such other money as shall be appropriated to the Note Account from time to time by the District, including upon its issuance, the proceeds of the Definitive Bond required to pay and redeem the Series 2024 Note.

Amounts on deposit in the Note Account shall be used solely to pay the principal of and interest on the Series 2024 Note.

Section 4.04 Bond Account. There is hereby created in the District Fund a separate bookkeeping account known as the Bond Account (the “Bond Account”). Moneys in the Bond Account shall be used only for payment of the principal of and interest on the installments of principal of the Definitive Bond as such payments become due, or to prepay and redeem installments or principal of the Definitive Bond. Upon the collection of an installment of special assessments to pay debt service on Definitive Bond, together with interest thereon, if any, levied in the District with respect to the Project, the County Treasurer shall credit the assessments allocated to debt service to the Bond Account. Without any determination that special assessments may be prepaid, any installment of any special assessment that the Board allows to be paid prior to its due date with interest, if any, accrued thereon shall be credited to the Bond Account. Within the Bond Account, the County Treasurer shall create a reserve (the “Reserve”) and from the proceeds of the Definitive Bond or amounts it has on hand and available therefor, the District shall cause to be deposited therein an amount equal to one-half of the maximum amount of principal and interest payable on the Definitive Bond in any future Fiscal Year (the “Reserve Requirement”). The Reserve shall be used to pay the principal of and interest on the Definitive Bond, if the amount of the assessments deposited in the Bond Account is inadequate therefor. The Reserve shall be replenished promptly by the District from legally available funds, if any, in the event the amounts therein fall below the Reserve Requirement. Amounts therein in excess of the Reserve Requirement shall be transferred to the Bond Account to pay debt service on the Definitive Bond. Amounts in the Reserve may be applied toward paying the full amount of principal and interest owing on and discharging in full the Definitive Bond, either at redemption or at the final Stated Maturity.

ARTICLE V

COVENANTS AND REPRESENTATIONS.

Section 5.01 Compliance with the Resolution. The District will cause Yellowstone County to hold the District Fund as trust funds, separate and apart from all of its other funds, and the District, its officers and agents, will comply with all covenants and agreements contained in this Resolution. A certified copy of this Resolution shall be filed with the Yellowstone County Clerk and Recorder.

Section 5.02 Construction of Project. The District will do all acts and things necessary to ensure the making of the Project, including utilizing grants, loans and other services made available to it for completing the Project, doing all acts and things necessary to enforce the provisions of the construction contracts entered into to complete the Project and paying costs of the Project promptly as incurred and allowed out of the Construction Account in the District Fund and within the amount of the bond proceeds appropriated thereto.

Section 5.03 Supplemental Resolutions. The District reserves the right to adopt Supplemental Resolutions from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or of making such provisions with regard to matters or questions arising hereunder as the District

may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the Holders of the Obligations, or for the purpose of adding to the covenants and agreements herein contained, to provide, clarify or amend the terms of the Definitive Bond with the consent of DNRC, or for the purpose of surrendering any right or power herein reserved to or conferred upon the District. Any such Supplemental Resolution may be adopted without notice to or the consent of the Holders of the Obligations issued hereunder, except to the extent the consent of the United States of America is required as expressly provided herein.

Section 5.04 Transcript Certification. The officers of the District are directed to furnish to bond counsel and the Original Purchaser certified copies of all proceedings and information in their official records relevant to the authorization, sale, execution and issuance of the Definitive Bond, and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and security of the Definitive Bond, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations and recitals of the District as to the correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

ARTICLE VI

TAX MATTERS

Section 6.01 Use of Project. The facilities of the System comprising the Project are and will be owned by the District and operated and maintained by the District and used by the District to provide irrigation water to members of the general public. No user of the System is granted any concession, license or special arrangement with respect to the System. The District shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Project or the System or security for the payment of the Series 2024 Note which might cause the Series 2024 Note to be considered “private activity bond” or “private loan bond” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 6.02 General Covenant. The District covenants and agrees with the owners from time to time of the Series 2024 Note that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2024 Note to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the interest on the Series 2024 Note will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 6.03 Arbitrage Certification. The President of the Board and the Secretary-Treasurer of the District, being the officers of the District charged with the responsibility for issuing the Series 2024 Note pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2024 Note, it is

reasonably expected that the proceeds of the Series 2024 Note will be used in a manner that would not cause the Series 2024 Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 6.04 Arbitrage Rebate Exemption.

