

OFFICIAL AGENDA
TUESDAY December 14, 2021
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: Minutes

REGULAR AGENDA

MEETING UPDATE

In response to recent public health concerns surrounding COVID-19, Board of County Commissioner meetings will be held in a different format. Meetings may include virtual video conferencing to comply with social distancing guidelines.

In an effort to honor your right to participate and allow for public comment we have set up a conference call line. **Please dial (406) 256-2724 Conference ID 277 749 960#**

The public may comment during the specific public comment periods listed on the agenda. Please have your phone set to "mute" until the public comment period is open.

The B.O.C.C. regular meeting will be televised live on Community 7 TV. (Channel 7 or 507 on Spectrum Cable) Community 7 TV may be accessed and viewed online at www.comm7tv.com.

If you have questions please contact the B.O.C.C. office at (406) 256-2701 or the Clerk and Recorder at (406) 256-2787.

9:30 a.m. PRESENTATION

Board Appointments - Bryan Wood & Zachary Dunn to Big Sky Economic Development Authority Board

9:30 a.m. PUBLIC HEARING

Resolution 21-105 Presenting to Qualified Electors of Yellowstone County the Question of Whether to Overturn Approval of Non-Medical Marijuana Operations in Yellowstone County

PUBLIC COMMENTS ON REGULAR AND CONSENT AGENDA ITEMS

1. METRAPARK

- a. Event Calendar
- b. Ticket Sales
- c. MasterPlan

2. COMMISSIONERS

- a. Board Appointment - MetraPark Advisory Board
- b. Resolution 21-106 of Intent to Consolidate the Office of the Yellowstone County Auditor with the County Attorney's Office or the Yellowstone County Clerk and Recorder's Office - Setting the Public Hearing for Tuesday December 28, 2021 @ 9:30 a.m. in Room 3108

3. PLANNING DEPARTMENT

- a. Amended Plat of West Meadows Subdivision, Lot 2, Block 3 - County Minor
- b. Sand Creek Estates Subdivision - Preliminary County Minor
- c. Terrace Estates Subdivision, 3rd Filing, Amending Blocks 1 and 2 and Portions of Block 3 - Preliminary Minor Plat
- d. Terrace Estates Subdivision, Amended Lot 200 and Parkland Exchange - Preliminary Minor Plat

CLAIMS

CONSENT AGENDA

1. CLERK AND RECORDER

- a. Sidewalk Easement Granted to KO Storage
- b. Parking Lot Lease Extension G5, LLC
- c. Consent to Conveyance and Recording Zimmerman Home Place Subdivision 1st Filing and the Declaration of Restriction on Transfers and Conveyances

2. **COMMISSIONERS**

- a. Board Reappointment - Stuart Keller to Weed Control Board
- b. BUFSA Disabled Vet Property Tax Reduction
- c. Board Openings - Updated List

3. **COUNTY ATTORNEY**

Opioid Settlement Agreement

4. **FINANCE**

- a. Agreement Renewal between Darla Tyler-McSherry and DUI Task Force
- b. Facilities Contract with Greenline Lawn Service for Snow Removal for the Miller Building
- c. Information Technology Department Contract with FRSecure for Cybersecurity Assessment
- d. **Returned Tabled Item** - YCDF is Applying for a MBCC to Provide Accurate Testing of COVID-19 in the Detention Facility
- e. Parks Department Contract Addendum #1 with Susan Jordan for Zimmerman Park Janitorial Services
- f. Request for Records Disposal for all Warrants Paid and Voided between 8 - 10 yrs old
- g. Hulteng CCM Contract for MetraPark Infrastructure Owners Representative
- h. Bond for Lost warrant
- i. Certification of Official Custodian(s) - Government Depositor

5. **METRA PARK**

- a. Non Renewal of Ticketing Contract
- b. Briggs Advertising Agreement

6. **PUBLIC WORKS**

- a. Recommendation of Award for Asphalt Overlay Project I to Knife River - Billings
- b. Recommendation of Award for Public Works New 3/4 ton Pickups to Lithia CJD of Billings
- c. Contract with D.W. Oxendahl for the Replacement of Bridge 28-32
- d. Resolution 21-103 to Abandon Certain Roads in Magnus Subdivision 2nd Filing
- e. Notice to Proceed Work for Bridge 28-32
- f. Resolution 21-104 to Abandon Certain roads in West Meadows Subdivision
- g. Invitation for Bid Public Works Asphalt Overlay Project II 2021-2022 - Shepherd Road and E.W. Tenny Road
- h. Invitation for Bid for the 2022 RSID Crack and Chip Seal Project for the Public Works Department
- i. 2022 MDA Special County Grant
- j. Request to Extend Abandonment for 1 Year for the Proposed Abandonment of Various Roads in Terrace Estates Subdivision - 3rd Filing

7. **YOUTH SERVICES**

Department of Corrections Contract for Youth Services

8. **HUMAN RESOURCES**

- a. Agreement for Consortium and MRO Services
- b. **PERSONNEL ACTION REPORT - Sheriff's Office** - 2 Appointments; 1 Termination **GIS** - 1 Salary & Other; **Detention Office** - 1 Appointment, 1 Termination; **Finance** - 1 Salary & Other; **Treasurer** - 1 Termination; **Public Works** - 1 Termination; **Clerk of Court** - 1 Termination; **MetraPark** - 2 Terminations

FILE ITEMS

1. **AUDITOR**

Payroll Audit November 1 to November 14, 2021

2. **CLERK OF DISTRICT COURT**

Disbursements and Checks for November 2021

3. **COMMISSIONERS**

- a. Changes in the Heights Water Board Leadership
- b. Public Input Regarding Privatization of MetraPark

4. **FINANCE**

Budget Transfer Request-Junk Vehicle

5. **HUMAN RESOURCES**

November 16 - November 30 Payroll Audit

6. **PUBLIC WORKS**

- a. Snowplowing Contract with Darrell Sept for Grizzly Creek Estates
- b. Snowplowing Contracts with Thuesen Sprinklers and Landscape for Indian Cliffs Subdivision, Lone Eagle Subdivision & Randy Roth for Pheasant Brook Subdivision

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Agenda Item

Meeting Date: 12/14/2021

Title: BSEDA Board Appointments

Submitted By: Erika Guy

TOPIC:

Board Appointments - Bryan Wood & Zachary Dunn to Big Sky Economic Development Authority Board

BACKGROUND:

See Attachments

RECOMMENDED ACTION:

Sign and mail

Attachments

BSEDA

BSEDA 2

Recommendation Letter

Yellowstone County



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

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

December 14, 2021

Zachary Dunn
320 Montclair Drive
Billings, MT 59102

RE: Big Sky Economic Development Board

Dear Mr. Dunn,

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 December 31, 2026.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Mr. Steve Arveschoug, 222 North 32nd Street Suite 200, Billings, MT 59101
Ms. Becky Rogers, 222 North 32nd Street Suite 200, Billings, MT 59101
Mr. Paul Neutgens, 336 Tabriz Dr., Billings, MT 59105

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Zachary Dunn HOME PHONE: (406) 855-8129
ADDRESS: 320 Montclair Drive WORK PHONE: (406) 869-3605
CITY: Billings STATE: MT ZIP: 59102
BUSINESS OR JOB: Yellowstone Bank
E-MAIL ADDRESS: zdunn@yellowstonebank.com
BOARD OR COMMISSION APPLIED FOR: EDA

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

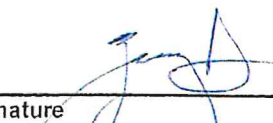
See Attached (#1)

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

See Attached (#2)

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

See Attached (#3)

 11/17/2021
Signature Date

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

OFFICE USE ONLY:

APPOINTED: YES NO DATE 12/14/21

TERM EXPIRATION DATE: 12/31/26

(Circle one)

ORIGINAL APPOINTMENT REAPPOINTMENT TERM NO: 1

1. As President of the Downtown Billings Yellowstone Bank, I am an active member of the business community. In my position, I serve on Yellowstone Bank's Senior Management Team, Senior Credit Committee and lead business development efforts for the organization. Through my role, I have the opportunity to engage with multiple business owners in the community which offers valuable insight into the local economy and business climate. With growing up in eastern Montana, I understand the important role that Billings plays in serving the surrounding rural communities. My previous board experience includes Downtown Billings Rotary Club, Downtown Billings Partnership, Downtown Billings Alliance, and Burlington Central Little League. Additionally, I currently serve on the Downtown Billings and East Billings Tax Increment Fund review committees.

2. Billings is where my wife and I have chosen to live, work, and raise our three children. I am proud to call it home. I have a vested interest in the community and its economic vibrancy. Being a part of the Board would allow me the opportunity to work with other leaders in the community to address challenges and target opportunities to attract quality businesses to the area.

3. Yellowstone Bank is an active Small Business Administration lender in Montana; consistently ranking amongst the top lenders in the State. I have been a leader in this effort and have comprehensive knowledge of SBA programs. Utilizing SBA programs including SBA 504 loans, ROCK31 services and other financing programs offered by Big Sky EDC are valuable to business owners. Additionally, projects located within Urban Renewal Districts and Opportunity Zones have added benefits. All of which make Billings a unique and desirable location for development. I feel these programs are underutilized and would encourage the continued promotion of these programs and resources.

Yellowstone County



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

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

December 14, 2021

Bryan Wood
1295 Saddleback Ln
Laurel, MT 59044

RE: Big Sky Economic Development Board

Dear Mr. Wood,

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 December 31, 2026.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Mr. Steve Arveschoug, 222 North 32nd Street Suite 200, Billings, MT 59101
Ms. Becky Rogers, 222 North 32nd Street Suite 200, Billings, MT 59101
Mr. Paul Neutgens, 336 Tabriz Dr., Billings, MT 59105

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Bryan Wood HOME PHONE: 325-1980
ADDRESS: 1295 Saddleback Ln WORK PHONE: 628-8231
CITY: Laurel STATE: MT ZIP: 59044
BUSINESS OR JOB: Wood's Powr-Grip
E-MAIL ADDRESS: bryanw@wpg.com
BOARD OR COMMISSION APPLIED FOR: EDA Board

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 served as President of Wood's Powr-Grip Co., Inc. for the past 19 years. During which time I have been tasked with directing the operations of the company. This has allowed me to be involved in analyzing information that impacts all aspects of the company. This includes extensive involvement in all high level decision involving finances, market analysis, product design, production optimization, and personnel management.

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

I believe a community recognizes a tremendous economic benefit from having a robust manufacturing sector. That being the case it is important that the EDA board includes representation from the manufacturing community.

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

I also have extensive experience function as a board member. This experience includes time served on: the Montana State Chamber of Commerce board of directors; the Montana Manufacturing Association board of directors; the Montana Manufacturing Extension Center board of directors; the Laurel School Board; the Laurel Chamber of Commerce board of directors; and the Spika Manufacturing Advisory Board.

Bryan Wood
Signature

11/10/21
Date

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

OFFICE USE ONLY:

APPOINTED: YES NO DATE 12/14/21

TERM EXPIRATION DATE: 12/31/26

(Circle one)

ORIGINAL APPOINTMENT

REAPPOINTMENT

TERM NO: 1



EDA · EDC CREATING MONTANA BUSINESS OPPORTUNITIES

December 9, 2021

Yellowstone County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

Dear Commissioners,

The EDA/EDC Joint Nominating Committee, as constituted by Big Sky Economic Development Authority, has met and considered all applicants for the two (2) EDA Board positions that are scheduled for appointment with service beginning January 1, 2022. The Nominating Committee was made up of representatives of the EDA Board, the EDC Board, the City of Billings, and Yellowstone County.

Two (2) applications were submitted to Yellowstone County. Applicants were interviewed by the EDA/EDC Joint Nominating Committee and determined to be exceedingly well qualified to serve on the Board. The applicants are as follows:

Bryan Wood – President of Wood's Powr-Grip Co., Inc.
Zachary Dunn – President of Yellowstone Bank – Billings Downtown Bank

The EDA Board of Directors hereby offers the recommendation for Bryan Woods and Zach Dunn to be appointed to the EDA Board of Directors beginning January 1, 2022. Both are exemplary candidates whose enthusiasm, experience, and perspective will greatly enhance the EDA Board. We are confident this recommendation will support the mission of Big Sky Economic Development as it serves the Yellowstone County community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Steve Arveschoug", written over a horizontal line.

Steve Arveschoug, Executive Director
Big Sky Economic Development Authority
EDA/EDC Joint Nominating Committee

B.O.C.C. Regular

Agenda Item

Meeting Date: 12/14/2021

Title: Resolution 21-105

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 21-105 Presenting to Qualified Electors of Yellowstone County the Question of Whether to Overturn Approval of Non-Medical Marijuana Operations in Yellowstone County

BACKGROUND:

See attached resolution.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution to Prohibit Non Medical Marijuana

RESOLUTION NO. 2021-105

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY

RESOLUTION PRESENTING TO QUALIFIED ELECTORS OF YELLOWSTONE COUNTY THE QUESTION OF WHETHER TO OVERTURN APPROVAL OF NON-MEDICAL MARIJUANA OPERATIONS IN YELLOWSTONE COUNTY

WHEREAS, State Initiative 190 (“I-190”) provides for the legalization of categories of commercial marijuana businesses in Montana, beginning January 1, 2022;

WHEREAS, I-190 was passed in the State of Montana by a majority of qualified voters in the November 3, 2020 election;

WHEREAS, I-190 was passed in Yellowstone County by a majority of qualified voters in the November 3, 2020 election;

WHEREAS, amendments to Section 16-12-301 of Montana Code Annotated, signed into law on May 18, 2021, allow counties in which a majority of voters approved I-190 to prohibit the allowed operations within that county;

WHEREAS, the prohibition of medical operations, if approved by a majority of qualified electors of Yellowstone County, would become effective 90 days after the election;

WHEREAS, the Board of County Commissioners has previously indicated that it would consider any additional information regarding the legalization of marijuana in making a determination whether to prohibit marijuana operations pursuant to Section 16-12-301(7) of the Montana Code Annotated;

WHEREAS, on November 2, 2021, the voters of the City of Billings overwhelmingly passed a City of Billings ordinance prohibiting non-medical marijuana businesses within City limits;

WHEREAS, the Board of County Commissioners considers the vote held by the City on November 2, 2021 to be additional information significant to warrant putting to the voters of the County whether to overturn approval of non-medical marijuana operations in Yellowstone County;

WHEREAS, the prohibition of marijuana operations pursuant to Section 16-12-301(7) of the Montana Code Annotated would not affect or alter medical marijuana operations within Yellowstone County;

WHEREAS, public hearings were held on November 26, 2021 and December 14, 2021 at which time the Board of County Commissioners considered written and verbal comments from the public;

WHEREAS, after considering public comment, the Board of County Commissioners believe that the question of whether to overturn approval of non-medical marijuana operations in Yellowstone County should be put to the voters in Yellowstone County; and,

WHEREAS, the Board of County Commissioners is authorized pursuant to Section 16-12-301 M.C.A. to enter a resolution referring the question to qualified electors of Yellowstone County;

NOW THEREFORE, BE IT RESOLVED that the Yellowstone County Board of County Commissioners hereby refers, pursuant to Section 16-12-301 of the Montana Code Annotated, the following question to qualified electors of Yellowstone County:

“Shall Yellowstone County overturn approval of all non-medical marijuana operations within Yellowstone County.

FOR overturning approval of all non-medical marijuana operations within Yellowstone County, thereby making it illegal to cultivate, manufacture, dispense, test and/or operate non-medical marijuana businesses anywhere in the County.

AGAINST overturning approval of all non-medical marijuana operations within Yellowstone County, thereby continuing to allow all marijuana operations not expressly prohibited.

BE IT FINALLY RESOLVED that the Board of County Commissioners hereby makes the request of the Yellowstone County Election Administrator to conduct above ballot issue by mail as part of the regularly-scheduled primary elections to be held in June 2022.

Passed and adopted this 14th day of December, 2021.

YELLOWSTONE COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chairperson

John Ostlund, Member

Denis Pitman, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 12/14/2021

Title: Event Calendar

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Event Calendar

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 12/14/2021

Title: Ticket Sales

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Ticket Sales

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss

B.O.C.C. Regular

Agenda Item 1. c.

Meeting Date: 12/14/2021

Title: MasterPlan

Submitted By: Teri Reitz, Board Clerk

TOPIC:

MasterPlan

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss.

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 12/14/2021

Title: Board Appointment

Submitted By: Erika Guy

TOPIC:

Board Appointment - MetraPark Advisory Board

BACKGROUND:

See attachment

RECOMMENDED ACTION:

Appoint

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 12/14/2021

Title: Res. of Intent to Consolidate the Auditors Office with CA or Clerk and Recorder

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 21-106 of Intent to Consolidate the Office of the Yellowstone County Auditor with the County Attorney's Office or the Yellowstone County Clerk and Recorder's Office - Setting the Public Hearing for Tuesday December 28, 2021 @ 9:30 a.m. in Room 3108

BACKGROUND:

See attached resolutions.

RECOMMENDED ACTION:

Approve.

Attachments

Res. of Intent to Consolidate Auditors Office with County Attorney

Res. of Intent to Consolidate Auditors Office with Clerk and Recorder

RESOLUTION NO. 2021-106

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY

RESOLUTION OF INTENT TO CONSOLIDATE THE OFFICES OF YELLOWSTONE COUNTY AUDITOR AND
YELLOWSTONE COUNTY ATTORNEY

WHEREAS, the Board of County Commissioners of Yellowstone County (“Board”) has the authority, pursuant to the statutes found in Montana Code Annotated Title 7, Chapter 4, part 23, specifically § 7-4-2301 and § 7-4-2305, to consolidate County offices;

WHEREAS, the Board has considered consolidation of the offices of the Yellowstone County Auditor, currently held by Scott Turner, and the Yellowstone County Attorney, currently held by Scott Twito;

WHEREAS, the County Auditor position is an elected position, selected by the voters; and,

WHEREAS, it is the opinion of the Board that consolidation of such offices would be in the best interests of the citizens of Yellowstone County;

NOW THEREFORE, BE IT RESOLVED that the Yellowstone County Board of County Commissioners shall hold a public hearing on the question of whether to consolidate the offices of County Auditor and County Attorney. At the hearing, the Board will receive comments on the question. The Board orders the Yellowstone County Clerk and Recorder to publish notice of the hearing and receive written comments and provide the comments to the Board before the hearing. After the hearing, if the Board continues to believe the question would be in the best interest of the public, it will pass a resolution to consolidate the offices. Conversely, if the Board believes the question would not be in the best interest of the public, it will not pass a resolution to consolidate the offices.

Passed and adopted this 14 day of December, 2021.

YELLOWSTONE COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chairperson

John Ostlund, Member

Denis Pitman, Member

ATTEST:

Jeff Martin, Clerk and Recorder

RESOLUTION NO. 2021- 106

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY

RESOLUTION OF INTENT TO CONSOLIDATE THE OFFICES OF YELLOWSTONE COUNTY AUDITOR AND
YELLOWSTONE COUNTY CLERK AND RECORDER

WHEREAS, the Board of County Commissioners of Yellowstone County (“Board”) has the authority, pursuant to the statutes found in Montana Code Annotated Title 7, Chapter 4, part 23, specifically § 7-4-2301 and § 7-4-2305, to consolidate County offices;

WHEREAS, the Board has considered consolidation of the offices of the Yellowstone County Auditor, currently held by Scott Turner, and the Yellowstone County Clerk and Recorder, currently held by Jeffrey Martin;

WHEREAS, the County Auditor position is an elected position, selected by the voters; and,

WHEREAS, it is the opinion of the Board that consolidation of such offices would be in the best interests of the citizens of Yellowstone County;

NOW THEREFORE, BE IT RESOLVED that the Yellowstone County Board of County Commissioners shall hold a public hearing on the question of whether to consolidate the offices of County Auditor and County Clerk and Recorder. At the hearing, the Board will receive comments on the question. The Board orders the Yellowstone County Clerk and Recorder to publish notice of the hearing and receive written comments and provide the comments to the Board before the hearing. After the hearing, if the Board continues to believe the question would be in the best interest of the public, it will pass a resolution to consolidate the offices. Conversely, if the Board believes the question would not be in the best interest of the public, it will not pass a resolution to consolidate the offices.

Passed and adopted this 14 day of December, 2021.

YELLOWSTONE COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chairperson

ATTEST:

John Ostlund, Member

Jeff Martin, Clerk and Recorder

Denis Pitman, Member

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 12/14/2021

SUBJECT: Amended Plat, West Meadows Subdivision Lot 3, Block 2 - County Minor

THROUGH: Monica Plecker

FROM: Hunter Kelly

TOPIC

Amended Plat of West Meadows Subdivision, Lot 2, Block 3 - County Minor

INTRODUCTION

On October 18, 2021, Jerry Krushensky submitted to the Planning Division an application for the amended plat of West Meadows Subdivision, Lot 3, Block 2, a minor preliminary plat. The purpose of this subdivision is to create 2 lots. The property is generally located on the east side of S 80th Street West and north of Monad Road. The land is unzoned.

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of the amended plat of West Meadows Subdivision, Lot 3, Block 2, and adopt the Findings of Fact as presented in the staff report.

VARIANCE REQUESTED

None

PROPOSED CONDITIONS OF APPROVAL

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
2. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS for preferred mail delivery box type. The applicant will coordinate the locations and provide the correct amount of space for safely delivering the mail to the residents.
3. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws regarding moving houses onto or off the property, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting July 8, 2021
- Preliminary plat application submitted to Planning Division October 22, 2021
- Preliminary plat to Yellowstone County Board of County Commissioners December 14, 2021
- 35 working-day preliminary plat review period ends January 7, 2022

PLAT INFORMATION

General location: East side of S 80th Street West and North of Monad Road

Legal Description: West Meadows Subdivision, Lot 3, Block 2 N2NE4 Sec 12 T1S R24E YC MT

Owner/Subdivider: Jerry Krushensky

Surveyor/Engineer: WWC Engineering

Existing Zoning: None

Proposed Zoning: None

Existing Land Use: Vacant

Proposed Land Use: Residential

Gross area: 2.43 Acres

Net area: 2.17 Acres

Proposed number of lots: 2

Max.: 1.082 acres

Min.: 1.082 acres

Parkland requirements: There is no required parkland dedication as this is a minor subdivision.

PLANNING BOARD PUBLIC HEARING DISCUSSION

A public hearing is not required for minor subdivisions; however nearby property owners may attend the Board of County Commissioners meeting to provide public comment. The Planning Division has received no public comments or questions regarding the proposed subdivision.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See Attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See Attachment Findings of Fact

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of the amended plat of West Meadows Subdivision, Lot 3, Block 2 and adopt the Findings of Fact as presented in the staff report.

Attachments

Subdivision Improvement Agreement

Preliminary Plat

Findings of Fact

**SUBDIVISION IMPROVEMENTS AGREEMENT
AMENDED PLAT OF WEST MEADOWS SUBDIVISION
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(Yellowstone County)**

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SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of West Meadows Subdivision

This agreement is made and entered into this ____ day of _____, 2021, by and between Jerry Krushensky, whose address for the purpose of this agreement is **P.O. Box 81508, Billings, MT 59108**, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, Montana, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the plat of Amended Plat of West Meadows Subdivision located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 2021, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of Amended Plat of West Meadows Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Amended Plat of West Meadows Subdivision upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirement of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

A. There are no variance requests with this subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners' expense.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets

This subdivision has no new dedicated public roads or streets. Access to the subdivision will be provided by South 80th Street West which is an existing county paved road. RSID 773M was adopted in 2012 for purposes of maintenance of all street improvements including signage, surfacing, culverts, weed control, and fire protection facilities located within the dedicated rights-of-way and dedicated park areas as indicated on the plat. The associated estimated costs will be used for maintenance. RSID 773M will be expanded to include the Amended Plat of West Meadows Subdivision.