(a) The District hereby represents that the Series 2024 Note qualifies for the exception for small governmental units to the arbitrage rebate provisions contained in Section 148(f) of the Code. Specifically, the District represents:

(1) Substantially all (not less than 95%) of the proceeds of the Series 2024 Note (except for amounts to be applied to the payment of costs of issuance or representing accrued interest) will be used for local governmental activities of the District.

(2) The aggregate face amount of all “tax-exempt bonds” (including warrants, contracts, leases and other indebtedness, but excluding private activity bonds and current refunding bonds) issued by or on behalf of the District and all subordinate entities thereof during 2024 is not reasonably expected to exceed \$5,000,000. To date in 2024, the District has issued no such tax-exempt bonds, and in the calendar years 2019 through 2023, the District issued no such tax-exempt bonds.

(b) If notwithstanding the provisions of paragraph (a) of this Section 6.04, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Series 2024 Note, the District hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

Section 6.05 Information Reporting. The District shall file with the Secretary of the Treasury, not later than the date required under the Code and Regulations, a statement concerning the Series 2024 Note containing the information required by Section 149(e) of the Code.

Section 6.06 “Qualified Tax-Exempt Obligation.” Pursuant to Section 265(b)(3) of the Code, the District hereby designates the Series 2024 Note as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The District has not designated any obligations in 2024 under Section 265(b)(3) other than the Series 2024 Note. The District hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the District and all “subordinate entities” of the District in 2024 in an amount greater than \$10,000,000.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Binding Effect. This Resolution shall inure to the benefit of and shall be binding upon the DNRC, the District and their respective successors and assigns.

Section 7.02 Severability. If any provision of this Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of this Resolution or the enforceability of that provision at any other time.

Section 7.03 Amendments. So long as the DNRC is the Noteholder, this Resolution may not be effectively amended without the prior written consent of the DNRC.

Section 7.04 Information Reporting. The District understands and acknowledges that the DNRC is financing the purchase of the Series 2024 Note under its Coal Severance Tax Loan Program pursuant to which the State issues from time to time its Coal Severance Tax Bonds (the "State Bonds") to provide funds therefor. The District covenants and agrees that, upon written request of the DNRC from time to time, the District will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) or otherwise. Such information shall include, among other things and if so requested, financial statements of the District prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the District, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State of Montana). The District will also provide, with any information so furnished to the DNRC, a certificate of the President of the Board of Commissioners and Secretary-Treasurer to the District to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

Section 7.05 Applicable Law. This Resolution shall be governed by and construed in accordance with the laws of the State without giving effect to the conflicts-of-laws principles thereof.

Section 7.06 Captions; References to Sections. The captions in this Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Resolution. References to Articles and Sections are to the Articles and Sections of this Resolution, unless the context otherwise requires.

ARTICLE VIII

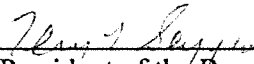
REPEALS AND EFFECTIVE DATE.

Section 8.01 Repeal. All provisions of other resolutions and other actions and proceedings of the District and this Board that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

Section 8.02 Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Board.