RSID 796M was adopted in 2011 for purposes of maintenance of South 80th St West, from King Ave West to the northern border of West Meadows Subdivision. RSID 796M will be expanded to include Amended Plat of West Meadows Subdivision.

B. Traffic Control Devices

No traffic signals are required for this subdivision.

C. Access

All driveway approaches shall be piped in accordance with the approach standards of Yellowstone County Public Works. ROW culvert sizes are shown in the MDEQ storm water design report.

The County Public Works Department will issue permits for approaches to the public roadway prior to opening of the dedicated rights-of-way, if the required public improvements outlined herein are secured by letter of credit or a letter of commitment to lend funds from a commercial lender.

D. Billings Area Bikeway and Trail Master Plan (BABTMP)

The subdivision is not within the area of the BABTMP.

IV. EMERGENCY SERVICE

Fire Protection Service: The entire West Meadows Subdivision is located within the Laurel Volunteer Fire District (LVFD) and as such, the LVFD provides fire service to the area. A dedicated fire suppressant system was constructed with West Meadows Subdivision. The dry hydrant is located within Lot 1, Block 3 of West Meadows Subdivision along Monad Road. Costs associated with maintenance of the system are provided by RSID #773M.

Access to the individual properties via the collector road shall be addressed within the 2012 International Fire Code, Fire Department Access. The driveways leading to the structures located on these individual properties shall provide a minimum unobstructed width of 12 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches when any portion of an exterior wall of the first story of a building is located less than 150 feet from a road. These roads shall be all-weather surface roads.

Driveways leading to structures located on individual properties when any portion of an exterior wall of the first story of a building is located in excess of 150 feet from the road shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches, and roads in excess of 150 feet from the road in length that dead end shall be provided with turnarounds with an inside turning radii of not less than 30 feet and an outside turning radii of not less than 45 feet. These roads shall be all-weather surface roads.

V. STORM DRAINAGE

All storm water facilities located within or adjacent to the subdivision are an integral part of the street drainage system and shall remain so until such time as a storm drain trunk system becomes available and is utilized by the subdivision.

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a storm water management plan shall be submitted to and approved by MDEQ.

VI. UTILITIES

A. Water

Public water service is not available to the subdivision at this time. The subdivision will be served by individual cisterns for each lot. The systems shall be located as shown on the site layout approved by DEQ. Installation and maintenance of said systems shall be the responsibility of the lot purchaser.

B. Septic System

Municipal public sewer service is not available in the subdivision at this time. The subdivision will be served by individual on-site wastewater disposal systems as approved by DEQ. These systems shall be located and installed as shown on the site layout approved by DEQ. Installation and maintenance of said systems shall be the responsibility of the lot purchaser.

C. Power, Telephone, Gas, and Cable Television

Telephone, gas, electrical power, and cable television lines (where said utilities are available and existing to the subdivision) shall be installed as required and prior to street paving.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Amended Plat of West Meadows Subdivision, as this is a minor subdivision in which only one additional parcel is created [MCA 76-3-617(3) (d)].

VIII. IRRIGATION

The irrigation ditch easement, as depicted on the face of the plat, for the Cove Ditch, which currently exists on the property was previously granted with West Meadows Subdivision. The Cove Ditch will be maintained by the Cove Ditch Company. The ditch easement is 66 feet wide. There are no definitive plans for water share transfer at this time.

The mitigation efforts to protect the ditches during construction include:

- Maintenance of easements where feasible
- Standard erosion and sediment control measures will be used, and spill prevention best management practices (BMPs), and other BMPs will be used during construction.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

The weed plan shall include the following and shall be referenced in this SIA:

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.
- The Subdivider shall provide restoration of the areas disturbed during construction of the improvements outlined herein, as follows:
 - Dryland Prairie Mix that may be seeded by either broadcast or drill.

X. SOILS/GEOTECHNICAL STUDY

Lot owners should be aware that soil characteristics within the area of this subdivision, as described in 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

XI. FINANCIAL GUARANTEES

There are no public improvements planned for this subdivision. Therefore, no financial guarantees are necessary at this time.

XII. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvement for a period of one year from the date of the final acceptance by Yellowstone County.
- B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agree that nothing contained herein shall relieve or exempt it from such compliance.
- G.** Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvement prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

Jerry Krushensky

STATE OF MONTANA)
 : ss
 County of Yellowstone)

On this _____ day of _____, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Jerry Krushensky, who executed the foregoing instrument and acknowledged to me that he executed the same.

 Notary Public in and for the State of Montana
 Printed Name: _____
 Residing at: _____
 My commission expires: _____

This agreement is hereby approved and accepted by Yellowstone County, this _____ day of _____, 2021.

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2021, before me, a Notary Public in and for the State of Montana, personally appeared _____, _____, and _____, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

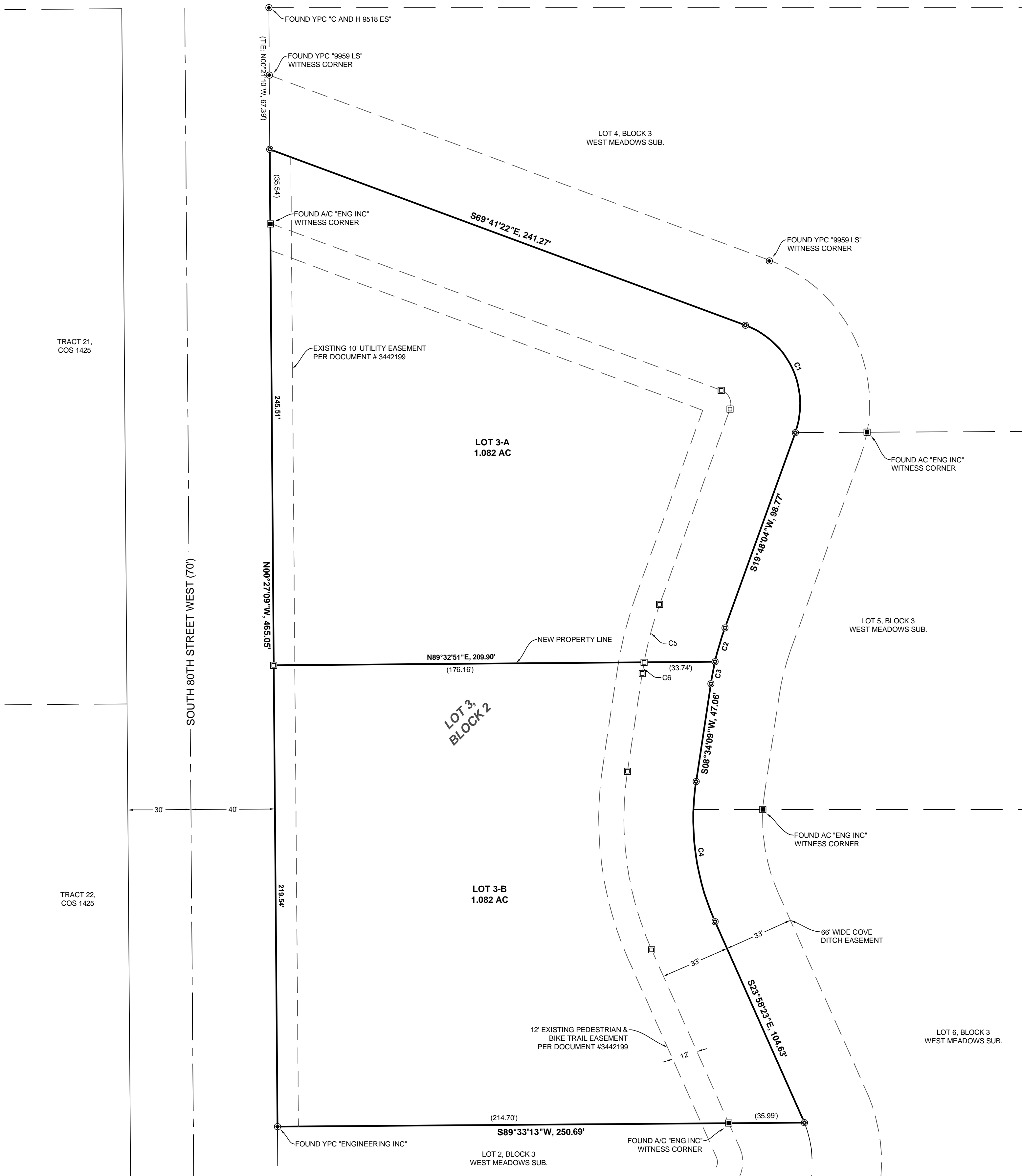
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

My commission expires: _____

AMENDED PLAT OF WEST MEADOWS SUBDIVISION

BEING LOT 3, BLOCK 2 OF WEST MEADOWS SUBDIVISION, DOCUMENT #3442199
 SW1/4NW 1/4 OF SECTION 12, T. 01 S., R. 24 E., P.M.M.
 YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: JERRY KRUSHENSKY
 DATE SURVEYED: JULY 2021
 PREPARED BY: WWC ENGINEERING



CERTIFICATE OF COUNTY ATTORNEY

This Certificate of Survey has been reviewed by the County Attorney's Office and is acceptable to form
 Dated this _____ day of _____, 2021

Reviewed by _____

CERTIFICATE OF RIVERSTONE HEALTH

This Certificate of Survey has been reviewed and approved by the Yellowstone City/County Health Department (d/b/a/ RiverStone Health)
 Dated this _____ day of _____, 2021

Reviewed by _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described on this Subdivision Plat and encompassed by the proposed division have been paid.
 Dated this _____ day of _____, 2021

TREASURER
 YELLOWSTONE COUNTY, MONTANA

LEGAL DESCRIPTION

Lot 3 of Block 2 of West Meadows Subdivision filed as Document No. 3442199 within SW1/4NW1/4 of Section 12, T01S, R24E, P.M.M., Yellowstone County, Montana.

Said tract of land contains a gross and net area of 2.164 acres, more or less, and is subject to any easements, reservations, or other encumbrances that have been legally acquired.

LANDOWNERS CERTIFICATE

I hereby certify that new divisions of land are subject to review under the Montana Subdivision and Platting Act, pursuant to M.C.A. 76-4-125 (1)(d)(i).

I further certify that Lot 3-A is exempt from review by DEQ pursuant to ARM 17.36.605(2)(a) "a parcel that has no facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal, if no facilities will be constructed on the parcel."

I further certify that Lot 3-B is exempt from review by DEQ pursuant to ARM 17.36.605(2)(b)(i) &(ii) "since no facilities other than those previously approved exist or will be constructed on the parcels" and "the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA."

Jerry Krushensky

ACKNOWLEDGEMENT

State of _____)
 County of _____)

on this _____ day of _____, 2021, before me, the undersigned a notary public for the State of _____, personally appeared Jerry Krushensky, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for the State of _____

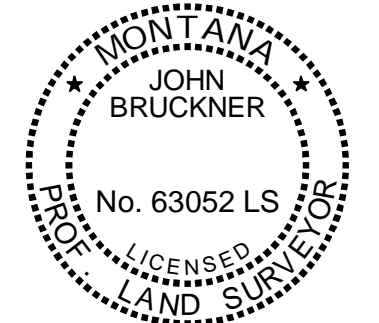


CERTIFICATE OF SURVEYOR

I, John Bruckner, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of July 2021, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF WEST MEADOWS SUBDIVISION, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Landowner's Certificate and as shown on the plat; that the monuments found and set are of the character and occupy the positions hereon.

Dated this _____ day of _____, 2021

John Bruckner
 Registration Number 63052 LS



CERTIFICATE OF APPROVAL

STATE OF MONTANA)
 County of Yellowstone)

We do hereby certify that we have examined the plat of AMENDED PLAT OF WEST MEADOWS SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana and approves it.

IN WITNESS WHEREOF, we have set our hands and the seal of Yellowstone County, Montana, this _____ day of _____, 20____

BOARD OF COUNTY COMMISSIONERS
 YELLOWSTONE COUNTY, MONTANA

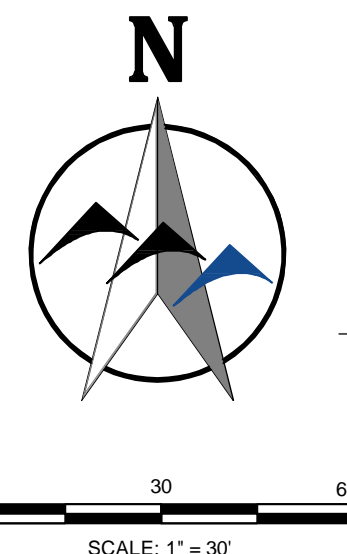
By: _____
 Commissioner

By: _____
 Commissioner

By: _____
 Commissioner

Attest: _____
 Clerk and Recorder

Curve No.	Radius	Length	Delta	Chord Bearing	Chord Length
C1	40.00'	62.48'	89°29'45"	S24°56'36"E	56.32'
C2	140.00'	16.79'	6°52'22"	S16°21'53"W	16.79'
C3	140.00'	10.65'	4°21'26"	S10°44'59"W	10.65'
C4	120.00'	68.16'	32°32'38"	S7°42'09"E	67.25'
C5	173.00'	28.57'	9°27'38"	S15°04'16"W	28.54'
C6	173.00'	5.35'	1°46'19"	S9°27'17"W	5.36'

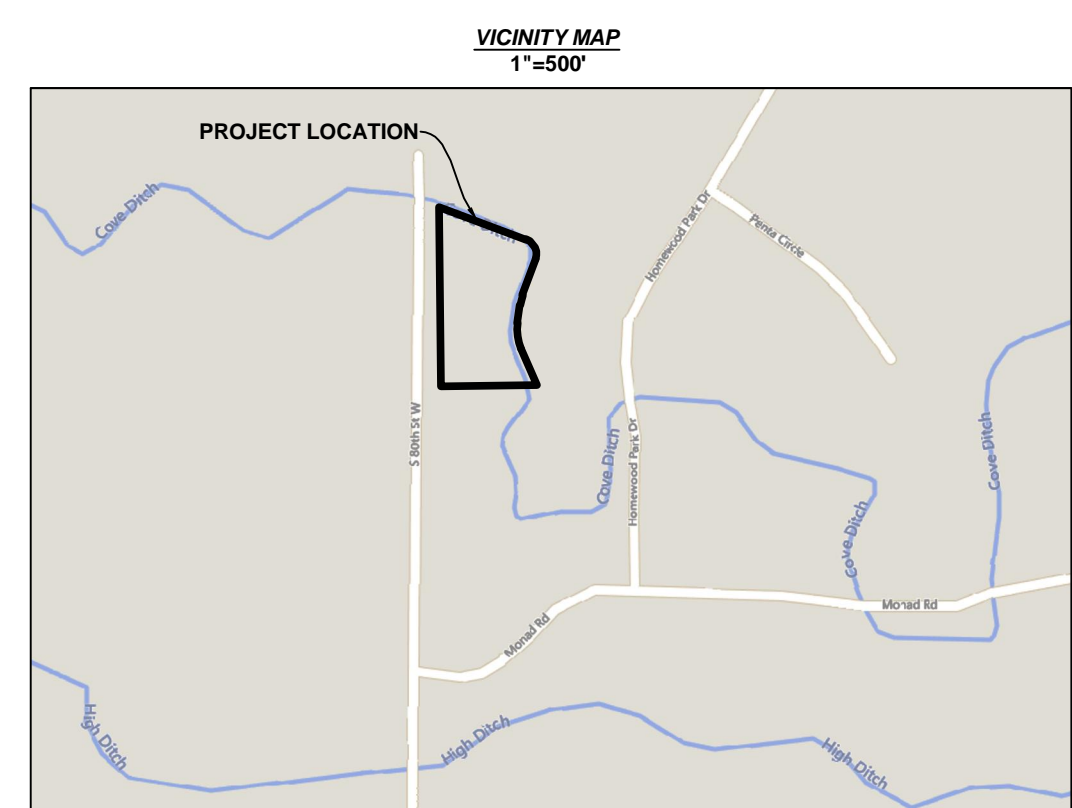


LEGEND

- FOUND ALUMINUM CAP (A/C) AS NOTED
- FOUND YELLOW PLASTIC CAP (YPC) AS NOTED
- SET 5/8" REBAR W/ 2 IN. ALUMINUM CAP (WWC ENGINEERING PLS 63052)
- CALCULATED CORNER
- - - EXISTING EASEMENT AS NOTED

NOTES

1. BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID
2. DISTANCES: GROUND, INTERNATIONAL FOOT



CERTIFICATE OF FILING BY CLERK AND RECORDER

QTR.	SEC.	TWP.	RGE.
<input checked="" type="checkbox"/>	12	01S	24E

AMENDED PLAT OF LOT 3, BLOCK 2 WEST MEADOWS SUBDIVISION
 JOB#: 2021-229

REVISIONS	Date	By

550 S. 24TH ST. W., SUITE 201
 BILLINGS, MT 59102
 (406) 894-2210
 Drawn by: JPB Checked by: AMR Date: JULY 2021 Scale: 1" = 30'

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of **West Meadows Subdivision Block 2 Lot 3**. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations.

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water users' facilities

The subject property is currently an undeveloped vacant parcel. It is not used for farming purposes. There are no plans for the transfer of water rights to new owners. The subdivision contains an irrigation ditch easement, called the Cove Ditch. The Cove ditch is maintained by the Cove Ditch Company. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Water and Septic** – Water will be conveyed to the proposed lots via individual cisterns on each lot. The water system shall conform to the standards by Yellowstone County Health Department and MDEQ. A letter of approval from MDEQ will be provided with the Final Plat. Installation and maintenance of said cisterns will be the responsibility of respective lot owner.

The subdivision is outside of municipal public sewer service. The subdivision will instead be served by individual on-site wastewater systems. In accordance with Section 4.9 of the Yellowstone County Subdivision Regulations and will need to be reviewed and approved by MDEQ. The applicant will provide a copy of the MDEQ approval for the septic system at the time of final plat. A letter of approval from MDEQ will be provided with the Final Plat. Installation and maintenance of said systems shall be the responsibility of the lot purchaser. **(Condition 1)**

b. **Streets and roads** – The property has access to South 80th Street West. South 80th St. W. is a paved County road 70 feet wide. South 80th Street West will provide access to all lots.

c. **Fire and Police services** – The Yellowstone County Sherriff's Department and Laurel Fire Department will serve the subdivision. A dry hydrant is located within Lot 1, Block 3 of West Meadows Subdivision along Monad Road. Costs associated with maintenance of the system are provided by RSID #773M.

d. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Property owner will be responsible for arranging for collection.

e. **Storm water drainage** – All drainage improvements shall comply with the provisions of Section 4.7 of the Yellowstone County Subdivision Regulations and a stormwater management plan shall be submitted to and approved by MDEQ. A copy will be provided with final plat. **(Condition 1)**

f. **School facilities** -- The subdivision shall not have an impact on the school districts within Yellowstone County.

g. **Parks and recreation** – This proposed subdivision is not required to provide parkland. Yellowstone County Subdivision Regulations Section 10.8 A. A Minor Subdivision is not required to provide parkland (MCA 76-3-621(3)(b)).

h. **Postal Service** – The United States Postal Service will provide postal service to the subdivision. The developer will work with the USPS to provide a satisfactory location for a mail receptacle. **(Condition 2)**

i. **Historic features** – No known historic or cultural assets exist on the site.

j. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. Prior to final plat approval, the applicant will apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. **(Condition 3)**

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. A paragraph in the ‘Conditions that Run with the Land’ section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior to final plat approval to ensure public health and safety.

Fire and emergency services are provided for this proposed subdivision from Laurel Fire Department and the Yellowstone County Sheriff’s department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

An environmental assessment was not required for this subdivision pursuant Section 9.2 C. 1. of the County Subdivision Regulations.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302. H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Predictable land use decisions that are consistent with neighborhood character and land use patterns. (p. 6)

The subdivision is in an area of the county that has residential development and outside of our zoning area. The proposed development is consistent with some of the residential type of development in the surrounding area.

- Goal: New developments that are sensitive and compatible with the character of adjacent County town sites. (p. 6)

There is residential development east, north, and south of the subject property.

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan for any ground disturbed by development.

2. 2018 Billings Urban Area Long Range Transportation Plan

The subject property maintains the road within the study area of the Transportation Plan. As proposed, there is only one local street associated with this subdivision.

3. Billings Area Bikeway and Trail Master Plan (BBTMP)

This development will not be required to build any trail as part of the subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]

The subdivider must receive approval from the MDEQ prior to final approval. New parcels, without existing septic systems, are subject to MDEQ review.

F. Does the proposed subdivision meet any applicable Zoning Requirements? [Section 3.2 (H) (3) (e), YCSR]

The proposed subdivision is outside of zoning. Compliance with zoning does not apply to

this proposed subdivision.

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

Should the private utility companies require easements the applicant will be required to coordinate the easements needed with the private utility companies.

H. Does the proposed subdivision provide for Legal and Physical Access to all lots? [MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]

Legal and physical access will be provided for the new proposed lots from South 80th Street West. The internal street will provide access to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

The Planning Division recommends conditional approval of the preliminary plat of West Meadows Subdivision, Block 2, Lot 3, to the Board of County Commissioners, and adoption the Findings of Fact, the SIA, and Waiver as presented in the staff report.

PROPOSED CONDITIONS

Pursuant to Section 76-3-608(4) MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from MDEQ for proposed water systems, septic systems and the proposed storm water management.
2. To minimize the effects on local service prior to final approval, the applicant will coordinate with USPS for locating and providing the correct amount of space for safely delivering mail.
3. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
4. Minor changes may be made to the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

5. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws and Administrative Rules of the State of Montana.

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 12/14/2021

SUBJECT: Sand Creek Estates Subdivision - Preliminary County Minor

THROUGH: Monica Plecker

FROM: Hunter Kelly

TOPIC

Sand Creek Estates Subdivision - Preliminary County Minor

INTRODUCTION

On September 23, 2021, Iron Creek Holdings, LLC submitted to the Planning Division an application for Sand Creek Estates Subdivision Minor Preliminary Plat, being Tract 2 of COS 1848. The purpose of this subdivision is to create 5 lots. The property is generally located on the north side of Mailbox Road and west of Twelve Mile Road. The land is unzoned.

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of Sand Creek Estates Subdivision and adopt the Findings of Fact as presented in the staff report.

VARIANCE REQUESTED

None

PROPOSED CONDITIONS OF APPROVAL

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from MDEQ for proposed water systems, septic systems and the proposed storm water management.
2. To protect public health and safety and provide for future dry hydrant maintenance, prior to final plat approval, the applicant will provide installation and tank specifications to Shepherd Volunteer Fire Department prior to installation for review and approval. When installed the applicant will have the system tested and signed off by the Shepherd Volunteer Fire Department. The applicant will create an RSID for the new dry hydrant system for the subdivision.
3. To minimize the effects on local service prior to final approval, the applicant will coordinate with USPS for locating and providing the correct amount of space for safely delivering mail.
4. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
5. Minor changes may be made to the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
6. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

1. Pre-application meeting July 29, 2021
2. Preliminary plat application submitted to Planning Division September 23, 2021
3. Preliminary plat to Yellowstone County Board of County Commissioners December 14, 2021
4. 35 working-day preliminary plat review period ends January 7, 2022.