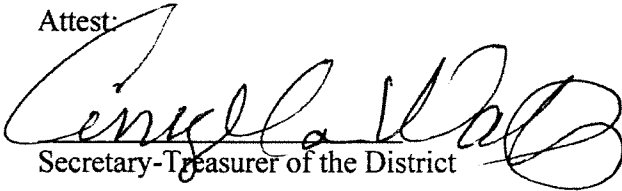
PASSED AND ADOPTED by the Board of Commissioners of Lockwood Irrigation District, Montana, this 21st day of February, 2024.

LOCKWOOD IRRIGATION DISTRICT,
MONTANA



President of the Board of Commissioners

Attest:


Secretary-Treasurer of the District

(SEAL)

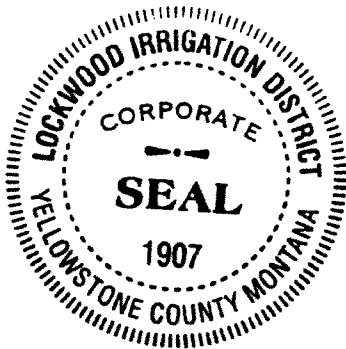


EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

LOCKWOOD IRRIGATION DISTRICT

BOND ANTICIPATION NOTE
SERIES 2024

No. R-1

\$350,000.00

<u>Maturity Date</u>	<u>Date of Original Issue</u>
_____, 202_	_____, 2024

REGISTERED OWNER: DEPARTMENT OF NATURAL RESOURCES AND
CONSERVATION OF THE STATE OF MONTANA

PRINCIPAL AMOUNT: THREE HUNDRED FIFTY THOUSAND AND NO/100
DOLLARS

FOR VALUE RECEIVED, Lockwood Irrigation District, Montana, a duly organized and existing irrigation district located in Yellowstone County, Montana (the "District"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns (the "Holder"), but solely out of the Note Account (the "Note Account") in its District Fund (the "Fund"), the principal sum equal to the sum of the amounts entered on Schedule A hereto under "Total Amount Advanced," on the maturity date specified above, with interest on each such amount from the date the amount is advanced hereunder at the rate of 3.00% per annum on the amount advanced, until all principal and interest thereon is paid or discharged, all subject to the provisions hereof relating to the redemption of this Note before maturity. Interest shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. The interest hereon and the principal hereof are payable in lawful money of the United States of America to the registered owner of this Note as it appears in the Note Register of the District.

Upon each disbursement of proceeds of this Note, the registered owner of all or a portion of this Note (the "Holder") shall enter the amount advanced on Schedule A attached hereto under "Advances" and the total amount advanced under this Resolution, including such disbursement, under "Total Amount Advanced."

This Note is one in number and comprises all of a duly authorized issue of Notes of the District (the "Series 2024 Note") issued pursuant to, and in anticipation of the issuance by the District of its Irrigation District Special Assessment Bond, Series 20__ (the "Series 20__ Bond"), the proceeds of which will redeem this Series 2024 Note and ultimately evidence a loan from the

Department of Natural Resources and Conservation of the State of Montana (the “DNRC”). This Series 2024 Note is authorized to be issued under Resolution No. 022124, adopted by this Board on February 21, 2024 (the “Resolution”), copies of which are on file with the District, to which Resolution reference is hereby made for a description of the nature and extent of the security for the Series 2024 Note, the conditions under which the Resolution may be amended and the rights of the Holders of the Series 2024 Note. Capitalized terms used herein without definition shall have the meanings given them in the Resolution. The Series 2024 Note is issued by the District for the purpose of providing interim financing for improvements to the District’s irrigation system, including replacing large diameter steel pipe serving the existing pump station, replacing two pumps with new pumps and upgrades, and related improvements, and to pay costs of issuing the Series 2024 Note.

This Series 2024 Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 85, Chapter 7, Parts 20 and 21 and other relevant statutes in Title 85, Chapter 7, as amended, and pursuant to the Resolution. This Series 2024 Note is payable from and secured by revenues and income pledged and appropriated and from time to time credited to the Note Account, including the proceeds of the Series 20__ Bond, which the District has covenanted to sell and issue prior to the maturity of this Series 2024 Note in an amount sufficient, with other funds on hand, to pay the principal hereof and interest hereon.