PLAT INFORMATION

General location: North side of Mailbox Road and west of Twelve Mile Road

Legal Description: Sand Creek Estates Subdivision being Tract 2 of COS 1848, Section 29, T 3N, R 27E

Owner/Subdivider: Iron Creek Holdings, LLC

Surveyor/Engineer: Essex Surveying, LLC

Existing Zoning: None
Proposed Zoning: None
Existing Land Use: Agricultural
Proposed Land Use: Residential
Gross area: 19.185 Acres
Net area: 16.517 Acres
Proposed number of lots: 5
 Max.: 15.841
 Min.: 0.773
Parkland requirements: None

PLANNING BOARD PUBLIC HEARING DISCUSSION

A public hearing is not required for minor subdivisions; however nearby property owners may attend the Board of County Commissioners meeting to provide public comment. The Planning Division has received no public comments or questions regarding the proposed subdivision.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See Attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See Attachment Findings of Fact

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of Sand Creek Estates Subdivision and adopt the Findings of Fact as presented in the staff report.

Attachments

Preliminary Plat
Subdivision Improvement Agreement
Findings of Fact

**SUBDIVISION IMPROVEMENTS AGREEMENT
SAND CREEK ESTATES SUBDIVISION**

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Yellowstone County**

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SUBDIVISION IMPROVEMENTS AGREEMENT

Sand Creek Estates Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between *Iron Creek Holdings, LLC*, whose address for the purpose of this agreement is **1031 Fir Ave, Laurel, Montana 59044**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *Sand Creek Estates Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Sand Creek Estates Subdivision*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of County Commissioners (BOCC) conditionally approved a preliminary plat of *Sand Creek Estates Subdivision*; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *Sand Creek Estates Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

No variances have been requested.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owner and unit owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B.** Lot owner and unit owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C.** No water rights have been transferred to the lot owners.
- D.** There is attached hereto a Waiver waiving the right to protest the creation of the Rural Special Improvement District or districts (RSID) which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E.** Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- F.** Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- G.** When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- H.** Lot owner or their agent will obtain an Access Permit from County Public Works prior to any construction for the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the

requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners' expense.

III. TRANSPORTATION

A. Streets

- The property has access to Twelve Mile Road.
- Twelve Mile Road is a gravel County road approximately 20-feet wide in a 60-foot easement.
- A new private gravel road will be constructed to provide access to lots 2 through 5.
- Drainage ditches shall be constructed adjacent to the roadways in accordance to Yellowstone County Public Works and DEQ standards.

B. Sidewalks

- No sidewalks will be installed in this subdivision, though they are included in the Waiver of Right to Protest.

C. Street Lighting

- No street lights will be installed in this subdivision, though they are included in the Waiver of Right to Protest.

D. Traffic Control Devices

- The Subdivider shall furnish and install street name signs for streets within the subdivision or located immediately adjacent thereto in accordance with the specifications of the County Public Works and the local Fire Department.

E. Access

- Access to the subdivision will be from Twelve Mile Road. Nancy Lane, a private road, will provide access to Lots 2 through 5. A temporary cul-de-sac will be provided and shown in an appropriate easement.

F. Billings Area Bikeway and Trail Master Plan (BABTMP)

- The subdivision is outside the BABTMP.

G. Public Transit

- No public transportation systems will be created or expanded as part of this subdivision

IV. EMERGENCY SERVICES

- The subdivision is located within the Shepherd Volunteer Fire Department service area.
- A 30,000 gallon dry hydrant will be installed on the southern portion of Lot 1 and an RSID will be established to maintain the dry hydrant.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Section 4.7 of the Yellowstone County Subdivision Regulations and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

- The Subdivision water is proposed to be supplied by cisterns.
- Cisterns shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.
- A MDEQ approval letter will be submitted with the final plat.

B. Sanitary Sewer

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all sanitary sewer systems must obtain approval by the MDEQ, or its designee.

- The Subdivision is proposed to have individual septic and drainfield systems on each lot.
- The system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.
- A MDEQ approval letter will be submitted with the final plat.

C. Power, Telephone, Gas, and Cable Television

- Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

There is no parkland dedication requirement for first minor subdivisions (MCA 76-3-621(3)(e)).

VIII. IRRIGATION

There are two water shares associated with the Billings Bench Water Association (BBWA) Canal. These shares will be retained by the owner of Lot 5.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

The weed plan shall include the following and shall be referenced in this SIA:

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. Unit owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

XI. PHASING OF IMPROVEMENTS

There is no intended phasing of improvements. Internal roads and utilities will be constructed at the time of development.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section).

XIII. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

- G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

Iron Creek Holdings, LLC

By: _____

Title: _____

STATE OF MONTANA)
 : ss
 County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *Iron Creek Holdings, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

 Notary Public in and for the State of Montana
 Printed Name: _____
 Residing at: _____
 My commission expires: _____

This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 20__.

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of **Sand Creek Estates**. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations.

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water users' facilities

The subject property is currently an undeveloped vacant parcel. It is not used for farming purposes. There are no plans for the transfer of water rights to new owners. There are two water shares associated with the Billings Bench Water Association (BBWA) Canal. These shares will be retained by the owner of Lot 5. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Water and Septic** – Water will be conveyed to the proposed lots via individual cisterns on each lot. The water system shall conform to the standards by Yellowstone County Health Department and MDEQ. A letter of approval from MDEQ will be provided with the Final Plat. Installation and maintenance of said cisterns will be the responsibility of respective lot owner.

The subdivision is outside of municipal public sewer service. The subdivision will instead be served by individual on-site wastewater systems. In accordance with Section 4.9 of the Yellowstone County Subdivision Regulations and will need to be reviewed and approved by MDEQ. The applicant will provide a copy of the MDEQ approval for the septic system at the time of final plat. A letter of approval from MDEQ will be provided with the Final Plat. Installation and maintenance of said systems shall be the responsibility of the lot purchaser. **(Condition 1)**

b. **Streets and roads** – The property has access to Twelve Mile Road, a gravel county road approximately 20-feet wide in a 60-foot easement. A new private gravel road will be constructed to provide access to lots 2 through 5. Drainage ditches shall be constructed adjacent to the roadways in accordance to Yellowstone County Public Works and DEQ standards.

c. **Fire and Police services** – The subdivision is located within the Shepherd Volunteer Fire Department service area. A 30,000 gallon dry hydrant will be installed on the southern portion of Lot 1 and an RSID will be established to maintain the dry hydrant. **(Condition 2)**

d. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Property owner will be responsible for arranging for collection.

e. **Storm water drainage** – All drainage improvements shall comply with the provisions of Section 4.7 of the Yellowstone County Subdivision Regulations and a stormwater management plan shall be submitted to and approved by MDEQ. A copy will be provided with final plat. **(Condition 1)**

f. **School facilities** -- The subdivision shall not have an impact on the school districts within Yellowstone County.

g. **Parks and recreation** – This proposed subdivision is not required to provide parkland. Yellowstone County Subdivision Regulations Section 10.8 A. A Minor Subdivision is not required to provide parkland (MCA 76-3-621(3)(b)).

h. **Postal Service** – The United States Postal Service will provide postal service to the subdivision. The developer will work with the USPS to provide a satisfactory location for a mail receptacle. **(Condition 3)**

i. **Historic features** – No known historic or cultural assets exist on the site.

j. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. Prior to final plat approval, the applicant will apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. **(Condition 4)**

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. A paragraph in the ‘Conditions that Run with the Land’ section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior to final plat approval to ensure public health and safety.

Fire and emergency services are provided for this proposed subdivision from Shepherd Volunteer Fire Department and the Yellowstone County Sheriff’s department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

An environmental assessment was not required for this subdivision pursuant Section 9.2 C. 1. of the County Subdivision Regulations.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302. H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Predictable land use decisions that are consistent with neighborhood character and land use patterns. (p. 6)

The subdivision is in an area of the county that has residential development and outside of our zoning area. The proposed development is consistent with some of the residential type of development in the surrounding area.

- Goal: New developments that are sensitive and compatible with the character of adjacent County town sites. (p. 6)

There is big lot residential development north and south of the subject property.

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan for any ground disturbed by development.

2. 2018 Billings Urban Area Long Range Transportation Plan

The subject property is not within the study area of the Transportation Plan. As proposed, there is only one local street associated with this subdivision.

3. Billings Area Bikeway and Trail Master Plan (BBTMP)

This development will not be required to build any trail as part of the subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]

The subdivider must receive approval from the MDEQ prior to final approval. New parcels, without existing septic systems, are subject to MDEQ review.

F. Does the proposed subdivision meet any applicable Zoning Requirements? [Section 3.2 (H) (3) (e), YCSR]

The proposed subdivision is outside of zoning. Compliance with zoning does not apply to

this proposed subdivision.

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

Should the private utility companies require easements the applicant will be required to coordinate the easements needed with the private utility companies.

H. Does the proposed subdivision provide for Legal and Physical Access to all lots? [MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]

Legal and physical access will be provided for the new proposed lots from Twelve Mile Road. A proposed internal street will provide access to lots 2 through 5.

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

The Planning Division recommend conditional approval of the preliminary plat of Sand Creek Estates to the Board of County Commissioners, and adopt the Findings of Fact as presented in the staff report, the SIA and Waiver.

PROPOSED CONDITIONS

Pursuant to Section 76-3-608(4) MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from MDEQ for proposed water systems, septic systems and the proposed storm water management.
2. To protect public health and safety and provide for future dry hydrant maintenance, prior to final plat approval, the applicant will provide installation and tank specifications to Shepherd Volunteer Fire Department, prior to installation, for review and approval. When installed the applicant will have the system tested and signed off by the Shepherd Volunteer Fire Department. The applicant will create an RSID for the new dry hydrant system for the subdivision.
3. To minimize the effects on local service prior to final approval, the applicant will coordinate with USPS for locating and providing the correct amount of space for safely delivering mail.

4. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
5. Minor changes may be made to the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
6. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws and Administrative Rules of the State of Montana.

B.O.C.C. Regular**Agenda Item 3. c.****Meeting Date:** 12/14/2021**SUBJECT:** Terrace Estates Subdivision, 3rd Filing, Amending Blocks 1 and 2 and portions of Block 3
- Preliminary Minor Plat**THROUGH:** Monica Plecker**FROM:** Dave Green**TOPIC**

Terrace Estates Subdivision, 3rd Filing, Amending Blocks 1 and 2 and Portions of Block 3 - Preliminary Minor Plat

INTRODUCTION

On November 15, 2021, Pinpoint Land Surveys submitted to the Planning Division an application for Terrace Estates Subdivision, 3rd Filing, Amending Block 1 and 2, and portions of Block 3 for a minor preliminary plat. The purpose of this subdivision is to aggregate 82 lots and to vacate proposed roads that were previously platted. Terrace Estates Subdivision, 3rd Filing, was originally platted in 1985. The property is generally located on the north side of Alkali Creek Road and west of Strawberry Avenue. This subdivision would create 2 lots by Amending Block 1 and 2, and portions of Block 3. The land is zoned Large Lot Suburban Neighborhood (N4).

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of Terrace Estates Subdivision, 3rd Filing, Amending Block 1 and 2, and portions of Block 3, and adopt the Findings of Fact as presented in the staff report.

VARIANCE REQUESTED

The subdivider has not requested a variance from Yellowstone County Subdivision Regulations.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To eliminate proposed roads within the existing subdivision, prior to final plat approval, the applicant will coordinate with County Public works to go through the required process to vacate the streets that were created with the original subdivision.
2. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws regarding moving houses onto or off the property, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting June 24, 2021
- Preliminary plat application submitted to Planning Division November 15, 2021
- Preliminary plat to Yellowstone County Board of County Commissioners December 14, 2021
- 35 working-day preliminary plat review period ends January 7, 2022.

PLAT INFORMATION

General location: North side of Alkali Creek Road and west of Strawberry Avenue

Legal Description: Terrace Estates Subdivision, 3rd Filing, Amending Block 1 and 2, and portions of Block 3

Owner/Subdivider: Jim Boyer

Surveyor/Engineer: Pinpoint Land Surveys

Existing Zoning: N4

Proposed Zoning: Same

Existing Land Use: Undeveloped Subdivision

Proposed Land Use: Large Lot to be re-subdivided

Gross area: 47.526 acres

Net area: 47.362 acres

Proposed number of lots: 2

Max.: 29.452 acres

Min.: 0.509 acres

Parkland requirements: There is no required parkland dedication as this is a minor subdivision. There is an existing City of Billings Park within this subdivision.

PLANNING BOARD PUBLIC HEARING DISCUSSION

A public hearing is not required for minor subdivisions; however nearby property owners may attend the Board of County Commissioners meeting to provide public comment. The Planning Division has received no public comments or questions regarding the proposed subdivision.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See Attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See Attachment Finding of Fact

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of Terrace Estates Subdivision, 3rd Filing, Amending Block 1 and 2, and portions of Block 3, and adopt the Findings of Fact as presented in the staff report.

Attachments

Findings of Fact

Proposed Plat

SIA Draft

FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for Terrace Estates Subdivision, 3rd Filing, Amending Block 1 and 2, and portions of Block 3. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health and safety (76-3-608 (3) (a) MCA) (Section 3.2 (H) (2) YCSR)

1. Effect on agriculture and agricultural water users' facilities

The subject property is vacant land that is not used for crop production or any current residential purposes. There are no water rights or shares for water to the proposed lots. This proposed subdivision will have minimal impact on water users' facilities. Alkali Creek does bisect the land where this subdivision is located.

2. Effect on local services

a. **Water and Septic** – The applicant is not proposing to have wells for this proposed subdivision. In the future should the applicant sell the land they will be required to receive MDEQ approval for any water system.

The applicant is not proposing to have septic systems for this proposed subdivision. In the future should the applicant sell the land they will be required to receive MDEQ approval for any septic system.

The maintenance and operation of water and septic systems will be the responsibility of the property owners.

b. **Streets and roads** – The proposed subdivision will be vacating roads within the existing subdivision. Those roads are Jack and Jill Avenue, Dewdrop Circle, woodland Trail, Sage Drive and a portion of Sun Valley Road. The vacation of these road will need to be completed by the applicant prior to final plat. **(Condition #1)**

c. **Fire and Police services** – The property is within BUFSA jurisdiction. Because this is a 2-lot subsequent minor there is no requirement for a fire suppression system to be built with this subdivision. There are existing City of Billings pressurized fire hydrants within ½ road mile.

The Yellowstone County Sheriff's Department will provide law enforcement services to this subdivision.

d. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Each lot owner will be responsible for arranging for collection.

e. **Storm water drainage** – Storm water drainage for new lots shall satisfy Section 4.7, Yellowstone County Subdivision Regulations and the requirements of MDEQ.

Because these lots are over 20 acres the storm water will be allowed to continue to drain as it has historically done.

f. **School facilities** – The proposed subdivision is located within School District #2. Alkali Creek Elementary, Castle Rock Middle School, and Skyview High School. With the removal of lots there will be no added burden to the school system.

g. **Parks and recreation** – This proposed subdivision is not required to provide parkland. Yellowstone County Subdivision Regulations Section 10.8 A. A Minor Subdivision is not required to provide parkland. There is a city park within this subdivision that will be staying in tact with this lot aggregation and road vacation process.

h. **Postal Service** – The applicant is aggregating lots with this proposal. They will not be an expectation of USPS delivery to the resulting parcel.

i. **Historic features** – No known historic or cultural assets exist on the site.

j. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. Prior to final plat approval, the applicant will apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. **(Condition #2)**

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. A paragraph in the ‘Conditions that Run with the Land’ section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage residential landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior to final plat approval to ensure public health and safety.

Fire and emergency services are provided for this proposed subdivision from Billings Fire Department as part of the BUFSA and the Yellowstone County Sheriff’s department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

An environmental assessment was not required for this subdivision according to Yellowstone County Subdivision Regulations, Section 9.2 C. 1, a first minor subdivision from a tract of record. There are no known issues on the land, the property is dryland grass and scrub.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan for any ground disturbed by development.

2. 2018 Billings Urban Area Long Range Transportation Plan

This subdivision is outside the 2018 Billings Urban Area Long Range Transportation Plan. The subject property maintains the road system as existing in the area.

3. Billings Area Bikeway and Trail Master Plan (BBTMP)

This subdivision is within the BBTMP. There are no identified trails running through this County subdivision. There is a future trail proposed in the City park that is within this subdivision. There is a proposed short-range bike land along Alkali Creek Road. This development will not be required to build any trail as part of the subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]

The subdivider must meet the requirements the Yellowstone City-County Health Department prior to final approval. MDEQ requirements do not apply in this situation because the lots are all over 20 acres.

F. Does the proposed subdivision meet any applicable Zoning Requirements? [Section 3.2 (H) (3) (e), YCSR]

The proposed subdivision is in County zoning. The subdivision is zoned Large Lot

Suburban Neighborhood, N4.

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

Should the private utility companies require easements the applicant will be required to coordinate the easements needed with the private utility companies.

H. Does the proposed subdivision provide for Legal and Physical Access to all lots? [MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]

Legal and physical access will be provided for the new proposed lots from Alkali Creek Road.

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

The Planning Division recommend conditional approval of the preliminary plat of Terrace Estates Subdivision, 3rd Filing, Amending Block 1 and 2, and portions of Block 3, to the Board of County Commissioners and adopt the Findings of Fact as presented in the staff report.

Return to:
James W. Boyer
2810 Central Avenue – Suite C
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing

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SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing

This agreement is made and entered into this ____ day of _____, 2021, by and between **James W. Boyer and JoAnn Boyer**, whose address for the purpose of this agreement is 2810 Central Avenue – Suite C, Billings, Montana 59102, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 2021, the Board of Planning recommended conditional approval of a preliminary plat of Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A.** No variances from the strict interpretation of the County’s Subdivision Regulations (Chapter 11, YCSR) are requested for this subdivision:

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers and gardens. The Montana Fish, Wildlife and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or threat to public health and safety.
- B.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- D.** Lot owners should be aware that a portion of this property lies within the floodplain/floodway, as depicted on the FEMA maps for this area. Please be advised that special development restrictions may apply within these specified areas.
- E.** Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent owners.
- F.** When required by road improvements, any fences in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way at no expense to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G.** Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

III. TRANSPORTATION

A. Streets

- No further street improvement work is required or proposed.
- Except for a portion of Sun Valley Road, all existing streets within this subdivision will be vacated.

B. Traffic Control Devices

- No traffic control devices will be installed at this time because the subdivision streets are being vacated.

C. Access

- Access to this subdivision shall be from Alkali Creek Road.

D. Billings Area Bikeway and Trail Masterplan (BABTMP)

- This subdivision is within the area of BABTMP.
- There is a short range bike trail identified on Alkali Creek Road.

IV. EMERGENCY SERVICES

This subdivision is not required to provide additional fire protection facilities, as it is a minor subdivision created to aggregate lots.

V. STORM DRAINAGE

Storm drainage facilities are not proposed for this subdivision. The areas within this subdivision generally drain to Alkali Creek. These drainages will not be modified by this subdivision and will be allowed to flow as they have historically done.

VI. UTILITIES

A. Water

- Because this plat is to aggregate lots and vacate roads, there are no plans for wells on the land. Should the property be sold as a single lot, future lot owners will be required to obtain DEQ approval.

B. Septic System

- Because this plat is to aggregate lots and vacate roads, there are no plans for septic systems on the land. Should the property be sold as a single lot, future lot owners will be required to obtain DEQ approval.

C. Power, Telephone, Gas, and Cable Television

- This subdivision will be served with power, telephone gas and cable television via facilities within Alkali Creek Road right-of-way.

VII. PARKS/OPEN SPACE

- There is no parkland requirement for Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing, as it is a minor subdivision created to aggregate lots. There is no change in the park boundary for the existing park through this subdivision.

VIII. IRRIGATION

- Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing is not served by any irrigation facilities.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- A Weed Management Plan will be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

- A soils/geotechnical study is not required and has not been performed for this subdivision.

XI. FINANCIAL GUARANTEES

No public improvements are proposed for this subdivision. Therefore, no financial guarantees are necessary.

XII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

- C.** The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.
- G.** Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDERS”

James W. Boyer

Date

JoAnn Boyer

Date

STATE OF MONTANA)

: ss

County of Yellowstone)

This instrument was acknowledged before me on this _____ day of _____, 2021, by James W. Boyer and JoAnn Boyer.

Notary Public in and for the State of Montana

This agreement is hereby approved and accepted by Yellowstone County this ____ day of _____, 2021.

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

**County of Yellowstone
Board of County Commissioners**

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 2021, before me, a Notary Public in and for the State of Montana, personally appeared _____, _____ and _____, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Notary Public in and for the State of Montana

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), for a period of no more than twenty years from the recording of this waiver, which Yellowstone County may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

**Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates
Subdivision, 3rd Filing**

James W. Boyer

Date

JoAnn Boyer

Date

STATE OF MONTANA)

: ss

County of Yellowstone)

This instrument was acknowledged before me on this _____ day of _____, 2021, by James W. Boyer and JoAnn Boyer.

Notary Public in and for the State of Montana

B.O.C.C. Regular

Agenda Item 3. d.

Meeting Date: 12/14/2021

SUBJECT: Terrace Estates Subdivision, Amended Lot 200 and Parkland Exchange - Preliminary Minor Plat

THROUGH: Monica Plecker

FROM: Dave Green

TOPIC

Terrace Estates Subdivision, Amended Lot 200 and Parkland Exchange - Preliminary Minor Plat

INTRODUCTION

On November 15, 2021, Pinpoint Land Surveys submitted to the Planning Division an application for Amended Lot 200 and Adjacent Parkland, Terrace Estates Subdivision, 3rd Filing, minor preliminary plat. This plat has property that is located both in Yellowstone County and the City of Billings, therefore both governing bodies will review the plat. The property is generally located on the north side of Alkali Creek Road and west of Strawberry Avenue. The land is zoned Large Lot Suburban Neighborhood (N4).

The purpose of this subdivision is to create 4 lots and complete a land swap with the City of Billings to exchange parkland with the new design and reconfiguration of the subdivision. The parkland will be a trade of land, the developer will trade some land for city park and the City of Billings will trade some park land to the developer. With completion of the land swap, the City of Billings will gain 0.05 acres or 2,178 square feet of park land. The parkland was dedicated to the city in the original subdivision. Since then, the developers have de-annexed the subdivision and are vacating the plat. Parkland cannot be vacated, therefore, there is a need to arrange a land swap. This plat does not complete or approve the land swap, instead, it creates a condition of approval that the land swap and annexation requirements are met prior to final plat approval.

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of Amended Lot 200 and Adjacent Parkland, Terrace Estates Subdivision, 3rd Filing, and adopt the Findings of Fact as presented in the staff report.

VARIANCE REQUESTED

The subdivider has not requested a variance from Yellowstone County Subdivision Regulations.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
2. To protect public health and safety and provide, prior to final plat approval, the applicant will pay the required fee to use the existing pressurized fire hydrant owned by the City of Billings as outlined in Resolution No. 19-53.
3. To protect the public interest in public lands, prior to final plat approval, the applicant will coordinate with City of Billings Legal Department in coordination with City of Billings Parks, Recreation and Public Lands (PRPL), to exchange parkland with land from the applicant. The applicant will provide all paperwork required by City Legal and PRPL that includes but is not limited to, legal land

descriptions, amount of land in the exchange and any other documentation needed for the process to go before the City Council.

4. To avoid pieces of County lots being within the City limits and pieces of City park land being in the County, prior to final plat approval or at the same time as final approval, the applicant will coordinate the annexation and de-annexation process with the Planning Department to get exchanged pieces of land within the correct jurisdiction.
5. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
6. Minor changes may be made in the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
7. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws regarding moving houses onto or off the property, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting June 24, 2021
- Preliminary plat application submitted to Planning Division November 15, 2021
- Preliminary plat to Yellowstone County Board of County Commissioners December 14, 2021
- Preliminary plat to City of Billings December 20, 2021
- 35 working-day preliminary plat review period ends January 7, 2022.

PLAT INFORMATION

General location: North side of Alkali Creek Road and west of Strawberry Avenue

Legal Description: Terrace Estates Subdivision, 3rd Filing, Lot 200

Owner/Subdivider: Jim Boyer

Surveyor/Engineer: Pinpoint Land Surveys

Existing Zoning: N4

Proposed Zoning: Same

Existing Land Use: Undeveloped Subdivision

Proposed Land Use: Large Lot Residential

Gross area: 47.527

Net area: 46.713

Proposed number of lots: 4

Max.: 18.566 acres

Min.: 2.917 acres

Parkland requirements: There is no required parkland dedication as this is a minor subdivision. There is an existing City of Billings Park within this subdivision.

PLANNING BOARD PUBLIC HEARING DISCUSSION

A public hearing is not required for minor subdivisions; however nearby property owners may attend the Board of County Commissioners meeting to provide public comment. The Planning Division has received no public comments or questions regarding the proposed subdivision.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See Attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See Attachment Findings of Fact

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of Amended Lot 200 and Adjacent Parkland, Terrace Estates Subdivision, 3rd Filing, and adopt the Findings of Fact as presented in the staff report.

Attachments

Findings of Fact

Proposed Plat

SIA Draft

Parkland Exchange Exhibit

FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for Amended Lot 200, Terrace Estates Subdivision, 3rd Filing. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health and safety (76-3-608 (3) (a) MCA) (Section 3.2 (H) (2) YCSR)

1. Effect on agriculture and agricultural water users' facilities

The subject property is vacant land that is not used for crop production or any current residential purposes. There are no water rights or shares for water to the proposed lots. This proposed subdivision will have minimal impact on water users' facilities. Alkali Creek does bisect the land where this subdivision is located. In the SIA under the heading 'Conditions that Run with the Land', there is a paragraph to warn future lot purchasers that there is a chance that Alkali Creek may overtop the banks causing flooding on property.

2. Effect on local services

a. **Water and Septic** – The applicant is proposing to have wells for each lot in this proposed subdivision. The systems will meet the standards set forth in Section 4.9 YCSR, Montana Administrative Rules, Title 17, Chapter 36. They will be required to receive MDEQ approval for any water system prior to final plat. **(Condition #1)**

The applicant is proposing to have septic systems for each lot in this proposed subdivision. The systems will meet the standards set forth in Section 4.8 YCSR, Montana Administrative Rules, Title 17, Chapter 36. They will be required to receive MDEQ approval for any septic systems prior to final plat. **(Condition #1)**

The maintenance and operation of water and septic systems will be the responsibility of the property owners.

b. **Streets and roads** – The proposed subdivision will not be building any roads. All access will be from Alkali Creek Road. The applicant is dedicating additional right of way for Alkali Creek Road as required by subdivision regulation for road widths.

c. **Fire and Police services** – The property is within BUFSA jurisdiction. Because this is a 4-lot minor there is a requirement for a fire suppression to be available for use within the subdivision. They can either build a 10,000 gallon underground dry hydrant system or use existing pressurized fire hydrants within the ½ road mile. There are existing City of Billings pressurized fire hydrants within ½ road mile. In the SIA the applicant is planning to use the pressurized City of Billings fire hydrants. There is a requirement to pay a fee to the county for using the City of Billings fire hydrants. Those fees are set aside and are

available for the fire department having jurisdiction to purchase equipment for use in the BUFSA area. Those fees are to be paid prior to final plat. (**Conditions #2**)

The Yellowstone County Sheriff's Department will provide law enforcement services to this subdivision.

d. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Each lot owner will be responsible for arranging for collection.

e. **Storm water drainage** – Storm water drainage for new lots shall satisfy Section 4.7, Yellowstone County Subdivision Regulations and the requirements of MDEQ.

Because there is no anticipated major development on these lots the storm water will be allowed to continue to drain as it has historically done.

f. **School facilities** – The proposed subdivision is located within School District #2. Alkali Creek Elementary, Castle Rock Middle School, and Skyview High School. With four large lots there will be noticeable added burden to the school system.

g. **Parks and recreation** – This proposed subdivision is not required to provide parkland. Yellowstone County Subdivision Regulations Section 10.8 A. A Minor Subdivision is not required to provide parkland.

This portion of Terrace Estates Subdivision was within the city limits. The de-annexation resolution (No. 17-10674) was recorded March 12, 2018. There is an existing City of Billings park within the subdivision that was not part of the de-annexation. With this proposed new plat, the applicant is proposing to do some land trading with the City of Billings Parks Department. Some of the existing parkland is planned to go to the developer and in exchange some of the existing non-park land is going to the City of Billings Parks Department. The current amount of parkland within this subdivision is 17.343 acres. After the land exchange there will be 17.393 acres, the City of Billings will gain 0.05 acres, 2,178 square feet of park land. See Attachment A. The applicant will need to work with the City of Billings Parks Department and Legal Department to legally exchange the land between the City of Billings and the applicant. (**Condition #3**)

h. **Postal Service** – The proposed lots are large and may or may not be subdivided in the future. Future lot owners will coordinate with the USPS to determine what type of box is to be used and for its location to ensure safety for the mail delivery person.

i. **Historic features** – No known historic or cultural assets exist on the site.

j. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of

noxious weeds to adjacent developed or agricultural land. Prior to final plat approval, the applicant will apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. **(Condition #4)**

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. A paragraph in the ‘Conditions that Run with the Land’ section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage residential landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior to final plat approval to ensure public health and safety.

Fire and emergency services are provided for this proposed subdivision from Billings Fire Department as part of the BUFSA and the Yellowstone County Sheriff’s department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

An environmental assessment was not required for this subdivision according to Yellowstone County Subdivision Regulations, Section 9.2 C. 3 b, the proposed subdivision is in a zoned area of the county.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan for any ground disturbed by development.

2. 2018 Billings Urban Area Long Range Transportation Plan

This subdivision is outside the 2018 Billings Urban Area Long Range Transportation Plan. The subject property maintains the road system as existing in the area.

3. Billings Area Bikeway and Trail Master Plan (BBTMP)

This subdivision is outside the BBTMP. This development will not be required to build any trail as part of the subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]

The subdivider must meet the requirements the Yellowstone City-County Health Department prior to final approval. MDEQ requirements apply to all lots that are less than 20 acres in size.

F. Does the proposed subdivision meet any applicable Zoning Requirements? [Section 3.2 (H) (3) (e), YCSR]

The proposed subdivision is in County zoning. The subdivision is zoned Large Lot Suburban Neighborhood, N4.

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

Should the private utility companies require easements the applicant will be required to coordinate the easements needed with the private utility companies.

H. Does the proposed subdivision provide for Legal and Physical Access to all lots? [MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]

Legal and physical access will be provided for the new proposed lots from Beet Dump Road.

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

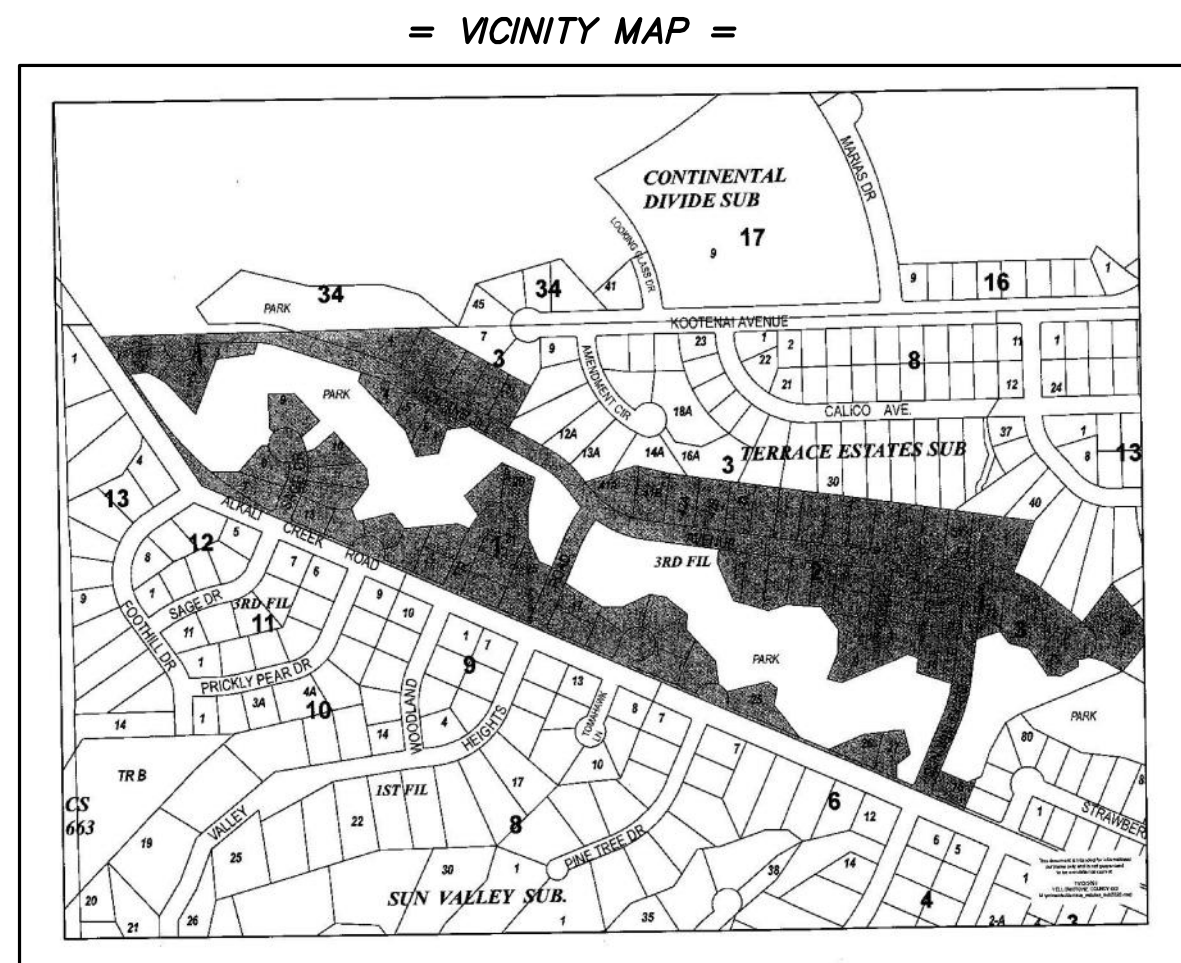
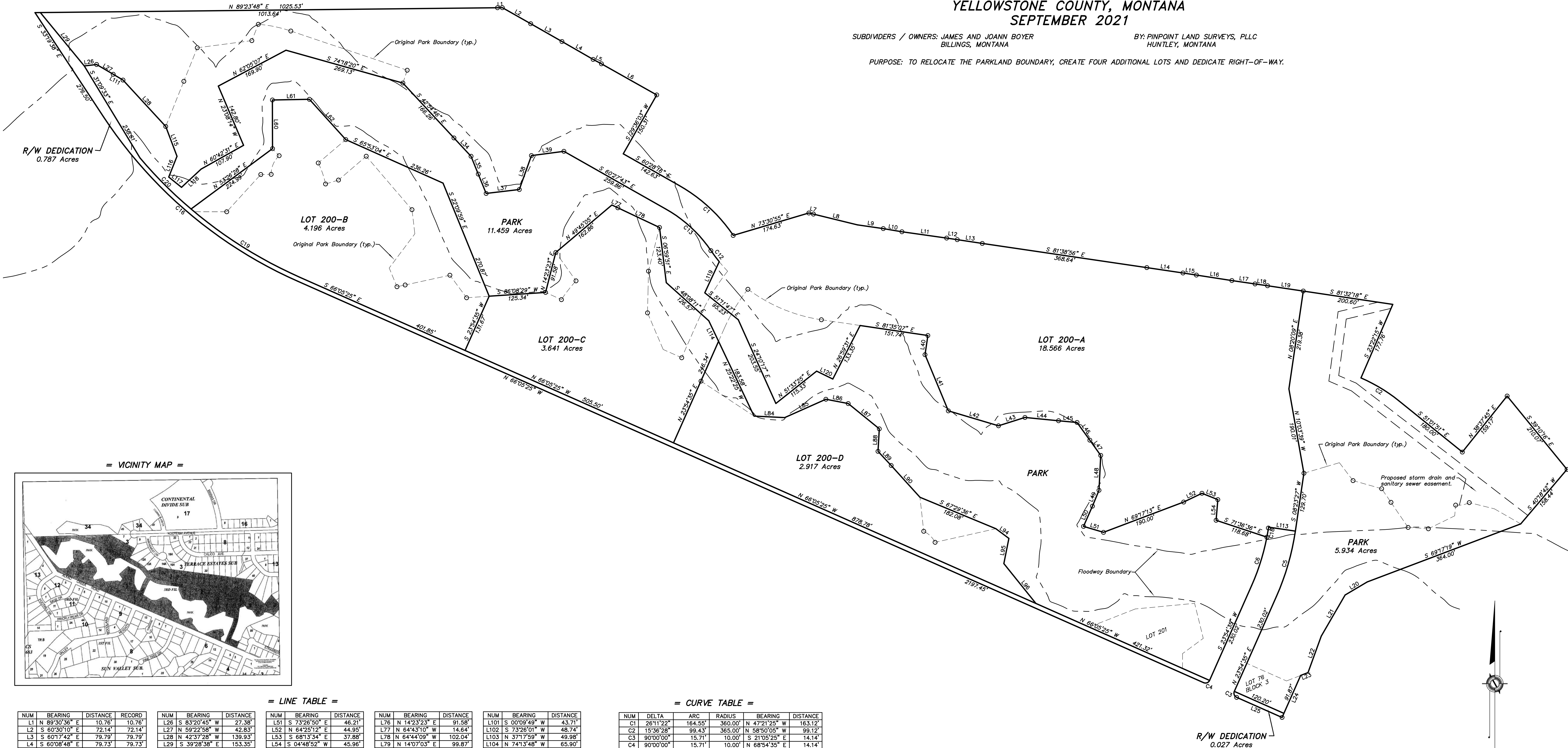
The Planning Division recommend conditional approval of the preliminary plat of Amended Lot 200, Terrace Estates Subdivision, 3rd Filing, to the Board of County Commissioners, adopt the Findings of Fact as presented in the staff report.

**PRELIMINARY PLAT OF
AMENDED PLAT OF LOT 200 AND ADJACENT PARKLAND
OF THE
AMENDED PLAT OF BLOCK 1, BLOCK 2 AND PORTION OF BLOCK 3,
TERRACE ESTATES SUBDIVISION, THIRD FILING
LOCATED IN THE S1/2 OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M.
YELLOWSTONE COUNTY, MONTANA
SEPTEMBER 2021**

SUBDIVIDERS / OWNERS: JAMES AND JOANN BOYER
BILLINGS, MONTANA

BY: PINPOINT LAND SURVEYS, PLLC
HUNTLEY, MONTANA

PURPOSE: TO RELOCATE THE PARKLAND BOUNDARY, CREATE FOUR ADDITIONAL LOTS AND DEDICATE RIGHT-OF-WAY.



= LINE TABLE =

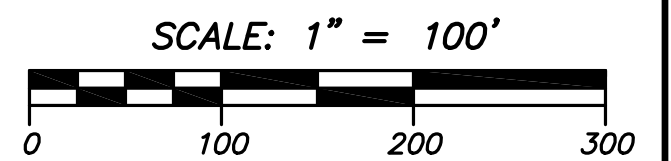
NUM	BEARING	DISTANCE	RECORD	NUM	BEARING	DISTANCE	RECORD	NUM	BEARING	DISTANCE	RECORD	NUM	BEARING	DISTANCE	RECORD	
L1	N 89°30'36" E	10.76'	10.76'	L26	S 83°20'45" W	27.38'		L76	N 14°23'23" E	91.98'		L101	S 00°09'49" W	43.71'		
L2	S 60°30'10" E	72.14'	72.14'	L27	N 58°25'58" W	42.83'		L77	N 64°43'10" W	14.64'		L102	S 73°26'01" W	48.74'		
L3	S 60°17'42" E	79.79'	79.79'	L28	N 42°37'28" W	139.93'		L78	N 64°44'09" W	102.04'		L103	N 37°17'59" W	49.98'		
L4	S 60°08'48" E	79.73'	79.73'	L29	S 39°28'38" E	153.35'		L79	N 14°07'03" E	99.87'		L104	N 74°13'48" W	65.90'		
L5	S 62°12'57" E	20.86'	20.86'	L30	S 21°47'44" W	80.11'		L80	N 01°25'36" E	39.83'		L105	N 34°21'03" W	36.69'		
L6	S 60°36'16" E	140.64'	140.64'	L31	S 82°32'22" W	121.99'		L81	N 01°15'47" E	52.78'		L106	N 86°12'13" W	44.97'		
L7	S 76°33'35" E	10.43'	10.43'	L32	S 21°45'11" W	39.00'		L82	N 23°08'42" W	88.29'		L107	S 63°52'29" W	65.04'		
L8	S 76°13'21" E	100.13'	100.13'	L33	S 18°34'50" W	30.02'		L83	N 69°56'11" W	44.92'		L108	S 05°12'36" W	24.01'		
L9	S 81°47'35" E	58.25'	58.25'	L34	S 43°02'11" E	55.60'		L84	S 87°09'53" E	68.04'		L109	N 76°01'35" W	57.63'		
L10	S 80°21'36" E	41.85'	41.85'	L35	S 22°03'05" E	42.64'		L85	N 65°57'05" E	100.05'		L110	N 60°14'26" W	67.06'		
L11	S 81°56'46" E	100.13'	100.13'	L36	S 22°06'32" E	46.41'		L86	S 78°59'35" E	50.38'		L111	N 59°34'36" W	25.19'		
L12	S 81°31'04" E	23.86'	23.86'	L37	N 83°16'30" E	74.02'		L87	S 50°55'29" E	88.88'		L112	N 68°45'42" E	33.63'		
L13	S 81°23'42" E	56.10'	56.10'	L38	N 19°36'34" E	79.99'		L88	S 03°19'49" W	50.05'		L113	S 81°36'33" E	60.00'		
L14	S 81°29'53" E	81.07'	81.07'	L39	N 82°29'50" E	72.61'		L89	S 43°03'04" E	42.82'		L114	N 25°22'25" W	50.53'		
L15	S 81°14'02" E	30.09'	30.09'	L40	S 08°27'16" W	43.07'		L90	S 42°05'35" E	95.22'		L115	S 20°40'16" E	70.74'		
L16	S 81°13'45" E	79.59'	79.59'	L41	S 22°33'45" E	134.83'		L91	S 06°16'51" E	75.82'		L116	S 21°46'06" W	49.44'		
L17	S 81°40'00" E	51.93'	51.93'	L42	S 73°24'54" E	116.15'		L92	N 77°23'54" E	138.00'		L117	S 50°57'52" E	36.45'		
L18	S 81°36'37" E	28.04'	28.04'	L43	N 72°33'46" E	61.38'		L93	S 67°29'36" E	182.08'		L118	N 47°04'57" E	59.55'		
L19	S 81°35'46" E	80.06'	80.06'	L44	S 84°29'04" E	74.87'		L94	S 53°22'11" E	36.00'		L119	N 24°48'34" E	76.16'		
L20	S 59°20'23" W	57.03'	57.03'	L45	S 84°39'58" E	41.20'		L95	S 11°19'43" W	57.00'		L120	S 63°55'29" E	40.04'		
L21	S 30°05'13" W	105.27'	105.27'	L46	S 35°44'38" E	48.46'		L96	S 38°49'13" E	135.12'		L121	S 81°32'18" E	15.03'		
L22	S 19°56'26" W	86.03'	86.03'	L47	S 35°33'52" E	41.43'		L97	N 68°36'10" E	123.99'		L122	S 81°32'18" E	185.57'		
L23	S 68°40'08" W	17.56'	17.56'	L48	S 02°48'24" W	77.58'		L98	N 84°36'15" E	131.99'						
L24	S 23°51'28" W	101.87'	101.87'	L49	S 22°27'49" W	38.08'		L99	S 13°52'14" E	79.99'						
L25	S 66°05'25" E	110.21'	110.21'	L50	S 23°43'49" W	49.03'		L75	S 35°20'22" E	77.32'						

= CURVE TABLE =

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	26°11'22"	164.55'	360.00'	N 47°21'25" W	163.12'
C2	15°36'28"	99.43'	365.00'	N 58°50'05" W	99.12'
C3	90°00'00"	15.71'	10.00'	S 21°05'25" E	14.14'
C4	90°00'00"	15.71'	10.00'	N 68°54'35" E	14.14'
C5	15°31'08"	151.68'	560.00'	N 16°09'01" E	151.21'
C6	12°56'00"	112.86'	500.00'	N 17°26'35" E	112.63'
C7	37°15'13"	35.76'	55.00'	N 45°55'15" W	35.13'
C8	14°10'31"	102.76'	415.36'	S 30°59'50" W	102.50'
C9	14°36'59"	121.27'	475.36'	S 31°13'05" W	120.94'
C10	28°22'23"	178.27'	360.00'	S 87°23'48" E	176.46'
C11	9°34'33"	60.17'	360.00'	S 48°25'20" E	60.10'
C12	4°52'49"	30.66'	360.00'	S 36°42'08" E	30.65'
C13	26°11'22"	137.13'	300.00'	N 47°21'25" W	135.94'
C14	9°09'43"	52.77'	330.00'	S 37°49'38" W	52.71'
C15	48°16'28"	46.34'	55.00'	S 23°08'48" W	44.98'
C16	32°45'47"	571.82'	1000.00'	S 49°42'32" E	564.06'
C17	14°05'11"	73.76'	300.00'	N 78°17'15" W	73.57'
C18	2°35'08"	22.56'	500.00'	N 09°41'01" E	22.56'
C19	16°28'30"	284.67'	990.00'	S 57°51'10" E	283.69'
C20	9°16'38"	160.30'	990.00'	S 44°58'36" E	160.13'

= SITE DATA =

Number of Lots: 4
Maximum Lot Area: 18.566 Acres
Minimum Lot Area: 2.917 Acres
Area of Parkland: 17.393 Acres
Linear Feet of Streets: N/A
Total Gross Area: 47.527 Acres
Total Net Area: 46.713 Acres
Existing and Proposed Zoning: N4
Existing Land Use: Agriculture
Proposed Land Use: Residential



1/4 SEC.	SECTION	TOWNSHIP	RANGE	SHEET NO.
SE	20	1 NORTH	26 EAST	1 of 1
SW	20	1 NORTH	26 EAST	

DRAWING PATH: C:\... \20027-Boyer\Miscad\20027PP02.dwg
DATE DRAWN: 09/10/21 REVISED: 11/09/21

PINPOINT LAND SURVEYS, PLLC
1318 FLORIAN AVENUE
HUNTLEY, MONTANA 59037
(406) 373-9856

Return to:
James W. Boyer
2810 Central Avenue – Suite C
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing

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SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing

This agreement is made and entered into this ____ day of _____, 2021, by and between **James W. Boyer and JoAnn Boyer**, whose address for the purpose of this agreement is 2810 Central Avenue – Suite C, Billings, Montana 59102, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 2021, the Board of Planning recommended conditional approval of a preliminary plat of Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A.** No variances from the strict interpretation of the County’s Subdivision Regulations (Chapter 11, YCSR) are requested for this subdivision:

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers and gardens. The Montana Fish, Wildlife and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or threat to public health and safety.
- B.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- D.** Lot owners should be aware that a portion of this property lies within the floodplain/floodway, as depicted on the FEMA maps for this area. Please be advised that special development restrictions may apply within these specified areas.
- E.** Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent owners.
- F.** When required by road improvements, any fences in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way at no expense to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G.** Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets

- This subdivision is adjacent to Alkali Creek Road, a paved county road. An additional strip of land will be dedicated for Alkali Creek Road to meet arterial requirements and provide area for the Yellowstone County bridge replacement project. No further street improvement work is required or proposed.

B. Traffic Control Devices

- No traffic control devices will be installed at this time.