The District may redeem on any date, in whole but not in part, the unpaid principal of this Series 2024 Note at a price equal to the principal amount to be redeemed plus interest accrued to the date of redemption, without premium. Notice of any such prepayment will be mailed by the District not less than 15 days prior to the date specified for payment, to the registered holder of this Series 2024 Note at his address as it appears on the Note Register maintained by the Yellowstone County Treasurer.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2024 Note is transferable upon the books of the District at the office of the Yellowstone County Treasurer, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Yellowstone County Treasurer, duly executed by the registered owner or his attorney. Upon such transfer, the Yellowstone County Treasurer will cause a new Note to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer.

The District and Registrar may deem and treat the person in whose name this Series 2024 Note is registered as the absolute owner hereof, whether this Series 2024 Note is overdue or not, for the purpose of receiving payment and for all other purposes, and the District and Registrar shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Series 2024 Note in order to make it a valid and binding special obligation of the District according to its terms, have

been done, do exist, have happened and have been performed in regular and due time, form and manner as so required; that the District, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Holders from time to time of the Series 2024 Note; that the District will appropriate to the Note Account the proceeds of this Series 2024 Note, if available and required, and of the Series 20__ Bond to the extent required to pay principal hereof or interest hereon; that by the Resolution, the District has covenanted, at or prior to the maturity of this Series 2024 Note, to sell and issue the Series 20__ Bond to the DNRC in evidence of the Loan or otherwise pursuant to the Act and the Resolution in a principal amount so as to provide funds sufficient, together with any money on deposit in the Note Account and available therefor, to pay in full the principal of and interest on this Series 2024 Note at maturity; that if this Series 2024 Note is not paid in full at maturity, the owner hereof may require the District to issue, in exchange for this Series 2024 Note, on a par-for-par basis, one or more of such Irrigation District Special Assessment Bonds amortized in semiannual installments over a period of up to 30 years and bearing interest at a rate equal to the rate then prevailing under the Coal Severance Tax Loan Program; that all provisions for the security of the Holder of this Series 2024 Note set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of this Series 2024 Note does not cause the general or special indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Lockwood Irrigation District, Montana, by its Board of Commissioners, has caused this Series 2024 Note to be executed on its behalf by the signature of the President of the Board of Commissioners, attested by the Secretary-Treasurer of the District, sealed with the official corporate seal of the District.

President, Board of Commissioners

Attested:

Secretary-Treasurer of District

[SEAL]

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is delivered pursuant to the Resolution mentioned herein and this Note has been registered as required by law on the books of the County as of the ____ day of _____, 20__.

COUNTY TREASURER
Yellowstone County, Montana, as Registrar

By _____
Authorized Representative

PROVISIONS FOR REGISTRATION OF TRANSFER AND EXCHANGE

The ownership of this Note and the interest payable hereon may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or his attorney or legal representative, and the District may treat the registered owner as the person exclusively entitled to receive payments of principal of, premium, if any, and interest on this Note and to exercise all the rights and powers of an owner until this Note is presented to the County Treasurer of Yellowstone County, Montana, as Registrar, accompanied by said assignment and by assurance of the nature provided by law that the same is genuine and effective, and until such transfer is registered on the books of the District and noted hereon by the Registrar. Whenever any portion of the principal installments hereof are prepaid, the Registrar, upon presentation and surrender hereof, will authenticate and deliver a new Note of like interest rate and maturities, representing the outstanding principal amount hereof.

Date of Registration	Name and Address of Registered Holder	Signature of County Treasurer
, 2024	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

**NO WRITING HEREON EXCEPT BY COUNTY TREASURER
AS REGISTRAR**

The County Treasurer, as Registrar, has transferred on the books of Lockwood Irrigation District, Montana, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Series 2024 Note, except the amounts of principal and interest theretofore paid:

Date of Transfer	Name of New Registered Holder	Signature of Registrar

EXHIBIT B

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

LOCKWOOD IRRIGATION DISTRICT

IRRIGATION DISTRICT SPECIAL ASSESSMENT BOND, SERIES 20__

No. R-1

[\$_____].00

FOR VALUE RECEIVED, LOCKWOOD IRRIGATION DISTRICT, MONTANA, a duly organized and existing irrigation district located in Yellowstone County, Montana (the "District"), for value received hereby promises to pay to the order of the Department of Natural Resources and Conservation of the State of Montana, or registered assigns, but solely out of the Bond Account of its Irrigation System Fund (the "Fund"), the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced" with interest on each such amount from the date each such amount is advanced at the rate of 3.00% per annum. Interest and principal is payable in sixty (60) semiannual installments each January 1 and July 1, commencing [_____ 1, 20__] and concluding [_____ 1, 20__]. Each installment of principal and interest shall be in the amount set forth opposite its due date in Schedule B attached hereto under "Total Loan Payment." The portion of each such payment consisting of principal and the portion consisting of interest shall be as set forth in Schedule B hereto. The entire principal amount of this Bond is being advanced as of the date hereof. The installments of principal and interest are payable in lawful money of the United States of America, by check or draft mailed by the County Treasurer of Yellowstone County, Montana, as bond registrar or paying agent, or his successor designated under the Bond Resolution described herein (the "Registrar").

This Bond is issued for the purpose of paying and redeeming the District's outstanding Series 2024 Bond, which was issued to pay a portion of the costs of designing, engineering, constructing and installing certain improvements to the District's irrigation system, including replacing large diameter steel pipe serving the existing pump station, replacing two pumps with new pumps and upgrades, and related improvements (the "Project"), to fund the Reserve to the Reserve Requirement, and to pay certain costs of issuance, pursuant to and in full conformity with the Constitution and laws of the State of Montana and resolutions of the Board of Commissioners of the District thereunto enabling, including Montana Code Annotated, Title 85, Chapter 7, Parts 20 and 21 and other relevant statutes in Title 85, Chapter 7, as amended, a resolution duly adopted by the Board of Commissioners of the District on February 21, 2024, as amended and supplemented by a resolution duly adopted by the Board of Commissioners of the District on _____, 20__ (such resolution, as amended and supplemented, the "Bond Resolution"), to which Bond Resolution reference is made for the terms and conditions, other than those herein stated, upon which this Bond is issued and secured. The Bond Resolution, including the terms thereof regarding assessments and the security for repayment of this Bond, are incorporated herein by this reference.

Terms used with initial capital letters but not defined in this Bond shall have the meanings given them in the Bond Resolution.

The District may redeem and prepay all or any portion of the principal of this Bond, but if the holder hereof is the DNRC, only following the approval of the DNRC. If the holder of this Bond is other than the DNRC, prior approval of redemption and prepayment of this Bond in whole or in part is not required. Prepayments in part will be applied in inverse order of maturity, unless the DNRC, as holder, agrees to apply partial prepayments in chronological order and reamortize the resulting principal amount of the Bond over the remaining term. Not less than 15 days before the specified Redemption Date, the Yellowstone County Treasurer shall mail notice of redemption to the Bondholder at its address as it appears in the Bond Register.