C. Access

- Access to all lots within this subdivision shall be from Alkali Creek Road. Each lot will be required to obtain approach permits from the Yellowstone County Public Works Department.

D. Billings Area Bikeway and Trail Master Plan (BABTMP)

- There is a proposed short range bike lane on Alkali Creek Road.

IV. EMERGENCY SERVICES

This subdivision is not required to provide additional fire protection facilities, as it is a minor subdivision creating four additional lots. There is a pressurized fire hydrant at the northwest corner of the intersection of Alkali Creek Road and Sandstone Trail. The hydrant is approximately 300 feet from the southeast corner of this subdivision.

V. STORM DRAINAGE

Storm drainage facilities are not proposed for this subdivision. The areas within this subdivision generally drain to Alkali Creek. These drainages will not be modified by this subdivision and will be allowed to flow as they have historically done.

VI. UTILITIES

A. Water

- This subdivision will be served by individual on-site wells. The systems shall meet the standards set forth in Montana Administrative Rules, Title 17, Chapter 36 (Subdivisions/Onsite Subsurface Wastewater Treatment).

Approval of the systems must be obtained from the Montana Department of Environmental Quality prior to the submittal of the final plat application.

B. Septic System

- This subdivision will be served by individual on-site septic systems. The systems shall meet the standards set forth in Montana Administrative Rules, Title 17, Chapter 36 (Subdivisions/Onsite Subsurface Wastewater Treatment). Approval of the systems must be obtained from the Montana Department of Environmental Quality prior to the submittal of the final plat application.

C. Power, Telephone, Gas, and Cable Television

- This subdivision will be served with power, telephone gas and cable television via facilities within Alkali Creek Road right-of-way.

VII. PARKS/OPEN SPACE

- This subdivision surrounds parkland encompassing 17.343 acres. As part of this subdivision, there will be a boundary relocation around the parkland. The boundary relocation will result in a parkland area of 17.393 acres. The land exchange with the parklands must be approved by the City of Billings. Exhibit A is attached hereto to clarify the areas to be exchanged as well as right-of-way dedication areas.

VIII. IRRIGATION

- Amended Plat of Lot 200 and Adjacent Parkland of the Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates Subdivision, 3rd Filing is not served by any irrigation facilities.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- A Weed Management Plan will be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

- Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

XI. FINANCIAL GUARANTEES

No public improvements are proposed for this subdivision. Therefore, no financial guarantees are necessary.

XII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.
- G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDERS”

James W. Boyer

Date

JoAnn Boyer

Date

STATE OF MONTANA)

: ss

County of Yellowstone)

This instrument was acknowledged before me on this _____ day of _____, 2021, by James W. Boyer and JoAnn Boyer.

Notary Public in and for the State of Montana

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), for a period of no more than twenty years from the recording of this waiver, which Yellowstone County may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

**Amended Plat of Lot 200 and Adjacent Parkland
of the
Amended Plat of Block 1, Block 2 and Portion of Block 3, Terrace Estates
Subdivision, 3rd Filing**

James W. Boyer

Date

JoAnn Boyer

Date

STATE OF MONTANA)

: ss

County of Yellowstone)

This instrument was acknowledged before me on this _____ day of _____, 2021, by James W. Boyer and JoAnn Boyer.

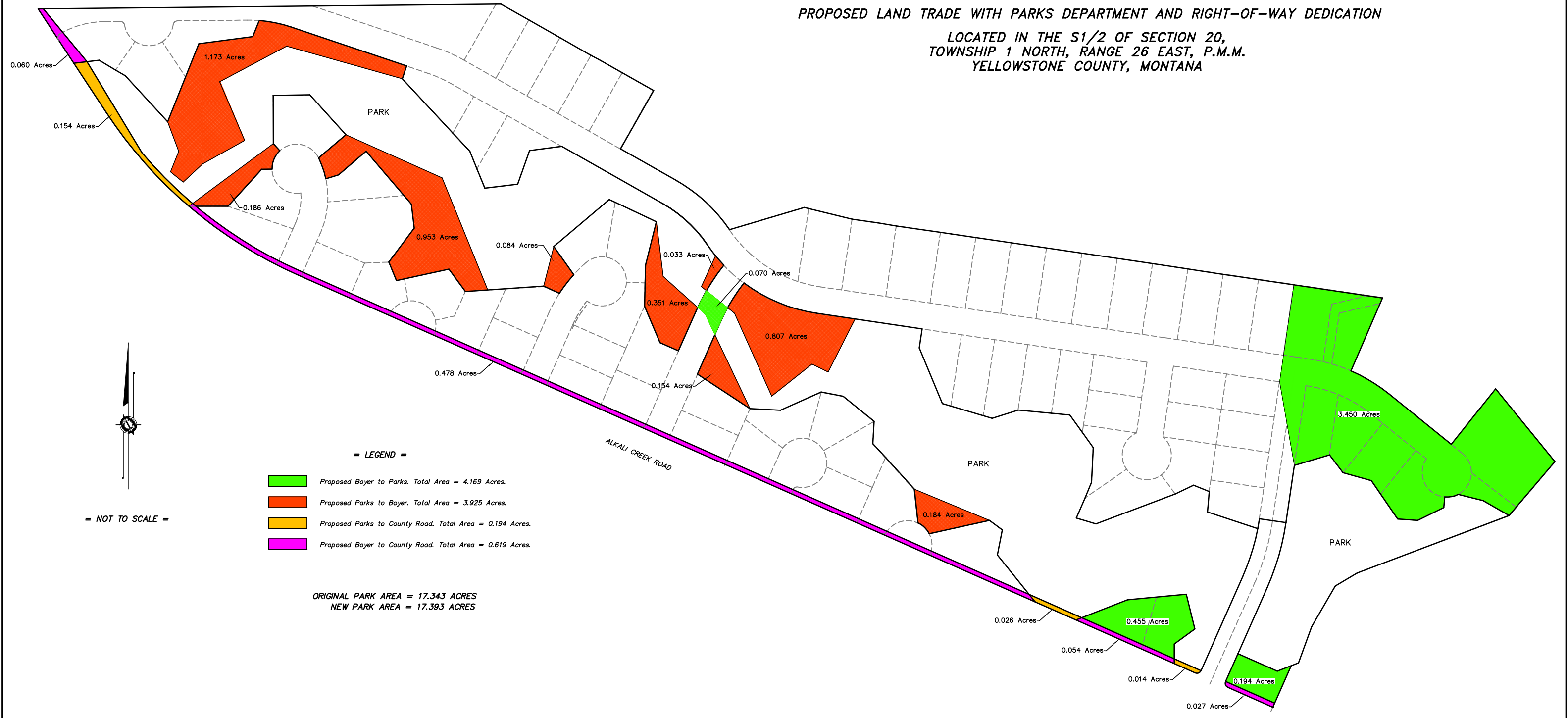
Notary Public in and for the State of Montana

= EXHIBIT A =

= PORTION OF TERRACE ESTATES SUBDIVISION, 3RD FILING =

PROPOSED LAND TRADE WITH PARKS DEPARTMENT AND RIGHT-OF-WAY DEDICATION

LOCATED IN THE S1/2 OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M.
YELLOWSTONE COUNTY, MONTANA



= LEGEND =

- Proposed Boyer to Parks. Total Area = 4.169 Acres.
- Proposed Parks to Boyer. Total Area = 3.925 Acres.
- Proposed Parks to County Road. Total Area = 0.194 Acres.
- Proposed Boyer to County Road. Total Area = 0.619 Acres.

ORIGINAL PARK AREA = 17.343 ACRES
NEW PARK AREA = 17.393 ACRES

= NOT TO SCALE =

1/4 SEC.	SECTION	TOWNSHIP	RANGE	SHEET NO.
SE	20	1 NORTH	26 EAST	1 of 1
SW	20	1 NORTH	26 EAST	

DRAWING PATH: C:\...20027-Boyer\Miscad\Park_Swap.dwg
DATE DRAWN: 02/11/21 REVISED: 11/09/21


PINPOINT LAND SURVEYS, PLLC
 4820 MCGIRL ROAD
 BILLINGS, MONTANA 59105
 (406) 373-9856

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 12/14/2021

Title: Sidewalk Easement KO Storage

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Sidewalk Easement Granted to KO Storage

BACKGROUND:

Reviewed

RECOMMENDED ACTION:

Execute

Attachments

KO Storage Easement

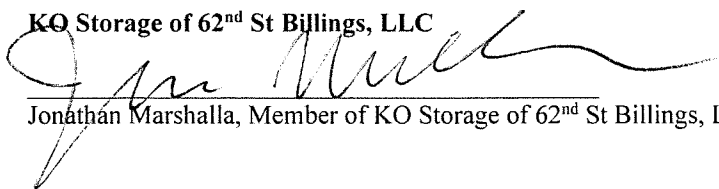
Return
KO Storage of 62nd St Billings, LLC
10301 Wayzata Blvd
Minnetonka, MN 55305

Public Sidewalk Easement

KO Storage of 62nd St Billings, LLC (KO Storage) a limited liability company from Minnesota, located at 10301 Wayzata Blvd, Minnetonka, MN 55305, owns the land located at 1447 62nd Street West, legally described as Lot 121A of Amended Plat of Sunny Cove Fruit Farms Subdivision, Lots 89, 104 and 121 filed with the Yellowstone County Clerk and Recorder on May 27, 2020 as document number 3921648, in Yellowstone County, Montana.

KO Storage is developing the land. To comply with Yellowstone County's Zoning Regulations, KO Storage will construct sidewalks on the land for the public. The sidewalks are parallel to the right-of-way of Grand Avenue and 62nd Street West. To provide the public with the legal authority to use those sidewalks, Phobia grants to the public, through Yellowstone County, a political subdivision of the State of Montana, located at 316 North 26th Street, Room 3101, Billings, Montana 59101, an easement over the land for the sidewalks. The dimensions and location of the easement are more particularly described on the attached Exhibit A. The easement is for the use of the sidewalks by the public. The easement shall begin when the County provides the final approval of the development. KO Storage is responsible for the maintenance, repair and reconstruction (if needed) of the sidewalks. The easement shall continue until relinquished by the public. The consideration provided by the public for the easement from Phobia was the approval of the development by KO Storage.

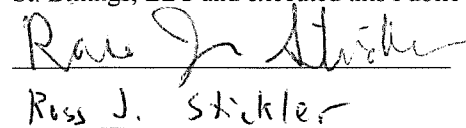
KO Storage of 62nd St Billings, LLC



Jonathan Marshalla, Member of KO Storage of 62nd St Billings, LLC

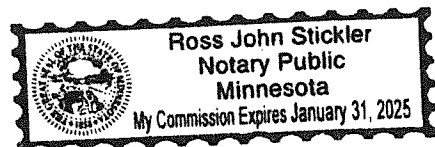
State of Minnesota }
 ss.
County of Hennepin }

On 19th day of November, 2021, before me personally appeared Jonathan Marshalla, Member of KO Storage of 62nd St. Billings, LLC and executed this Public Sidewalk Easement in his official capacity as the Member of KO Storage.



Ross J. Stickler
Notary Public For the State of Minnesota
Residing in Minneapolis, MN.
My commission expires 1/31/2025

(Notarial Seal)



Acknowledgement and Acceptance of Conveyance

Yellowstone County, on behalf of the public, through the Yellowstone County Board of County Commissioners, acknowledges receipt of this easement and accepts the easement conveyed to the public.

Yellowstone County

Donald W. Jones, Chair

John Ostlund, Member

ATTEST:

Denis Pitman, Member

Jeff Martin, Clerk and Recorder

State of Montana }
 ss.
County of Yellowstone }

On (DATE), before me personally appeared Donald W. Jones, John Ostlund and Denis Pitman members of the Board of County Commissioners of Yellowstone County, and Jeff Martin, the Yellowstone County Clerk and Recorder, and acknowledged to me that they executed the Acknowledgement and Acceptance of Conveyance Portion of this Public Sidewalk Easement on behalf of Yellowstone County in their official capacities as Board Members and the Clerk and Recorder.

Notary Public For the State of Montana
Residing at Billings, Montana.
My commission expires _____

(Notarial Seal)

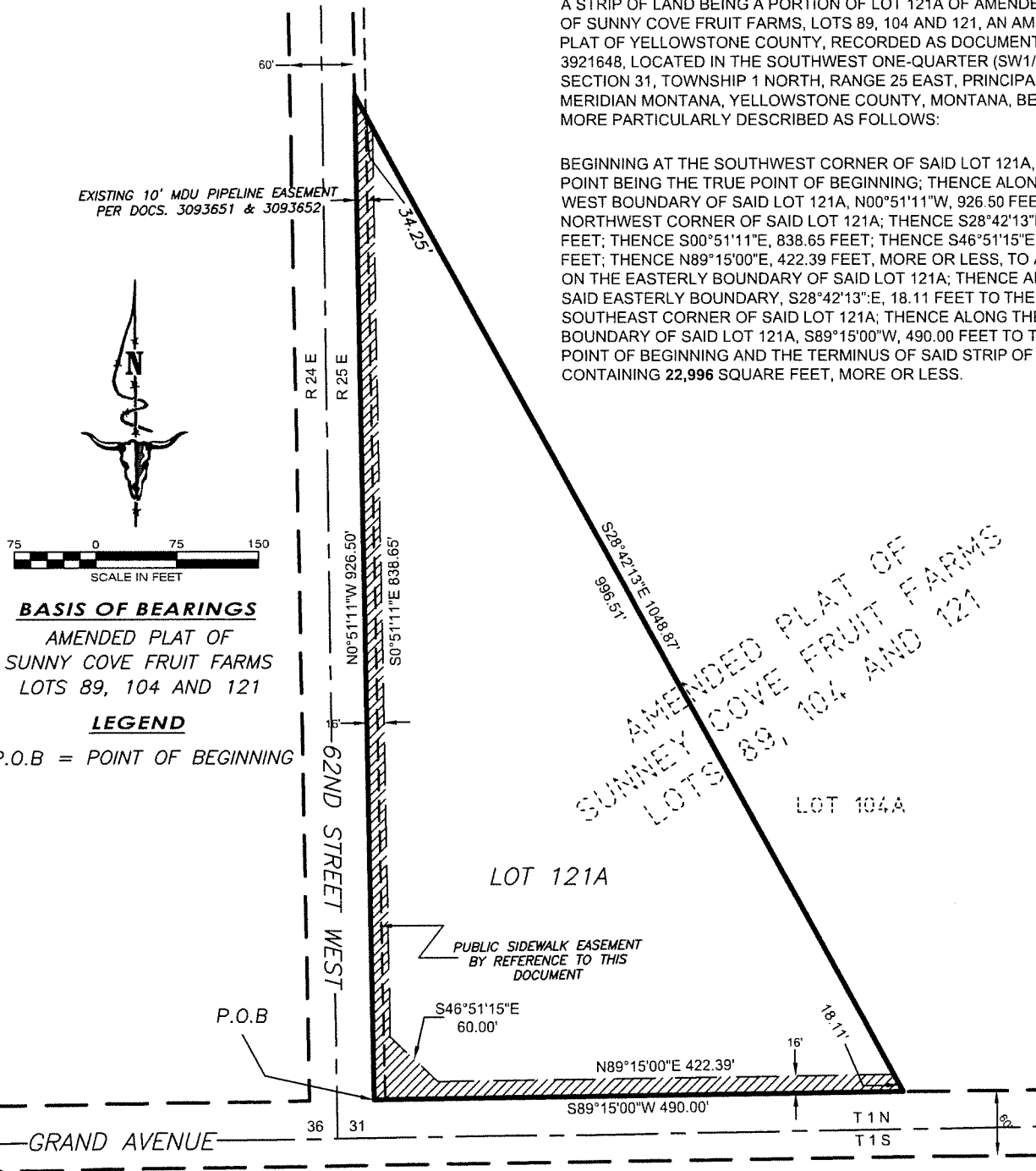
EXHIBIT "A"

DEPICTING A PUBLIC SIDEWALK EASEMENT ON LOT 121A OF AMENDED PLAT OF SUNNY COVE FRUIT FARMS, LOTS 89, 104 AND 121 LOCATED IN THE SW1/4 OF SEC. 31, T.01N., R.25.E, P.M.M., YELLOWSTONE COUNTY, MONTANA

LEGAL DESCRIPTION

A STRIP OF LAND BEING A PORTION OF LOT 121A OF AMENDED PLAT OF SUNNY COVE FRUIT FARMS, LOTS 89, 104 AND 121, AN AMENDED PLAT OF YELLOWSTONE COUNTY, RECORDED AS DOCUMENT NO. 3921648, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 25 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 121A, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 121A, $N00^{\circ}51'11''W$, 926.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 121A; THENCE $S28^{\circ}42'13''E$, 34.25 FEET; THENCE $S00^{\circ}51'11''E$, 838.65 FEET; THENCE $S46^{\circ}51'15''E$, 60.00 FEET; THENCE $N89^{\circ}15'00''E$, 422.39 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 121A; THENCE ALONG SAID EASTERLY BOUNDARY, $S28^{\circ}42'13''E$, 18.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 121A; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 121A, $S89^{\circ}15'00''W$, 490.00 FEET TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF SAID STRIP OF LAND. CONTAINING 22,996 SQUARE FEET, MORE OR LESS.



BASIS OF BEARINGS

AMENDED PLAT OF
SUNNY COVE FRUIT FARMS
LOTS 89, 104 AND 121

LEGEND

P.O.B = POINT OF BEGINNING



1817 SOUTH AVE. W. STE. A PH: 406.721.0142
 MISSOULA, MT FAX: 406.721.5224
 59801 www.imegcorp.com

PUBLIC SIDEWALK EASEMENT
 GRAND AVE. STORAGE
 LOT 121A OF AMENDED PLAT OF SUNNY COVE FRUIT FARMS, LOTS 89, 104 AND 121
 BILLINGS, MONTANA
 YELLOWSTONE COUNTY

PROJECT#: 20002184
 TAB:
 DRAFTER: LK
 DATE: 11/17/2021
 SHEET 1 OF 1

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 12/14/2021

Title: Gainan G5 LLC Parking Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Parking Lot Lease Extension G5, LLC

BACKGROUND:

Reviewed by legal.

RECOMMENDED ACTION:

Approve.

Attachments

Parking Lot Lease Extension G5

RECIPROCAL PARKING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021 by and between the current Owner or its assignee ("Owner") of the Property described below, with a mailing address of 315 Main Street, G5, LLC, 4554 Upland Drive, Billings Montana 59106 and Yellowstone County, MT ("County") with a mailing address of 217 North 21st Street, Billings, Montana 59101 (collectively "Parties").

RECITALS

WHEREAS, Owner is the owner of property on the northeast corner of Main Street and Swords Lane, commonly known as 315 Main Street, Billings, Yellowstone County, Montana, and more particularly described as follows:

Tract 3, Certificate of Survey No. 90 (Gauger Acres), situated in the SW $\frac{1}{4}$ of Section 27, Township 1 North, Range 26 East, P.M M., Yellowstone County, Montana.

(collectively "Property").

WHEREAS, County owns adjacent property located in Billings, Yellowstone County, Montana and more particularly as follows:

A parcel of land situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana.

("Yellowstone County Property").

WHEREAS, County is authorized to lease its real property pursuant to the terms of Section 7-8-2231, MCA so long as the lease period does not exceed ten years;

WHEREAS, the County's property subject to this lease is not currently necessary to conduct the County's business;

WHEREAS, the leased property must be subject to possible sale by the County during the term of this agreement;

WHEREAS, the parties have agreed to enter into a reciprocal agreement for the benefit of the Owner Property and the Yellowstone County Property for the development of up to 60 spaces; and,

WHEREAS the Parties have previously entered into such an agreement, to mutual benefit of both.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Use of Parking Area on County Property. The parties agree that customers, agents, employees, and invitees of the businesses located on the Owner Property may use spaces on the Yellowstone County Property. The parking area shall be used solely for parking vehicles of customers, agents, employees and invitees of the businesses located on the Owner Property and the Yellowstone County Property and for no other purposes and only in accordance with the terms of this Agreement subject to the provisions contained in Section 2 of this agreement.

2. The parties agree that a County park is located directly adjacent to the subject County property. As partial consideration for the County leasing the subject property to Owner, Owner agrees to allow the public to park on the County portion of the parking lot. The public may make use of this portion of the parking lot during times that the County Park is open to the public however extended or overnight use of the parking lot is strictly prohibited except by the express written consent of Owner. Further, the parking is intended for normal vehicular traffic including automobiles, pick-up trucks, motorcycles and bicycles. Boats, trailers, recreational vehicles and their equivalents are strictly prohibited except by consent of Owner.

3. Parking Fees. There shall be no parking fees due to either party under this Agreement.

4. Ten-Year Term. This Agreement shall commence on the date stated above and shall run for a period of ten years. This Agreement shall run with the land, and be binding upon the trustees, beneficiaries, heirs, personal and legal representatives, successors and permitted assigns of the parties but is subject to the other provisions of this agreement.

5. Maintenance. The Parking Area shall be maintained by Owner, except that if the Parking Area is damaged by the intentional negligence or wanton disregard of County's agents, invitees or employees, County shall be responsible for the repair of such damage.

6. Disposition of the Property Upon Lease Termination. Upon the termination of this lease, the property shall revert to the County without further consideration to Owner, provided, that should the County sell the subject property during the term of this lease to any party other than Owner or its successors or assigns (and subject to the provisions of Title 7, Chapter A, Part 22 of the Montana Code Annotated), the proportionate cost of the improvements to the subject County property shall be paid by the County to Owner, its successors or assigns.

7. Liability and Indemnification. Each party shall be solely responsible and liable for the vehicles, property and person of its customers, agents, invitees, or employees utilizing the County Parking Area or the Owner parking spaces. Each party hereby indemnifies the other and holds the other harmless from and against any and all liabilities, claims, damages, fine, judgments, penalties, costs, expenses or losses, including without limitation, attorney and paralegal fees and costs arising from or relating to the other's use of the Parking Area or Owner parking spaces pursuant to this Agreement.

8. Assignment. Except for conveyance by deed or similar document transferring title to the above-described properties, the parties shall not assign any of their privileges under this Agreement.

9. Entire Agreement. This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, understandings, and agreements, if any, relating to the Parking Area and Owner parking spaces. This Agreement may be amended, modified or supplemented only by an instrument in writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Parking Agreement the day of
Year first above written.

Owner

By: _____
Todd Gainan, President and CEO

YELLOWSTONE COUNTY, MONTANA

By: _____
Donald W. Jones, Chairman

By: _____
John Ostlund, Member

By: _____
Denis Pitman, Member

ATTEST

By: _____
Jeff Martin, Clerk & Recorder

B.O.C.C. Regular

Agenda Item 1. c.

Meeting Date: 12/14/2021

Title: Zimmerman Home Place Sub 1st Filing

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Consent to Conveyance and Recording Zimmerman Home Place Subdivision 1st Filing and the Declaration of Restriction on Transfers and Conveyances

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Zimmerman Home Place Subdivision

After Recording, Return to:
Chicago Title Company
1575 Shiloh Road, Suite J
Billings, MT 59106

CONSENT TO CONVEYANCE AND RECORDING
ZIMMERMAN HOME PLACE SUBDIVISION, FIRST FILING

THIS CONSENT is made this ___ day of December, 2021, by the undersigned,
YELLOWSTONE COUNTY, Montana.

WITNESSETH:

WHEREAS, the hereinafter described real property is subject to that certain Declaration of Restriction on Transfers and Conveyances (hereinafter the "Declaration") dated the 9th day of March, 2017, and recorded the 17th day of April, 2017, under Document No. 3811346, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to the terms of that certain Subdivision Improvements Agreement (hereinafter the "SIA") dated the 9th day of March, 2017, and recorded the 17th day of April, 2017, under Document No. 3811345, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, the Declarant, KZ Bar Limited Partnership, is the owner of certain lots in Zimmerman Home Place Subdivision, First Filing, situated in Yellowstone County, Montana, hereinafter referred to as the "Subdivision," more particularly described as follows:

Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, of Plat of Zimmerman Home Place Subdivision, First Filing, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3811344 (hereinafter the "Property"); and

WHEREAS, in accordance with the provisions of said SIA and the Declaration, the Declarant, KZ Bar Limited Partnership, is not precluded or restricted from selling,

conveying and/or transferring all of the lots remaining subject to the terms of the Declaration, as one unit or group, to a third party, parties or entities; **provided that** such sale shall be subject to the Declaration and the lots shall continue to be subject to the restrictions provided therein against the sale, transfer and conveyance until a release has been executed and recorded; and

WHEREAS, KZ BAR LIMITED PARTNERSHIP desires to sell to HIGHLANDS APARTMENTS, LLC, a Montana Limited Liability Company, of 2116 Broadwater, Unit #101, Billings, Montana 59102, and LUDWIG CONSULTING, LLC, a Montana Limited Liability Company, of 5445 Green Teal Drive, Billings, Montana 59106, as tenants in common, all of the remaining lots subject to the terms of the Declaration in the Subdivision as one unit or group;

NOW, THEREFORE, in consideration of these premises, YELLOWSTONE COUNTY, Montana, consents to the sale and the recording of the Warranty Deed from KZ BAR LIMITED PARTNERSHIP to HIGHLANDS APARTMENTS, LLC, a Montana Limited Liability Company, of 2116 Broadwater, Unit #101, Billings, Montana 59102, and LUDWIG CONSULTING, LLC, a Montana Limited Liability Company, of 5445 Green Teal Drive, Billings, Montana 59106, as tenants in common, **provided that** that the Warranty Deed shall transfer or convey the Property subject to the Declaration and the Property shall continue to be subject to the restrictions therein provided against the sale, transfer and conveyance until a release has been executed and recorded; and **further provided** that HIGHLANDS APARTMENTS, LLC and LUDWIG CONSULTING, LLC execute and record the attached "Declaration of Restriction on Transfers and Conveyance – Zimmerman Home Place Subdivision, First Filing."

The undersigned do not release the restrictions and conditions contained in said Declaration, and any sale, transfer or conveyance of the Property is subject to the restrictions provided therein.

**COUNTY OF YELLOWSTONE
BOARD OF COUNTY COMMISSIONERS**

By _____

By _____

By _____

Attest: _____
County Clerk

STATE OF MONTANA)
): ss.
County of Yellowstone)

On this ____ day of _____, 202____, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the representatives of the Board of Commissioners and the County Clerk for Yellowstone County, Montana, the persons who signed the foregoing instrument, and acknowledged to me that they executed the same.

Witness my hand and seal the day and year hereinbefore written.

Signature of Notary

After Recording, Return to:
Chicago Title Company
1575 Shiloh Road, Suite J
Billings, MT 59106

DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

ZIMMERMAN HOME PLACE SUBDIVISION, FIRST FILING

THIS DECLARATION, made this ___ day of December, 2021, by **HIGHLANDS APARTMENTS, LLC**, a Montana Limited Liability Company, of 2116 Broadwater, Unit #101, Billings, Montana 59102, and **LUDWIG CONSULTING, LLC**, a Montana Limited Liability Company, of 5445 Green Teal Drive, Billings, Montana 59106, as tenants in common, hereinafter referred to as "Declarants."

W I T N E S S E T H:

WHEREAS, the Declarants are the owner of the certain lots in Zimmerman Home Place Subdivision, First Filing, situated in Yellowstone County, Montana, hereinafter referred to as the "Subdivision", more particularly described as follows:

Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, of Plat of Zimmerman Home Place Subdivision, First Filing, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3811344 (hereinafter the "Property"); and

WHEREAS, in connection with the filing of the plat of the Subdivision, KZ BAR LIMITED PARTNERSHIP executed that certain Subdivision Improvement Agreement and Waiver filed in the official records of Yellowstone County, Montana on April 17, 2017 under Document No. 3811345, to Yellowstone County, which agreement contains restrictions against the sale, conveyance, or transfer of certain lots in the Subdivision until such time as a private contract has been executed, providing for the installation and construction of required public improvements; and

WHEREAS, KZ BAR LIMITED PARTNERSHIP executed that certain Declaration of Restrictions on Transfers and Conveyances for Zimmerman Home Place Subdivision, First Filing, recorded in the official records of Yellowstone County, Montana, on April 17, 2017 under Document No. 3811346 (hereinafter "2017 Declaration"), which 2017 Declaration contains restrictions against the sale, conveyance, or transfer of certain lots in the Subdivision until such time as a private contract has been executed, providing for the installation and construction of required public improvements; and

WHEREAS, the terms, conditions and restrictions contained in the 2017 Declaration did not preclude or restrict the ability of KZ BAR LIMITED PARTNERSHIP to sell, convey and transfer all of the above-described lots, or those lots remaining subject to the terms of the 2017 Declaration, as one unit or group, to a third party, parties or entities; *provided, however*, that such sale shall be subject to the 2017 Declaration and lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; and

WHEREAS, the sale from KZ BAR LIMITED PARTNERSHIP to the Declarants herein was a sale, conveyance and transfer of all of the remaining lots subject to the terms of the 2017 Declaration in the Subdivision as one unit or group; and

WHEREAS, YELLOWSTONE COUNTY, Montana, consented to the sale and recording of the Warranty Deed from KZ BAR LIMITED PARTNERSHIP to Declarants provided that that the Warranty Deed shall transfer or convey the Property subject to the 2017 Declaration and the Property shall continue to be subject to the restrictions therein provided against the sale, transfer and conveyance until a release has been executed and recorded; and

WHEREAS, in order to evidence the restriction more fully against sale, conveyance, or transfer, and to give third parties notice of such restrictions, the Declarants desire to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of the premises, the Declarants, for them and their successors and assigns, does hereby declare:

1. Declarants herein hereby assume all of Declarant's rights, liabilities and obligations under the 2017 Declaration and that certain Subdivision Improvement Agreement and Waiver filed in the official records of Yellowstone County, Montana on April 17, 2017 under Document No. 3811345.
2. Except as hereinafter provided, the Declarants do hereby agree and declare that the following described lots shall not be sold, transferred or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Future Phases

Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; all in Zimmerman Home Place Subdivision, First Filing in Yellowstone County, according to the official plat

on file in the office of the Clerk and Recorder of Yellowstone County, Montana (3 lots total).

3. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer or conveyance of the above-described lots until such time as a private contract has been executed and/or necessary funding guarantees provided, as the case may be, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement and those public improvements that may be described in a future Development Agreement with the City of Billings, said agreement to be required at the time of annexation into the City of Billings. It is anticipated, however, that the Declarants will develop Zimmerman Home Place Subdivision, First Filing, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard, a release of some but not all of the above-described lots may be executed and recorded, from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated and of no further force and effect.
4. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by Yellowstone County, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence of all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
5. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE, OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT YELLOWSTONE COUNTY MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
6. The terms, conditions and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarants to (a) sell, convey and transfer all of the above-described lots, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer, nor

shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.

7. Declarants acknowledge and agree that Declarants accepted title to the Property subject to the terms of the 2017 Declaration and the lots shall continue to be subject to the restrictions contained in the 2017 Declaration and the Subdivision Improvement Agreement and Waiver filed in the official records of Yellowstone County, Montana on April 17, 2017 under Document No. 3811345.

8. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarants, Yellowstone County, and their successors and assigns.

IN WITNESS WHEREOF, the Declarants have executed this Declaration the day and year first above written.

Owners / Declarants

HIGHLANDS APARTMENTS, LLC
a Montana Limited Liability Company

Printed Name: _____
Title: _____

LUDWIG CONSULTING, LLC
a Montana Limited Liability Company

Printed Name: _____
Title: _____

(NOTARIES ON THE FOLLOWING PAGE)

After Recording, Return to:
Chicago Title Company
1575 Shiloh Road, Suite J
Billings, MT 59106

CONSENT TO CONVEYANCE AND RECORDING
ZIMMERMAN HOME PLACE SUBDIVISION, FIRST FILING

THIS CONSENT is made this ___ day of December, 2021, by the undersigned,
YELLOWSTONE COUNTY, Montana.

WITNESSETH:

WHEREAS, the hereinafter described real property is subject to that certain Declaration of Restriction on Transfers and Conveyances (hereinafter the "Declaration") dated the 9th day of March, 2017, and recorded the 17th day of April, 2017, under Document No. 3811346, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to the terms of that certain Subdivision Improvements Agreement (hereinafter the "SIA") dated the 9th day of March, 2017, and recorded the 17th day of April, 2017, under Document No. 3811345, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, the Declarant, KZ Bar Limited Partnership, is the owner of certain lots in Zimmerman Home Place Subdivision, First Filing, situated in Yellowstone County, Montana, hereinafter referred to as the "Subdivision," more particularly described as follows:

Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, of Plat of Zimmerman Home Place Subdivision, First Filing, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3811344 (hereinafter the "Property"); and

WHEREAS, in accordance with the provisions of said SIA and the Declaration, the Declarant, KZ Bar Limited Partnership, is not precluded or restricted from selling,

conveying and/or transferring all of the lots remaining subject to the terms of the Declaration, as one unit or group, to a third party, parties or entities; **provided that** such sale shall be subject to the Declaration and the lots shall continue to be subject to the restrictions provided therein against the sale, transfer and conveyance until a release has been executed and recorded; and

WHEREAS, KZ BAR LIMITED PARTNERSHIP desires to sell to HIGHLANDS APARTMENTS, LLC, a Montana Limited Liability Company, of 2116 Broadwater, Unit #101, Billings, Montana 59102, and LUDWIG CONSULTING, LLC, a Montana Limited Liability Company, of 5445 Green Teal Drive, Billings, Montana 59106, as tenants in common, all of the remaining lots subject to the terms of the Declaration in the Subdivision as one unit or group;

NOW, THEREFORE, in consideration of these premises, YELLOWSTONE COUNTY, Montana, consents to the sale and the recording of the Warranty Deed from KZ BAR LIMITED PARTNERSHIP to HIGHLANDS APARTMENTS, LLC, a Montana Limited Liability Company, of 2116 Broadwater, Unit #101, Billings, Montana 59102, and LUDWIG CONSULTING, LLC, a Montana Limited Liability Company, of 5445 Green Teal Drive, Billings, Montana 59106, as tenants in common, **provided that** that the Warranty Deed shall transfer or convey the Property subject to the Declaration and the Property shall continue to be subject to the restrictions therein provided against the sale, transfer and conveyance until a release has been executed and recorded; and **further provided** that HIGHLANDS APARTMENTS, LLC and LUDWIG CONSULTING, LLC execute and record the attached "Declaration of Restriction on Transfers and Conveyance – Zimmerman Home Place Subdivision, First Filing."

The undersigned do not release the restrictions and conditions contained in said Declaration, and any sale, transfer or conveyance of the Property is subject to the restrictions provided therein.

**COUNTY OF YELLOWSTONE
BOARD OF COUNTY COMMISSIONERS**

By _____

By _____

By _____

Attest: _____
County Clerk

STATE OF MONTANA)
) : ss.
County of Yellowstone)

On this ____ day of _____, 202____, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the representatives of the Board of Commissioners and the County Clerk for Yellowstone County, Montana, the persons who signed the foregoing instrument, and acknowledged to me that they executed the same.

Witness my hand and seal the day and year hereinbefore written.

Signature of Notary

After Recording, Return to:
Chicago Title Company
1575 Shiloh Road, Suite J
Billings, MT 59106

DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES

ZIMMERMAN HOME PLACE SUBDIVISION, FIRST FILING

THIS DECLARATION, made this ___ day of December, 2021, by **HIGHLANDS APARTMENTS, LLC**, a Montana Limited Liability Company, of 2116 Broadwater, Unit #101, Billings, Montana 59102, and **LUDWIG CONSULTING, LLC**, a Montana Limited Liability Company, of 5445 Green Teal Drive, Billings, Montana 59106, as tenants in common, hereinafter referred to as "Declarants."

W I T N E S S E T H:

WHEREAS, the Declarants are the owner of the certain lots in Zimmerman Home Place Subdivision, First Filing, situated in Yellowstone County, Montana, hereinafter referred to as the "Subdivision", more particularly described as follows:

Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, of Plat of Zimmerman Home Place Subdivision, First Filing, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3811344 (hereinafter the "Property"); and

WHEREAS, in connection with the filing of the plat of the Subdivision, KZ BAR LIMITED PARTNERSHIP executed that certain Subdivision Improvement Agreement and Waiver filed in the official records of Yellowstone County, Montana on April 17, 2017 under Document No. 3811345, to Yellowstone County, which agreement contains restrictions against the sale, conveyance, or transfer of certain lots in the Subdivision until such time as a private contract has been executed, providing for the installation and construction of required public improvements; and

WHEREAS, KZ BAR LIMITED PARTNERSHIP executed that certain Declaration of Restrictions on Transfers and Conveyances for Zimmerman Home Place Subdivision, First Filing, recorded in the official records of Yellowstone County, Montana, on April 17, 2017 under Document No. 3811346 (hereinafter "2017 Declaration"), which 2017 Declaration contains restrictions against the sale, conveyance, or transfer of certain lots in the Subdivision until such time as a private contract has been executed, providing for the installation and construction of required public improvements; and

WHEREAS, the terms, conditions and restrictions contained in the 2017 Declaration did not preclude or restrict the ability of KZ BAR LIMITED PARTNERSHIP to sell, convey and transfer all of the above-described lots, or those lots remaining subject to the terms of the 2017 Declaration, as one unit or group, to a third party, parties or entities; **provided, however**, that such sale shall be subject to the 2017 Declaration and lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; and

WHEREAS, the sale from KZ BAR LIMITED PARTNERSHIP to the Declarants herein was a sale, conveyance and transfer of all of the remaining lots subject to the terms of the 2017 Declaration in the Subdivision as one unit or group; and

WHEREAS, YELLOWSTONE COUNTY, Montana, consented to the sale and recording of the Warranty Deed from KZ BAR LIMITED PARTNERSHIP to Declarants provided that that the Warranty Deed shall transfer or convey the Property subject to the 2017 Declaration and the Property shall continue to be subject to the restrictions therein provided against the sale, transfer and conveyance until a release has been executed and recorded; and

WHEREAS, in order to evidence the restriction more fully against sale, conveyance, or transfer, and to give third parties notice of such restrictions, the Declarants desire to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of the premises, the Declarants, for them and their successors and assigns, does hereby declare:

1. Declarants herein hereby assume all of Declarant's rights, liabilities and obligations under the 2017 Declaration and that certain Subdivision Improvement Agreement and Waiver filed in the official records of Yellowstone County, Montana on April 17, 2017 under Document No. 3811345.
2. Except as hereinafter provided, the Declarants do hereby agree and declare that the following described lots shall not be sold, transferred or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Future Phases

Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; all in Zimmerman Home Place Subdivision, First Filing in Yellowstone County, according to the official plat

on file in the office of the Clerk and Recorder of Yellowstone County, Montana (3 lots total).

3. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer or conveyance of the above-described lots until such time as a private contract has been executed and/or necessary funding guarantees provided, as the case may be, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement and those public improvements that may be described in a future Development Agreement with the City of Billings, said agreement to be required at the time of annexation into the City of Billings. It is anticipated, however, that the Declarants will develop Zimmerman Home Place Subdivision, First Filing, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard, a release of some but not all of the above-described lots may be executed and recorded, from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated and of no further force and effect.
4. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by Yellowstone County, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence of all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
5. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE, OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT YELLOWSTONE COUNTY MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
6. The terms, conditions and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarants to (a) sell, convey and transfer all of the above-described lots, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer, nor

shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.

7. Declarants acknowledge and agree that Declarants accepted title to the Property subject to the terms of the 2017 Declaration and the lots shall continue to be subject to the restrictions contained in the 2017 Declaration and the Subdivision Improvement Agreement and Waiver filed in the official records of Yellowstone County, Montana on April 17, 2017 under Document No. 3811345.

8. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarants, Yellowstone County, and their successors and assigns.

IN WITNESS WHEREOF, the Declarants have executed this Declaration the day and year first above written.

Owners / Declarants

HIGHLANDS APARTMENTS, LLC
a Montana Limited Liability Company

Printed Name: _____
Title: _____

LUDWIG CONSULTING, LLC
a Montana Limited Liability Company

Printed Name: _____
Title: _____

(NOTARIES ON THE FOLLOWING PAGE)

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this ___ day of December, 2021, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of **HIGHLANDS APARTMENTS, LLC**, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, having first been authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing at _____
My Commission Expires: 20 _____

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this ___ day of December, 2021, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of **LUDWIG CONSULTING, LLC**, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, having first been authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing at _____
My Commission Expires: 20 _____

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 12/14/2021

Title: Board Reappointments

Submitted By: Erika Guy

TOPIC:

Board Reappointment - Stuart Keller to Weed Control Board

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and mail

Attachments

Weed Control Board

Yellowstone County



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

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

December 14th, 2021

Mr. Stuart Keller
4850 Keller-Welborn Rd
Worden, MT 59088

RE: Re-appointment to Weed Control Board

Dear Mr. Keller,

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 December 31, 2024.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

BOCC/eg

c: Board File - Clerk & Recorder
Mr. Joe Lockwood, 3319 King Ave., Billings, MT 59101
Mr. Norman Miller, 4507 Palisades Park Dr., Billings, MT 59106

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NOV 20 2018
12/1/21
Revs: app

NAME: Stuart Keller HOME PHONE: 406-875-2148
ADDRESS: 4850 Keller - Welborn Rd. WORK PHONE: 406-860-8924
CITY: Worland STATE: MT. ZIP: 59088
BUSINESS OR JOB: Rancher - Farmer
E-MAIL ADDRESS: StuartColeraK@gmail.com
BOARD OR COMMISSION APPLIED FOR: Board member

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 serving on the weed board for two years. I am familiar with noxious weeds having farmed for several years.

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

I have been on this board for two years and I have learned and enjoyed having the opportunity to serve.

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

Stuart Keller
Signature

11-6-18
Date

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

OFFICE USE ONLY:

APPOINTED: YES NO DATE 12/14/21

TERM EXPIRATION DATE: 12/31/24

(Circle one)

ORIGINAL APPOINTMENT REAPPOINTMENT TERM NO: 3

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 12/14/2021

Title: BUFSA MDV

Submitted By: Erika Guy

TOPIC:

BUFSA Disabled Vet Property Tax Reduction

BACKGROUND:

See Attachments

RECOMMENDED ACTION:

Sign and mail

Attachments

BUFSA Letter

BUFSA Properties

December 14, 2021

Montana Department of Revenue
Attn: Marci Shafer, Property Valuation Specialist Manager
175 N. 27th Street, Suite 1400
Billings, Montana 59101:

Dear Ms. Shafer:

As the governing body of the Billings Urban Fire Service Area (BUFSA), we are requesting adjustments to reflect reductions in this year's rates on properties that also qualify under the State of Montana's Disabled Vet (MDV) and the PTAP programs. We seek to follow the qualified percentage reductions allowed on general taxation to be applied to BUFSA assessments.

We are attaching two schedules for your review and use, covering each program and the qualifying properties for this current year. We have included both the current rate and the adjusted rate for each. Please utilize these schedules to generate reduction paperwork that you will forward to the Yellowstone County Treasurer's office in order that tax bills can be adjusted.

It is our assumption that for those statements paid in whole or in part, either an adjustment will be made to the second half due in May 2022, or a refund check will be issued to the taxpayer involved. Thank you for your prompt attention to this matter.

Sincerely,

Donald W. Jones, Chairperson

John Ostlund, Member

Denis Pitman, Member

BUFSA Fees Assessed to Disabled Vet Properties - Tax Year 2021

CountyName	PropertyNumber	AssessmentCode	Levy	Status	EffDate	TermDate	BenLev100	Original BUFSA Assess	Adjusted BUFSA Assess
Yellowstone	03-0926-07-3-01-04-8001	1002757	8-UF	Granted	1/1/2021	12/31/2021	Yes	Not yet levied	\$0.00
Yellowstone	03-0926-33-4-11-01-9011	1003106	4-UF	Granted	1/1/2021	12/31/2021	Yes	Not yet levied	\$0.00
Yellowstone	03-0926-34-3-14-05-8001	1006471	4-UF	Granted	1/1/2021	12/31/2021	Yes	Not yet levied	\$0.00
Yellowstone	03-0927-02-3-05-01-0000	000A138110	02-UF	Granted	1/1/2021	12/31/2021	Yes	\$250.00	\$0.00
Yellowstone	03-0927-16-1-10-09-0000	000A193551	02-UF	Granted	1/1/2021	12/31/2021	Yes	\$100.00	\$0.00
Yellowstone	03-0927-15-1-18-01-0000	000A193680	02-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00
Yellowstone	03-0926-34-2-17-05-0000	000C025000	4-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00
Yellowstone	03-1033-11-1-08-20-0000	000C055310	052-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00
Yellowstone	03-0926-07-3-01-04-0000	000C062020	8-UF	Granted	1/1/2021	12/31/2021	Yes	\$100.00	\$0.00
Yellowstone	03-1032-29-4-25-05-0000	000C067750	02-UF	Granted	1/1/2021	12/31/2021	Yes	\$600.00	\$0.00
Yellowstone	03-0926-03-4-03-02-0000	000C076510	02-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00
Yellowstone	03-0927-19-1-11-08-0000	000C085730	023-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00
Yellowstone	03-0926-22-3-01-14-0000	000C109560	4-UF	Granted	1/1/2021	12/31/2021	Yes	\$600.00	\$0.00
Yellowstone	03-0926-34-3-14-05-0000	000C117340	4-UF	Granted	1/1/2021	12/31/2021	Yes	\$0.17	\$0.00
Yellowstone	03-0926-33-1-30-31-0000	000C125020	4-UF	Granted	1/1/2021	12/31/2021	Yes	\$600.00	\$0.00
Yellowstone	03-0926-33-1-30-03-0000	000C127050	4-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00
Yellowstone	03-1033-24-2-60-44-0000	000C139030	02-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00
Yellowstone	03-1033-02-2-16-11-0000	000C174230	052-UF	Granted	1/1/2021	12/31/2021	Yes	\$600.00	\$0.00
Yellowstone	03-0926-20-1-09-06-0000	000D007340	8-UF	Granted	1/1/2021	12/31/2021	Yes	\$600.00	\$0.00
Yellowstone	03-0926-28-3-13-15-0000	000D009160	4-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00
Yellowstone	03-1033-02-4-16-01-0000	000D049680	052-UF	Granted	1/1/2021	12/31/2021	Yes	\$600.00	\$0.00
Yellowstone	03-1033-26-2-05-05-0000	000D055170	02-UF	Granted	1/1/2021	12/31/2021	Yes	\$450.00	\$0.00

\$8,100.17

Yellowstone County Board of Commissioners decided to reduce BUFSA charges on the same proportion that the Montana DOR reduces general taxes. They have requested the DOR adjust listed tax codes as indicated on this spreadsheet