This Bond and interest hereon are payable solely from the collection of a special tax or assessment which is a lien against all irrigable acres or portions thereof included in the District as set forth in Resolution No. 120623A of the District, adopted following a public hearing on December 6, 2023, and is not a general obligation of the District or the State of Montana or Yellowstone County. The lien of the special tax or assessment shall remain on the lands for a period of eight years after the date of the final maturity of this Bond. The District shall cause the Registrar to deposit in the Bond Account collections of the special tax or assessment and to disburse therefrom amounts sufficient to pay the principal of and interest on this Bond as due. In the event that for any reason the special tax or assessment provided for cannot or may not be levied and collected in time to meet any principal or interest falling due on this Bond, the Board shall provide for and pay such principal or interest when due, either out of the Reserve in the Bond Account or any available funds of the District not otherwise appropriated or from the proceeds of warrants drawn against the next assessment on tax levied or to be levied by the District. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been executed by the Registrar by the manual signature of the Registrar or one of his or her authorized representatives.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the Constitution and laws of the State of Montana; and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, Lockwood Irrigation District, Montana, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the signature of the President of the Board of Commissioners, attested by the Secretary-Treasurer of the District, sealed with the official corporate seal of the District and has caused this Bond to be dated as of _____, 20__.

President, Board of Commissioners

Attested:

Secretary-Treasurer of District

[SEAL]

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds delivered pursuant to the Bond Resolution mentioned herein and this Bond has been registered as required by law on the books of the County as of the ____ day of _____, 20__.

COUNTY TREASURER
Yellowstone County, Montana, as Bond
Registrar

By _____
Authorized Representative

PROVISIONS FOR REGISTRATION OF TRANSFER AND EXCHANGE

The ownership of this Bond and the interest payable hereon may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or his attorney or legal representative, and the District may treat the registered owner as the person exclusively entitled to receive payments of principal of, premium, if any, and interest on this Bond and to exercise all the rights and powers of an owner until this Bond is presented to the County Treasurer of Yellowstone County, Montana, as Bond Registrar, accompanied by said assignment and by assurance of the nature provided by law that the same is genuine and effective, and until such transfer is registered on the books of the District and noted hereon by the Bond Registrar. Whenever any portion of the principal installments hereof are prepaid, the Bond Registrar, upon presentation and surrender hereof, will authenticate and deliver a new Bond of like interest rate and maturities, representing the outstanding principal amount hereof.

Date of Registration	Name and Address of Registered Holder	Signature of County Treasurer
, 2024	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

NO WRITING HEREON EXCEPT BY COUNTY TREASURER
AS BOND REGISTRAR

The Bond Registrar has transferred on the books of the Lockwood Irrigation District, Montana, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Bond, except the amounts of principal and interest theretofore paid:

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Loan Payment</u>
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B.O.C.C. Regular

Meeting Date: 03/05/2024

Title: Response to Audit Findings - February 22, 2023

Submitted By: Amy Mills

TOPIC:

February 1 - February 15 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT
February 1 to February 15, 2024

Date: 2/21/2024

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
2/21/24	Vaichus, Deborah	Detention	16 hrs military used not showing in the used column employee summary ✓
2/21/24	Kimmerle, Laureen	Finance	Vac hrs used s/b 16 hrs, update accruals ✓
2/21/24	Williams, Katy	Justice Court	Update funding #1000.121.410340.112 and correct from previous pay period (PAR 1/17/24) ✓

B.O.C.C. Regular

Meeting Date: 03/05/2024

Title: Agreeement with Weave Industries for the Delivery of 3/4 inch Limestone and Bentonite

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Agreement with Weave Industries for the Delivery of 3/4 in Minus Limestone and Bentonite

BACKGROUND:

Agreement with Weave Industries for the delivery of approximately 15,000 ton of 3/4 inch limestone to a stockpile site near Broadview.

Agreement with Weave Industries for the delivery of approximately 300 ton of bentonite to the Gable pit near Huntley

RECOMMENDED ACTION:

Place the agreements to file.