BUFSA Fees Assessed to P/TAP Properties - Tax Year 2021

CountyName	PropertyNumber	AssessmentCode	EffDate	TermDate	TotalMarketValue	TotalTaxable Value	Benlev30	Benlev50	Benlev80	Original	Adjusted
Yellowstone	03-1033-01-2-06-15-8001	1000396	01/01/2021	12/31/2021	\$4,270	\$0		Yes		Not yet levied	BUFSA Assess
Yellowstone	03-0926-27-1-01-01-8001	1000588	01/01/2021	12/31/2021	\$4,270	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-16-1-13-06-8002	1001106	01/01/2021	12/31/2021	\$13,980	\$38			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-10-17-8001	1001537	01/01/2021	12/31/2021	\$7,160	\$5			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-16-1-13-01-9002	1001820	01/01/2021	12/31/2021	\$16,700	\$114		Yes		Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-01-02-0001	1001879	01/01/2021	12/31/2021	\$6,200	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-11-3-02-07-0001	1002256	01/01/2021	12/31/2021	\$8,410	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-19-1-03-05-9002	1002270	01/01/2021	12/31/2021	\$4,310	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-28-3-07-01-9001	1002741	01/01/2021	12/31/2021	\$6,550	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-24-4-07-05-0001	1003228	01/01/2021	12/31/2021	\$16,430	\$112		Yes		Not yet levied	BUFSA Assess
Yellowstone	03-0926-07-3-01-15-8001	1003280	01/01/2021	12/31/2021	\$9,280	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-16-1-11-08-8001	1004375	01/01/2021	12/31/2021	\$5,060	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-33-2-17-02-9006	1004408	01/01/2021	12/31/2021	\$6,300	\$1			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-30-4-14-13-8004	1004512	01/01/2021	12/31/2021	\$13,020	\$35			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-09-16-8001	1004601	01/01/2021	12/31/2021	\$14,470	\$39			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-16-1-01-05-9001	1004855	01/01/2021	12/31/2021	\$6,190	\$3			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-18-07-0001	1004879	01/01/2021	12/31/2021	\$9,720	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-30-4-02-11-8001	1006033	01/01/2021	12/31/2021	\$13,970	\$95		Yes		Not yet levied	BUFSA Assess
Yellowstone	03-0927-16-1-13-01-9007	1006326	01/01/2021	12/31/2021	\$12,500	\$34			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-34-3-11-01-9001	1006692	01/01/2021	12/31/2021	\$35,400	\$96			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-16-1-13-01-8700	1006700	01/01/2021	12/31/2021	\$7,900	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-17-2-12-19-8001	1007193	01/01/2021	12/31/2021	\$56,780	\$153			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-28-3-07-01-9005	1007224	01/01/2021	12/31/2021	\$4,900	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-11-2-08-03-0101	1007536	01/01/2021	12/31/2021	\$8,900	\$1			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-33-4-16-21-0002	1007740	01/01/2021	12/31/2021	\$17,080	\$46			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0926-07-3-11-03-8001	1008179	01/01/2021	12/31/2021	\$31,220	\$84			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-11-06-8002	1008794	01/01/2021	12/31/2021	\$1,470	\$0			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-19-1-03-08-9035	1009130	01/01/2021	12/31/2021	\$5,190	\$15			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-2-10-11-8001	1009306	01/01/2021	12/31/2021	\$25,330	\$68			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-18-07-0000	000A022610	01/01/2021	12/31/2021	\$35,748	\$96			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-18-11-0000	000A022650	01/01/2021	12/31/2021	\$45,768	\$123			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-16-07-0000	000A065870	01/01/2021	12/31/2021	\$144,300	\$390			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-4-16-21-0000	000A066010	01/01/2021	12/31/2021	\$196,400	\$530			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-3-05-10-0000	000A080710	01/01/2021	12/31/2021	\$138,942	\$375			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-3-05-06-0000	000A080720	01/01/2021	12/31/2021	\$204,400	\$599			Yes	Not yet levied	BUFSA Assess
Yellowstone	03-0927-10-3-05-02-0000	000A080760	01/01/2021	12/31/2021	\$168,000	\$454			Yes	Not yet levied	BUFSA Assess

BUFSA Fees Assessed toPTAP Properties - Tax Year 2021

CountyName	PropertyNumber	AssessmentCode	EffDate	TermDate	TotalMarketValue	TotalTaxable Value	BenLev30	BenLev50	BenLev80
Yellowstone	03-0926-04-4-16-08-0000	000A257690	01/01/2021	12/31/2021	\$286,100	\$1,702			Yes
Yellowstone	03-0926-04-4-30-08-0000	000A273420	01/01/2021	12/31/2021	\$340,900	\$3,802	Yes		
Yellowstone	03-1033-24-2-01-08-0000	000C000750	01/01/2021	12/31/2021	\$209,900	\$674		Yes	
Yellowstone	03-1033-13-2-01-44-0000	000C002110	01/01/2021	12/31/2021	\$199,000	\$537		Yes	
Yellowstone	03-1033-14-2-15-14-0000	000C002660	01/01/2021	12/31/2021	\$229,200	\$2,294			Yes
Yellowstone	03-1033-14-2-13-22-0000	000C00292A	01/01/2021	12/31/2021	\$203,700	\$590		Yes	
Yellowstone	03-1033-14-2-13-06-0000	000C00298B	01/01/2021	12/31/2021	\$190,900	\$515		Yes	
Yellowstone	03-0926-04-2-27-02-0000	000C01871A	01/01/2021	12/31/2021	\$120,488	\$325		Yes	
Yellowstone	03-0926-09-1-08-01-0000	000C018760	01/01/2021	12/31/2021	\$163,435	\$441		Yes	
Yellowstone	03-0926-28-4-01-08-0000	000C02474B	01/01/2021	12/31/2021	\$96,200	\$260		Yes	
Yellowstone	03-0926-34-2-17-12-0000	000C024950	01/01/2021	12/31/2021	\$262,600	\$1,385		Yes	
Yellowstone	03-0926-34-2-17-04-0000	000C025010	01/01/2021	12/31/2021	\$256,300	\$2,660	Yes		
Yellowstone	03-0926-34-2-17-02-0000	000C025020	01/01/2021	12/31/2021	\$273,700	\$1,535		Yes	
Yellowstone	03-0926-34-2-17-01-0000	000C025030	01/01/2021	12/31/2021	\$235,000	\$2,373	Yes		
Yellowstone	03-0926-28-3-05-08-0000	000C025400	01/01/2021	12/31/2021	\$233,200	\$988		Yes	
Yellowstone	03-0926-23-3-10-04-0000	000C025530	01/01/2021	12/31/2021	\$194,900	\$526		Yes	
Yellowstone	03-0926-21-3-06-02-0000	000C02557C	01/01/2021	12/31/2021	\$334,100	\$2,350		Yes	
Yellowstone	03-1032-32-2-18-07-0000	000C034400	01/01/2021	12/31/2021	\$252,800	\$1,253		Yes	
Yellowstone	03-0926-13-4-04-05-0000	000C036230	01/01/2021	12/31/2021	\$245,900	\$1,160		Yes	
Yellowstone	03-0926-26-2-08-01-0000	000C036450	01/01/2021	12/31/2021	\$172,700	\$466		Yes	
Yellowstone	03-0926-24-4-07-05-0000	000C036460	01/01/2021	12/31/2021	\$129,121	\$878		Yes	
Yellowstone	03-1033-01-3-08-01-0000	000C036460	01/01/2021	12/31/2021	\$215,900	\$755		Yes	
Yellowstone	03-1033-11-2-09-21-0000	000C036460	01/01/2021	12/31/2021	\$205,300	\$612		Yes	
Yellowstone	03-1033-11-1-02-01-0000	000C036460	01/01/2021	12/31/2021	\$291,700	\$2,598	Yes		
Yellowstone	03-1032-31-1-20-17-0000	000C036460	01/01/2021	12/31/2021	\$310,900	\$2,037		Yes	
Yellowstone	03-0926-07-3-11-23-0000	000C060760	01/01/2021	12/31/2021	\$94,166	\$254		Yes	
Yellowstone	03-0926-07-3-11-11-0000	000C061890	01/01/2021	12/31/2021	\$114,681	\$309		Yes	
Yellowstone	03-0926-07-3-11-03-0000	000C061940	01/01/2021	12/31/2021	\$61,331	\$165		Yes	
Yellowstone	03-0926-07-3-01-15-0000	000C062090	01/01/2021	12/31/2021	\$49,808	\$134		Yes	
Yellowstone	03-0926-07-3-01-17-0000	000C062100	01/01/2021	12/31/2021	\$86,488	\$233		Yes	
Yellowstone	03-1033-13-3-06-09-0000	000C062660	01/01/2021	12/31/2021	\$342,500	\$2,464		Yes	
Yellowstone	03-1033-13-3-06-11-0000	000C062670	01/01/2021	12/31/2021	\$385,500	\$3,864	Yes		
Yellowstone	03-1033-13-3-12-09-0000	000C062900	01/01/2021	12/31/2021	\$299,600	\$2,705	Yes		
Yellowstone	03-1033-13-3-12-19-0000	000C062950	01/01/2021	12/31/2021	\$259,800	\$2,167	Yes		
Yellowstone	03-1033-11-2-10-17-0000	000C064470	01/01/2021	12/31/2021	\$286,300	\$2,525	Yes		
Yellowstone	03-1033-13-2-20-11-0000	000C065190	01/01/2021	12/31/2021	\$264,200	\$2,227	Yes		

Original

Adjusted

BUFSA Assess	BUFSA Assess
\$450.00	\$90.00
\$450.00	\$315.00
\$300.00	\$60.00
\$250.00	\$50.00
\$300.00	\$210.00
\$300.00	\$60.00
\$250.00	\$50.00
\$150.00	\$30.00
\$250.00	\$50.00
\$100.00	\$20.00
\$450.00	\$90.00
\$450.00	\$315.00
\$300.00	\$60.00
\$250.00	\$50.00
\$300.00	\$210.00
\$300.00	\$60.00
\$250.00	\$50.00
\$150.00	\$30.00
\$250.00	\$50.00
\$100.00	\$20.00
\$0.22	\$0.04
\$100.00	\$20.00
\$450.00	\$90.00
\$450.00	\$225.00
\$450.00	\$225.00
\$450.00	\$225.00
\$450.00	\$225.00

BUFSA Fees Assessed toTPAP Properties - Tax Year 2021

CountyName	PropertyNumber	AssessmentCode	EffDate	TermDate	TotalMarketValue	TotalTaxable Value	BenLev30	BenLev50	BenLev80
Yellowstone	03-1033-13-2-20-07-0000	000C0655210	01/01/2021	12/31/2021	\$262,000	\$2,737	Yes		
Yellowstone	03-1033-23-1-08-06-0000	000C065420	01/01/2021	12/31/2021	\$217,700	\$779		Yes	
Yellowstone	03-1033-23-1-03-20-0000	000C065680	01/01/2021	12/31/2021	\$277,900	\$1,592			Yes
Yellowstone	03-1033-23-1-03-17-0000	000C065860	01/01/2021	12/31/2021	\$270,200	\$2,308	Yes		
Yellowstone	03-1033-23-4-10-04-0000	000C065870	01/01/2021	12/31/2021	\$211,900	\$1,521	Yes		
Yellowstone	03-1032-29-4-27-07-0000	000C068000	01/01/2021	12/31/2021	\$331,900	\$3,141	Yes		
Yellowstone	03-1033-01-3-10-07-0000	000C068750	01/01/2021	12/31/2021	\$283,000	\$1,661		Yes	Yes
Yellowstone	03-1033-02-4-03-14-0000	000C069150	01/01/2021	12/31/2021	\$287,400	\$2,540		Yes	
Yellowstone	03-1033-02-4-04-04-0000	000C069300	01/01/2021	12/31/2021	\$233,300	\$990		Yes	
Yellowstone	03-1033-11-1-17-10-0000	000C069400	01/01/2021	12/31/2021	\$298,800	\$1,874		Yes	
Yellowstone	03-1033-11-1-16-13-0000	000C076030	01/01/2021	12/31/2021	\$240,200	\$2,443	Yes		
Yellowstone	03-0926-03-4-03-08-0000	000C076450	01/01/2021	12/31/2021	\$298,000	\$1,863		Yes	
Yellowstone	03-0926-03-4-03-06-0000	000C076470	01/01/2021	12/31/2021	\$595,100	\$5,874		Yes	Yes
Yellowstone	03-0926-03-4-03-01-0000	000C076520	01/01/2021	12/31/2021	\$335,200	\$2,365		Yes	
Yellowstone	03-0926-03-4-01-21-0000	000C076600	01/01/2021	12/31/2021	\$357,700	\$4,029	Yes		
Yellowstone	03-1032-29-4-01-08-0000	000C092100	01/01/2021	12/31/2021	\$226,600	\$899		Yes	
Yellowstone	03-1032-31-2-10-12-0000	000C094060	01/01/2021	12/31/2021	\$392,300	\$3,136		Yes	
Yellowstone	03-1033-01-2-04-01-0000	000C095230	01/01/2021	12/31/2021	\$311,600	\$2,047		Yes	
Yellowstone	03-1033-01-2-03-25-0000	000C095370	01/01/2021	12/31/2021	\$223,800	\$861		Yes	
Yellowstone	03-1033-01-2-08-11-0000	000C095430	01/01/2021	12/31/2021	\$273,100	\$1,528		Yes	
Yellowstone	03-1033-01-2-09-23-0000	000C095600	01/01/2021	12/31/2021	\$304,200	\$1,947		Yes	
Yellowstone	03-1033-12-2-14-21-0000	000C103860	01/01/2021	12/31/2021	\$316,400	\$2,111		Yes	
Yellowstone	03-0926-22-3-09-09-0000	000C109270	01/01/2021	12/31/2021	\$335,100	\$3,184	Yes		
Yellowstone	03-0926-17-2-12-19-0000	000C117230	01/01/2021	12/31/2021	\$92,780	\$250		Yes	
Yellowstone	03-0926-09-3-03-10-0000	000C12036A	01/01/2021	12/31/2021	\$328,870	\$3,192		Yes	
Yellowstone	03-0926-07-4-90-01-0000	000C121640	01/01/2021	12/31/2021	\$313,500	\$2,072		Yes	
Yellowstone	03-0926-21-4-03-14-0000	000C125710	01/01/2021	12/31/2021	\$244,528	\$2,501	Yes		
Yellowstone	03-0926-04-1-02-35-0000	000C129190	01/01/2021	12/31/2021	\$449,000	\$3,902		Yes	
Yellowstone	03-1033-24-2-60-10-0000	000C138930	01/01/2021	12/31/2021	\$358,400	\$2,678		Yes	
Yellowstone	03-1033-14-4-14-07-0000	000C146950	01/01/2021	12/31/2021	\$351,300	\$2,583		Yes	
Yellowstone	03-1033-11-1-19-01-0000	000C148210	01/01/2021	12/31/2021	\$487,600	\$4,710		Yes	
Yellowstone	03-0926-30-2-04-01-0000	000C151940	01/01/2021	12/31/2021	\$333,700	\$3,705	Yes		
Yellowstone	03-0926-18-1-13-57-0000	000C173500	01/01/2021	12/31/2021	\$424,200	\$4,387	Yes		
Yellowstone	03-0926-06-3-07-01-0000	000D0004240	01/01/2021	12/31/2021	\$175,619	\$474		Yes	
Yellowstone	03-0926-07-3-08-01-0000	000D0004470	01/01/2021	12/31/2021	\$247,800	\$1,185		Yes	
Yellowstone	03-0926-18-3-17-05-0000	000D0006840	01/01/2021	12/31/2021	\$395,600	\$4,001	Yes		
Yellowstone	03-0926-24-2-19-05-0000	000D0008520	01/01/2021	12/31/2021	\$250,300	\$2,039	Yes		

Original

Adjusted

BUFSA Assess	BUFSA Assess
\$450.00	\$315.00
\$300.00	\$60.00
\$450.00	\$90.00
\$450.00	\$225.00
\$300.00	\$150.00
\$450.00	\$225.00
\$450.00	\$90.00
\$450.00	\$225.00
\$300.00	\$60.00
\$450.00	\$90.00
\$300.00	\$210.00
\$450.00	\$90.00
\$800.00	\$160.00
\$450.00	\$90.00
\$450.00	\$315.00
\$300.00	\$60.00
\$450.00	\$90.00
\$450.00	\$90.00
\$300.00	\$60.00
\$450.00	\$90.00
\$450.00	\$90.00
\$300.00	\$210.00
\$600.00	\$120.00
\$450.00	\$90.00
\$450.00	\$90.00
\$600.00	\$120.00
\$450.00	\$315.00
\$600.00	\$300.00
\$250.00	\$50.00
\$300.00	\$60.00
\$450.00	\$225.00
\$450.00	\$225.00

BUFSA Fees Assessed to TAP Properties - Tax Year 2021

County/Name	Property Number	Assessment Code	EffDate	TermDate	TotalMarketValue	TotalTaxable Value	Benlev30	Benlev50	Benlev80
Yellowstone	03-0926-24-2-15-04-0000	000D008530	01/01/2021	12/31/2021	\$124,238	\$336			Yes
Yellowstone	03-0926-25-2-05-01-0000	000D00883D	01/01/2021	12/31/2021	\$209,610	\$1,498	Yes		Yes
Yellowstone	03-0926-30-4-14-13-0000	000D009560	01/01/2021	12/31/2021	\$144,384	\$390		Yes	Yes
Yellowstone	03-0926-30-4-02-11-0000	000D009710	01/01/2021	12/31/2021	\$111,916	\$761	Yes		
Yellowstone	03-0926-30-4-02-09-0000	000D009720	01/01/2021	12/31/2021	\$195,186	\$1,327	Yes		
Yellowstone	03-0926-30-4-02-07-0000	000D009730	01/01/2021	12/31/2021	\$122,086	\$330		Yes	
Yellowstone	03-0926-30-4-04-03-0000	000D009990	01/01/2021	12/31/2021	\$150,086	\$405		Yes	Yes
Yellowstone	03-0926-30-4-05-05-0000	000D010030	01/01/2021	12/31/2021	\$135,946	\$1,292	Yes		Yes
Yellowstone	03-0926-33-3-03-01-0000	000D010570	01/01/2021	12/31/2021	\$386,600	\$3,059		Yes	Yes
Yellowstone	03-0926-33-3-11-11-0000	000D010790	01/01/2021	12/31/2021	\$330,500	\$2,302		Yes	Yes
Yellowstone	03-0926-33-1-15-19-0000	000D010860	01/01/2021	12/31/2021	\$387,400	\$3,070		Yes	Yes
Yellowstone	03-0926-33-1-17-19-0000	000D010950	01/01/2021	12/31/2021	\$361,300	\$3,538	Yes		Yes
Yellowstone	03-0926-33-1-06-01-0000	000D011070	01/01/2021	12/31/2021	\$459,700	\$4,866		Yes	
Yellowstone	03-0926-33-4-06-07-0000	000D011140	01/01/2021	12/31/2021	\$162,006	\$437		Yes	Yes
Yellowstone	03-0926-34-3-11-01-0000	000D011320	01/01/2021	12/31/2021	\$194,483	\$2,283		Yes	Yes
Yellowstone	03-0926-33-4-16-21-0000	000D011350	01/01/2021	12/31/2021	\$74,597	\$201		Yes	Yes
Yellowstone	03-0926-33-4-15-07-0000	000D011420	01/01/2021	12/31/2021	\$181,365	\$489		Yes	Yes
Yellowstone	03-0926-33-4-10-04-0000	000D011470	01/01/2021	12/31/2021	\$321,800	\$2,184		Yes	Yes
Yellowstone	03-0927-10-3-10-40-0000	000D016650	01/01/2021	12/31/2021	\$195,300	\$527		Yes	Yes
Yellowstone	03-0927-10-3-04-18-0000	000D016730	01/01/2021	12/31/2021	\$181,900	\$491		Yes	Yes
Yellowstone	03-0927-10-3-04-12-0000	000D016860	01/01/2021	12/31/2021	\$196,837	\$1,870	Yes		
Yellowstone	03-0927-10-3-01-10-0000	000D017040	01/01/2021	12/31/2021	\$151,400	\$1,438	Yes		
Yellowstone	03-0927-10-3-01-01-0000	000D017110	01/01/2021	12/31/2021	\$140,333	\$379		Yes	Yes
Yellowstone	03-0927-10-3-03-13-0000	000D017220	01/01/2021	12/31/2021	\$156,400	\$422		Yes	Yes
Yellowstone	03-0927-10-3-03-14-0000	000D017230	01/01/2021	12/31/2021	\$130,300	\$352		Yes	Yes
Yellowstone	03-0927-10-3-03-01-0000	000D017240	01/01/2021	12/31/2021	\$193,900	\$523		Yes	Yes
Yellowstone	03-0927-11-2-11-01-0000	000D017730	01/01/2021	12/31/2021	\$175,500	\$474		Yes	Yes
Yellowstone	03-1032-23-1-04-01-0000	000D045660	01/01/2021	12/31/2021	\$278,600	\$1,601		Yes	Yes
Yellowstone	03-1033-01-2-10-07-0000	000D048730	01/01/2021	12/31/2021	\$182,407	\$493		Yes	Yes
Yellowstone	03-1033-01-2-06-15-0000	000D048780	01/01/2021	12/31/2021	\$111,596	\$759		Yes	Yes
Yellowstone	03-1033-01-2-01-05-0000	000D048980	01/01/2021	12/31/2021	\$166,100	\$1,129	Yes		
Yellowstone	03-1033-02-4-08-21-0000	000D049540	01/01/2021	12/31/2021	\$286,100	\$1,702		Yes	Yes
Yellowstone	03-1033-11-1-10-22-0000	000D050210	01/01/2021	09/08/2021	\$253,061	\$1,931		Yes	Yes
Yellowstone	03-1033-11-3-16-01-0000	000D050410	01/01/2021	12/31/2021	\$538,177	\$6,510	Yes		
Yellowstone	03-1033-13-2-20-29-0000	000D050810	01/01/2021	12/31/2021	\$256,000	\$1,296		Yes	Yes
Yellowstone	03-1033-13-4-01-01-0000	000D050940	01/01/2021	12/31/2021	\$169,935	\$737		Yes	Yes
Yellowstone	03-1033-14-2-07-14-0000	000D051150	01/01/2021	12/31/2021	\$290,000	\$1,755		Yes	Yes

Original

Adjusted

BUFSA Assess	BUFSA Assess
\$150.00	\$30.00
\$300.00	\$150.00
\$150.00	\$30.00
\$150.00	\$75.00
\$250.00	\$125.00
\$150.00	\$30.00
\$250.00	\$50.00
\$150.00	\$105.00
\$450.00	\$90.00
\$450.00	\$90.00
\$450.00	\$90.00
\$450.00	\$225.00
\$600.00	\$300.00
\$250.00	\$50.00
\$250.00	\$20.00
\$100.00	\$50.00
\$250.00	\$50.00
\$450.00	\$90.00
\$250.00	\$50.00
\$250.00	\$50.00
\$150.00	\$30.00
\$150.00	\$30.00
\$250.00	\$50.00
\$250.00	\$50.00
\$450.00	\$90.00
\$450.00	\$90.00
\$450.00	\$90.00
\$600.00	\$420.00
\$450.00	\$90.00
\$250.00	\$50.00
\$450.00	\$90.00

BUFSA Fees Assessed toPTAP Properties - Tax Year 2021

CountyName	PropertyNumber	AssessmentCode	EffDate	TermDate	TotalMarketValue	TotalTaxable Value	BenLev30	BenLev50	BenLev80
Yellowstone	03-1033-14-2-07-09-0000	0000D051200	04/01/2021	12/31/2021	\$297,000	\$1,850			Yes
Yellowstone	03-1033-14-2-02-04-0000	0000D051260	01/01/2021	12/31/2021	\$248,900	\$1,200		Yes	
Yellowstone	03-1033-14-2-02-05-0000	0000D051270	04/01/2021	12/31/2021	\$195,600	\$1,858	Yes		
Yellowstone	03-1033-14-2-06-04-0000	0000D051350	04/01/2021	12/31/2021	\$307,100	\$1,986			Yes
Yellowstone	03-1033-14-2-06-11-0000	0000D051380	04/01/2021	12/31/2021	\$244,900	\$2,506	Yes		
Yellowstone	03-1033-26-2-05-03-0000	0000D055190	04/01/2021	12/31/2021	\$229,900	\$944			Yes
Yellowstone	03-1033-27-1-12-03-0000	0000D055300	04/01/2021	12/31/2021	\$321,600	\$3,542	Yes		

Original	Adjusted
BUFSA Assess	BUFSA Assess
\$450.00	\$90.00
\$300.00	\$60.00
\$250.00	\$175.00
\$450.00	\$90.00
\$300.00	\$210.00
\$300.00	\$60.00
\$450.00	\$315.00
\$48,250.22	\$16,030.04

B.O.C.C. Regular

Agenda Item 2. c.