Attachments

Contracts

Contracts

WEAVE INDUSTRIES
P.O. BOX 22745
BILLINGS, MT 59104
Phone (406) 245-8833 - Fax (406) 245-3232



TRANSPORTATION QUOTATION

Provided To: Yellowstone County Public Works
P.O. Box 35024
316 North 26th Street, Room 3201
Billings, MT 59101

Contact: Tim Miller
406-256-2735
tmiller@yellowstonecountymt.gov

Date: 2/22/2024

Project Description:
Purchase, deliver and pile approximately 15,000 tons of 3/4" minus gravel from Townsend, MT to a stockpile near 15425 Cemetery Rd in Broadview, MT during a 12-month period.

Product Being Transported	Base Rate per Ton	~Tons per Load	FSC	Total Price per Load
3/4" Minus Gravel	\$13.25	39	None	\$516.75

Special Terms:

- This quote includes material, transportation and stockpiling.
- Material will be delivered and piled at the storage location throughout the year at WT's discretion.
- YCPW shall be responsible for loading and removing the material from their designated pile.
- YCPW agrees to purchase a minimum of 15,000 tons during a 12-month period.
- This agreement will be effective and the 12-month period will commence once WT completes delivery of the 15,000 tons required per the agreement dated 11/18/22.
- YCPW will have 120 days after the completion of the 12-month period or termination of the agreement to remove material.
- WT will invoice, and YCPW will pay monthly for tons delivered evidenced by scale tickets from the source of the material.
- This agreement is subject to:
 - 1) WT hauling coal from Roundup, MT to Townsend, MT at a volume in excess of 25,000 tons per year.
 - 2) WT maintaining a byproduct marketing agreement with Graymont on similar terms.
 - 3) WT maintaining an acceptable agreement for leasing land and handling material on similar terms.
- The material is a byproduct, and WT makes no guarantees as to the suitability of the material for any purpose.
- Should YCPW find the material to be unacceptable, YCPW may terminate this agreement at any time upon written notice to WT and have no further obligations other than for payment of tons delivered prior to notice.
- This quote will remain in effect for a period of 30 days from the quotation date unless extended in writing by WT.
- Payment terms are net 30 days with a 1.5% finance charge thereafter.
- Credit card payments are accepted but will be accessed a 5% fee.

WE LOOK FORWARD TO SERVING YOUR TRANSPORTATION NEEDS!

Weave Industries

Agreed and Accepted by:

Yellowstone County Public Works

2-23-2024
Date

Tim Miller
Printed Name

2-23-2024
Date

PLEASE RETURN AN EXECUTED COPY TO
clynch@weaveind.com
TO ACCEPT THE TRANSPORTATION QUOTATION

WARREN TRANSPORT, INC.
P.O. BOX 22745
BILLINGS, MT 59104
Phone (406) 245-8833 - Fax (406) 245-3232



TRANSPORTATION QUOTATION

Provided To: Yellowstone County Public Works
P.O. Box 35024
316 North 26th Street, Room 3201
Billings, MT 59101

Contact: Tim Miller
tmiller@yellowstonecountymt.gov
406-256-2735

Date: 2/27/24

Project Description:

Warren Transport shall load and transport approximately 300 Tons of 3/4" minus bentonite from Wyo-Ben in Lovell, WY to a stockpile near Huntley, MT using tarped belly dump trailers.

Product Being Transported	Base Rate per Ton	~Tons per Load	Fuel Surcharge	~Total Price per Load
3/4" Minus Bentonite	\$20.00	40	None	\$800.00

Terms:

- This quote excludes any provision for prevailing wage rates mandated by any federal, state, or local authority.
- This quote will remain in effect for a period of 30 days from the quotation date.
- Payment terms are net 30 days, with a 1.5% finance charge thereafter.
- Credit card payments are accepted but will be assessed a 5% fee.

WE LOOK FORWARD TO SERVING YOUR TRANSPORTATION NEEDS!

Weave Industries

Agreed and Accepted by:

Yellowstone County Public Works

2-27-24

Date

Printed Name

PLEASE RETURN AN EXECUTED COPY TO
clynch@weaveind.com
TO ACCEPT THE TRANSPORTATION QUOTATION