Meeting Date: 12/14/2021

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

December 14, 2021

HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 full to 6/30/24
FUEGO FIRE SERVICE AREA	2 year	1 full to 12/31/23

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

WEED CONTROL	3 year	1 full to 12/31/24
YELLOWSTONE ART MUSEUM	5 year	1 full to 6/30/26

ZONING COMMISSION	2 year	1 full to 6/30/23
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- NOTE: To be eligible for the above special district board, applicants must live outside city limits of Billings but within 4 ½ mile zoning boundary

BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	5 year	1 partial to 12/31/23
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APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, January 13, 2022

November 16, 2021

BOARD OF ADJUSTMENT	2 year	1 partial to 12/31/22
ZONING COMMISSION	2 year	1 full to 6/30/23

- NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 247-8662.

BICYCLE AND PEDESTRIAN ADVISORY	3 year	1 full to 12/31/24
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- NOTE: Eligible applicants for the above board must live outside the incorporated limits of the City of Billings.

CITY/COUNTY PLANNING: DIST 3	2 year	1 partial to 12/31/22
CITY/COUNTY PLANNING: DIST 4	2 year	1 partial to 12/31/22
CITY/COUNTY PLANNING: DIST 6	2 year	1 partial to 12/31/22

- NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

BLUE CREEK FIRE SERVICE AREA	3 year	1 full to 5/08/24
LAUREL FIRE DISTRICT #7	3 year	2 partial to 12/31/21 2 partial to 12/31/22 1 partial to 12/31/23
LAUREL URBAN FIRE SERVICE AREA	3 year	2 partial to 6/30/22
SHEPHERD FIRE SERVICE AREA	3 year	1 partial to 5/07/23

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

BILLINGS URBAN FIRE SERVICE AREA ADVISORY BOARD	3 year	2 partial to 12/31/22 2 partial to 12/31/23 1 partial to 12/31/21
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	4 partial to 12/31/23
PARK BOARD	3 year	1 partial to 6/30/23
YOUTH SERVICES CENTER	2 year	3 full to 12/31/23
HISTORIC PRESERVATION	2 year	2 full to 12/31/23

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, December 16, 2021

B.O.C.C. Regular

Agenda Item 3.

Meeting Date: 12/14/2021

Title: Opioid Settlement MOU

Submitted By: Jeana Lervick, Chief Deputy Attorney Civil Division

TOPIC:

Opioid Settlement Agreement

BACKGROUND:

In order to receive settlement payments given as part of an opioid settlement agreement, the BOCC must enter into an MOU.

RECOMMENDED ACTION:

approve

Attachments

MOU

**MONTANA DISTRIBUTORS' AND JANSSEN OPIOIDS
SETTLEMENT MEMORANDUM OF UNDERSTANDING**

(“MOU”)

WHEREAS the people of the State of Montana and its communities have been harmed by serious and substantial wrongdoing committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS the State of Montana, through the State’s Attorney’s Office of the Montana Attorney General, and certain litigating cities and counties, through their elected representatives and counsel, are separately engaged in litigation seeking to hold manufacturers, distributors, and others in the Pharmaceutical Supply Chain accountable for the harms caused by their wrongdoing; and,

WHEREAS the State of Montana and Montana’s cities and counties (hereafter Local Governments) share a common desire to abate and remediate the impacts of that wrongdoing throughout the State of Montana and to maximize the resources devoted to combatting the opioid crisis; and,

WHEREAS researchers and clinicians in Montana and elsewhere have now built a substantial body of evidence demonstrating which opioid abatement strategies work and which do not and there are public health leaders in the State and at the local level with expertise in addiction and substance use available to guide determinations for the use of any settlement funds; and,

WHEREAS recently the State of Montana agreed to join a settlement agreement process (hereafter Settlement Agreements) which, if finalized, will resolve litigation against certain specific defendants in the Pharmaceutical Supply Chain, namely the opioid distributors McKesson Corporation, Cardinal Health,

Inc., and Amerisource Bergen Corporation and also Janssen and the related entities listed in the Section I. 32 of the Janssen Settlement Agreement¹ (hereafter the Opioid Settlement Defendants) for harms caused by their wrongdoing that require – with limited exception-- that all settlement funds be used for forward-looking remediation and abatement of opioid associated harms; and

WHEREAS maximum monetary payments available to the State of Montana and its Local Governments depend upon maximum Local Government participation in the Settlement Agreements and in this Memorandum of Understanding (MOU);

NOW THEREFORE the State of Montana and its Local Governments, subject to completing any additional documents needed to effectuate their agreement, enter into this MOU for the allocation, management, and use of the proceeds of the Settlement Agreements: (a) to develop a fair and transparent process for making decisions based on medical and scientific evidence concerning where and how to spend the funds from the Settlement Agreements to effectuate forward-looking abatement strategies and to supplement rather than replace existing spending; (b) to establish a dedicated Montana Abatement Trust with representation that reflects the public health expertise and diversity of affected communities when allocating settlement funds that meets the requirements of Section V.E.2d. of the Settlement Agreements; and (c) to provide a framework for equitable distribution of funds from the Settlement Agreements among all participating Local Governments within the

¹ “Janssen” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.

State of Montana that agree to be bound by this MOU and forego pursuing separate litigation against any of the settling defendants named above.

A. DEFINITIONS AND DESCRIPTIONS

1. “The State” shall mean the State of Montana acting through the Attorney General.

2. “Participating Local Governments” shall mean any Montana county or city that has chosen to participate in this MOU and the Settlement Agreements, including execution of all documents required to effectuate the Settlement Agreements and this MOU.

3. “The Parties” shall mean the State of Montana and the Participating Local Governments.

4. “Settlement Agreements” shall mean the Distributor Settlement Agreement dated as of July 21, 2021, and the Janssen Settlement Agreement dated as of July 21, 2021.

5. “Settlement Funds” shall mean all monetary amounts obtained through the Settlement Agreements as defined herein, according to the allocation percentage to the State provided for in Section F of the Settlement Agreements, and as determined by the Settlement Fund Administrator.

6. The “Settlement Funds Administrator” shall mean the person or entity in I. MMM of the Definitions section of the Settlement Agreements chosen by the settling defendants and the national plaintiffs’ enforcement committee to determine the proper allocation of funds from the Settlement Agreements to each

participating state and to manage the distribution of the Settlement Funds to all participating states.

7. “Opioid Remediation” as defined or referenced in the Settlement Agreements shall include care, treatment, and other forward-looking programs and expenditures for Approved Purposes, including: to (1) address the misuse and abuse of prescription opioid products, (2) treat or mitigate opioid misuse or related disorders, or (3) mitigate other injuries or harms resulting from the overprescribing of opioids, including diversion and the misuse or abuse of Fentanyl or Fentanyl-containing products or substances. Opioid Remediation efforts shall involve evidence-based strategies, programming, and services used to: expand the availability of treatment for individuals affected by opioid use or polysubstance use disorders; develop, promote, and provide opioid-related or polysubstance use prevention strategies; provide opioid-related or polysubstance use avoidance and awareness education; decrease the oversupply of licit and illicit opioids, including Fentanyl or products or substances containing Fentanyl; support recovery through addiction services performed by qualified and appropriately licensed providers of persons suffering from opioid-related use disorder, polysubstance abuse, or chronic-pain patients and others who suffer from or are at substantial risk of opioid abuse or dependency; and support for law enforcements addressing the impact of opioid-related substance abuse in the communities they serve, including misuse or illicit use of heroin and/or Fentanyl. Exhibit E in the Settlements Agreements provides a non-exhaustive list of expenditures that qualify as Opioid Remediation. Qualifying expenditures may include reasonably related administrative expenses.

8. “Approved Purposes” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of the Settlement Agreements.

9. “Opioid Settlement Defendants” shall mean McKesson Corporation, Cardinal Health Inc., Amerisource Bergen Corporation, and Janssen and their related entities and affiliates as delineated in the Settlement Agreements.

B. MONTANA ABATEMENT REGIONS

1. Local and regional use of Opioid Settlement Funds shall be implemented through Abatement Regions and the Local Governments within those regions. The Abatement Regions shall comprise nine Metropolitan Abatement Regions—consisting of the nine Montana counties with populations exceeding 30,000—and five Multi-County Abatement Regions—utilizing the five existing Health Planning Regions established by the Montana Department of Public Health and Human Services. *See Montana Abatement Regions Map, attached as Exhibit A.*

2. The Nine Metropolitan Regions having populations of 30,000 or more are Yellowstone, Missoula, Gallatin, Flathead, Cascade, Lewis & Clark, Silver Bow, Ravalli, and Lake Counties, provided they participate in this Agreement. Each of the nine Metropolitan Regions have consolidated city-county health departments with substantial public health expertise that can serve as the lead or co-lead agencies within their respective regions for administration and use of settlement funds.

3. The Multi-County Abatement Regions derived from the five existing Montana Department of Health and Human Services Health Planning Regions exclude any local governments not participating in this MOU and the Settlement Agreements. The five Multi-County Abatement Regions also exclude the nine Metropolitan Regions and all Local Governments within the nine Metropolitan Regions. *See Exhibit A.*

4. All the Metropolitan Regions that agree to the Settlement Agreements and this MOU as well as all the constituent Participating Local Governments comprising a Multi-County Abatement Region that have chosen to enter into this MOU and the Settlement Agreements shall be treated as Participating Abatement Regions. For the sake of clarification, any county or city listed in the MOU Abatement Region Allocation, attached as Exhibit B², within a Multi-County Region that does not enter into this MOU and the Settlement Agreements shall not be included in the Abatement Region where it is geographically located and shall not be entitled to receive any funds from the Settlement. Rather, the share(s) of the funds that a nonparticipating city or county would be allocated according to Exhibit B shall instead be allocated to the Abatement Trust.

C. THE MONTANA ABATEMENT TRUST

1. The Attorney General shall create a private, non-profit Abatement Trust (“Trust”) with an Advisory Committee (“Committee”), as required by the Settlement Agreements for the purpose of receiving and disbursing Settlement Funds allocated to the Abatement Trust and to Participating Abatement Regions,

² Exhibit B of this MOU is comprised of the Montana Local Governments listed in Exhibit G of the Settlement Agreements.

Participating Local Governments and to the State of Montana for Opioid Remediation and Approved Purposes, which are to be distributed as set forth in this MOU, in the Settlement Agreements, and in the documents establishing the Trust.

2. The Trust shall be governed by the Advisory Committee consisting of ten voting members and an Executive Director appointed by the Attorney General who will only vote in the event of a tie.

3. The ten voting members of the Advisory Committee shall provide equal representation between the State and local governments as follows: three members chosen by the Metropolitan Regions, two members chosen by the Multi-County Regions, two members chosen by the Director of the Department of Health and Human Services (DPHHS), and three members chosen by the Attorney General.

4. At least one of the ten members of the Committee shall be a law-enforcement representative from the Montana Department of Justice's Division of Criminal Investigation (DCI) and/or Montana Highway Patrol (MHP). One of the ten members of the Advisory Committee may be, but is not required to be, a family member of a person who had or has suffered from opioid use disorder. All other Committee members must come from the fields of medicine, public health, mental health, or addiction.

5. Committee terms will be three years and initially staggered. Committee members may serve more than one term. In the first year, two members from the Metropolitan Regions and one member from the Multi-County Regions will have a one-year term, one member representing the Department of

Health and Human Services and one member representing the Attorney General will have two-year terms, and the remaining members will have three-year terms. Six members of the Committee shall constitute a quorum. Unless the Committee determines otherwise, the Metropolitan and Multi-County Abatement Regions shall determine for themselves how to choose their member representatives. No Committee member shall receive compensation but may be reimbursed for reasonable costs expended for work on the Committee.

6. To provide for health security and reduce expense, members of the Committee shall participate in meetings by telephone or video conference at least every three months, except, if feasible, one annual in-person meeting per year shall be set by consensus of the Committee. If a member of the Committee is unable to attend in-person or remotely, s/he may designate a proxy. A quorum exists if six members are voting in-person, remotely, or by proxy.

7. In all votes of the Committee, a measure shall pass if a quorum is present and the measure receives the affirmative votes from a majority of those Committee members voting. The Executive Director may vote to break a tie.

8. The Attorney General shall appoint the Executive Director at his/her discretion from a list of three candidates provided to the Attorney General by the Committee. If the Attorney General finds all three candidates to be unsatisfactory, the Attorney General may reject all three candidates and request that the Committee provide three new persons to select from.

9. In choosing candidates to be submitted to the Attorney General, with the exception of the one member who is a family member of a victim of the opioid

crisis, if applicable, and representative(s) from DCI and/or MHP, the Committee shall seek candidates with at least six years of experience in issues related to addiction, mental health, and/or public health and who have management experience in those fields.

10. The Executive Director shall serve as an *ex officio*, non-voting member of the Committee unless there is a tie vote, in which case the Executive Director may cast the tie breaking vote.

11. The Attorney General shall set a date for a first in-person meeting of the Committee. Once the Abatement Regions, the Attorney General, and the Director of the Department of Health and Human Services have designated their respective members of the Committee, the Attorney General shall designate an Interim Executive Director to conduct the meeting and other scheduled meetings until a permanent Executive Director can be named.

12. At the first meeting the Committee shall develop written guidelines for receiving input from the State of Montana, Abatement Regions, Local Governments, and others regarding how the opioid crisis is affecting their jurisdictions or communities and their respective abatement needs. These written guidelines shall provide procedures for Regions and Local Governments or communities to develop and submit proposals for distribution of funds from the Abatement Trust for Opioid Remediation programs for the Regions and/or throughout Montana.

13. The Committee shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute

resolution provisions, in accordance with the terms of this MOU and Montana law. It shall not have rulemaking authority under Montana law. The Committee shall utilize the legal advice and assistance of the State's Attorney's Office and legal counsel for the Local Governments and Regions, who will work collaboratively to draft and finalize necessary bylaws, procedures and other governing documents with the goal of minimizing red tape and maximizing the efficient flow of funds to abate the opioid problem.

14. The Committee shall be responsible for accounting of all Opioid Funds it distributes. The Committee shall be responsible for releasing Opioid Funds in accordance with Approved Purposes, the Settlement Agreements, and this MOU and, with the help of the State's Attorney's Office and Local Government counsel, shall develop policies and procedures for the release and oversight of such funds.

15. The Committee may also require outcome related data from any Party or Local Government that receives Opioid Funds and may publish such outcome related data. In determining which outcome related data may be required, the Committee shall work with all Parties, Regions, and Local Governments to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.

16. The Committee shall facilitate collaboration between the State, Regions, and Participating Local Governments regarding sharing information related to abating the opioid crisis in Montana.

D. ALLOCATION OF AND USE OF SETTLEMENT PAYMENTS TO THE STATE

1. According to the terms of the Settlement Agreements, when all requirements of the Settlement Agreements have been met to allow direct payments of Settlement Funds to the State of Montana, Local Governments, and Abatement Regions the Settlement Fund Administrator will determine the total amount of Settlement Funds to allocate and pay to the State of Montana, including base payments and incentive payments.

2. The funds from the Settlement Agreements for the State of Montana shall be direct-deposited into three separate funds: the State of Montana Fund, the Abatement Trust, and the Local Government Fund.

3. Of the total paid to the State of Montana, including incentive payments:

- a. Fifteen percent (15%) shall be allocated to directly to the State of Montana Fund;
- b. Seventy percent (70%) shall be allocated directly to the Abatement Trust, from which funds may be disbursed from the Trust, with approval of the Advisory Committee, for Opioid Remediation at the State, Regional, or Local Government levels; and,
- c. Fifteen percent (15%) shall be allocated directly to the Local Government Fund.

4. The Settlement Funds allocated to the State of Montana Fund shall be used by the State for Approved Purposes as determined by a separate committee

made up of representatives from the Attorney General and the Montana Department of Health and Human Services.

5. The Settlement Funds allocated to the Abatement Trust shall be paid into the Abatement Trust for Approved Purposes administered by the Advisory Committee and Executive Director as described herein.

6. The Abatement Trust, administered by the Advisory Committee, shall be designated the lead single point of contact for Montana's communications with the Settlement Fund Administrator. As lead agency it shall have primary responsibility for evaluating and distributing funds for evidence based Opioid Remediation proposals and programs for opioid-related substance abuse disorder services.

7. Of the amount apportioned to the Abatement Trust for Opioid Remediation as outlined in 3(b) above, eighty percent (80%) shall be allocated to the Participating Abatement Regions according to the Subdivision Allocation Percentages in Exhibit B, on the assumption that all Subdivisions within each region become Participating Subdivisions. The allocation of 80% of the Abatement Trust to the Participating Abatement Regions, however, does not change the calculation of attorneys' fees for Outside Counsel for Local Governments described in Section E below. That calculation, which is set forth in the Settlement Agreements Exhibit R, is based on dividing and allocating the total settlement funds received by the State, half to the State and half to Local Governments. Attorneys' fees are then calculated by multiplying the Local Government half

times the allocation percentage in Exhibit B to determine amount allocated to their respective Local Governments upon which the attorneys' fees is based.

8. Amounts apportioned to the Local Government Fund shall be distributed to Participating Local Governments included on Exhibit B per the Subdivision or Local Government Allocation Percentage listed in Exhibit B. No Non-Participating Local Government will receive any amount from the Settlement Funds allocated to the State of Montana, regardless of whether such Local Government is included on Exhibit B. Rather, any funds allocated to the Local Government Fund for Non-Participating Local Governments shall be transferred to the Abatement Trust for Approved Purposes by the Region in which that Non-Participating Local Government is geographically located.

9. Each Abatement Region shall create its own governance structure for the administration, management, and use of Opioid Remediation funds to ensure all Participating Local Governments within that Region have input and equitable representation regarding regional Opioid Remediation administration and decisions, including representation on the Montana Opioid Abatement Trust Committee, and selection of projects to be funded from the Region's share. That governance structure shall include designation of a fiscal agent within the Region to receive and distribute Settlement Funds allocated to it.

10. All Participating Abatement Regions shall have the responsibility to make decisions about planning, budgeting, and disbursement of funds for projects that will equitably and appropriately serve the needs of the entire Region and be

consistent with this MOU and the Settlement Agreements' definition and description of appropriate Opioid Remediation and Approved Purposes.

11. The Trust Committee and all the Regions shall be guided by the recognition that budgeting for operating expenditures should be conservative and carefully limited to ensure that the maximum funds are preserved for forward-looking abatement of the opioid epidemic and the prevention of future opioid-related addiction and substance misuse. In recognition of these core principles, the Committee and the Regions shall endeavor to assure the funds are disbursed only to support evidence-based Opioid Remediation for opioid-related substance abuse/misuse abatement, education, and prevention efforts as described in detail in this MOU and the Settlement Agreements.

12. Funds from the Abatement Trust may also be expended by the Trust for statewide programs, innovation, research, and education. Any statewide programs funded from the Trust would be only as directed by an affirmative majority vote of the Committee. Expenditures for these purposes may also be funded by the Trust with funds received from either the State of Montana's share (as directed by the Attorney General in consultation with DPHHS) or from sources other than Opioid Settlement Funds as provided for below.

13. Participating Abatement Regions may collaborate with other Participating Abatement Regions to submit joint proposals to be paid for from the Regional Shares of two or more Participating Abatement Regions for the use of those Regions.

14. Disbursements for proposed Opioid Remediation programs and services to Participating Abatement Regions shall be reviewed by the Committee to determine whether the proposed disbursements meet the criteria for Opioid Remediation and Approved Purposes.

15. The Trust and any entities receiving Opioid Remediation funds shall operate in a transparent manner. Meetings shall follow Montana constitutional and statutory law and be open and all documents shall be public to the same extent they would be if the Trust were a public, governmental entity. All operations of the Trust and all entities receiving Trust Funds shall, with respect to the receipt and use of such funds, be subject to audit. The bylaws of the Trust regarding governance of the Committee, as adopted by the Committee, may clarify any other provisions in this MOU, except this subsection. Rather, the substantive portion of this subsection shall be restated in the bylaws.

16. The Trust's financial resources shall be invested through the Montana Board of Investments to assure the Trust's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Trust's long-term and short-term goals.

17. Any other matter concerning the allocation, management, and use of Settlement Funds from the Settlement Agreements not covered by this MOU, shall be controlled by the terms of the Settlement Agreements.

E. ATTORNEYS' FEES AND COSTS

1. The Settlement Agreements each provide very substantial separate funds for payment of fees for both outside counsel for litigating local

governments and outside counsel for litigating states such as Montana. If any Settlement is insufficient to cover the fee obligations owed to outside counsel representing the State of Montana and to outside counsel representing Local Governments (collectively, “Outside Counsel”), the deficiencies may be covered as set forth in further detail below.

2. Regarding attorneys’ fees for local governments that filed suit, United States District Judge Dan Polster who is responsible for the MultiDistrict Litigation (MDL 2804) *IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION*, on August 6, 2021 (Docket No. 3804) notified:

... all eligible participants to the July 21, 2021 Settlement Agreements, and ... their private counsel, that a contingent fee in excess of 15% of the participant’s award under the Settlement Agreements is presumptively unreasonable. Accordingly, the Court caps all applicable contingent fee agreements at 15%.

3. As such, total attorney fees to outside counsel collected from the Settlement Agreement attorney fee funds and the Montana Back Stop shall be capped at a 15% contingency fee of the amount allocated to their respective governmental entities.

4. Fees claimed and collected for common benefit work under the Settlement Agreements shall be calculated pursuant to the specific requirements of Exhibit R to the Settlement Agreements and shall not be utilized to reduce fees otherwise recoverable from the Montana Attorney Fee Back Stop Fund.

5. The State of Montana and Litigating Local Governments shall first seek to have their attorneys’ fees and expenses paid through the attorneys’ fee funds created by the Settlement Agreements. The Local Governments litigating in

the MDL proceeding in the Northern District of Ohio, the Honorable Judge Dan Polster presiding, shall endeavor to obtain the maximum recovery from the Settlement Agreements attorney fee fund. In addition, as a means of covering any deficiencies in paying Outside Counsel, a supplemental Montana Attorney Fee Back-Stop Fund shall be established.

6. The Montana Attorney Fee Back-Stop Fund shall be funded by 5.5% of the total settlement funds paid to the State of Montana. The Mathematical Model described in Exhibit R of the Settlement Agreements for calculation of attorneys' fees provides that each Settling State shall attribute 50% of the settlement funds it receives to its Local Governments. Therefore, Fifty percent (50%) of the Montana Attorney Fee Back-Stop Fund shall be allocated to the Montana Attorney General's Back-Stop Sub-fund and fifty percent (50%) to the Litigating Local Government Attorney Fee Back Stop Sub-fund. The Attorney General's Fund shall be used in the Attorney General's sole discretion to (a) reimburse the State of Montana for opioid-related investigation and litigation costs; (b) offset the costs of the legal and administrative burdens imposed upon the Attorney General's Office by the Settlement Agreements as well as future settlements or disbursements by bankruptcy courts; and (3) for approved remediation or abatement purposes including, without limitation, the development of plans or projects whereby the State of Montana and the Local Governments may pool their respective recoveries and resources to fund efficient and effective statewide or regional abatement programs or strategies.

The remaining Fifty percent (50%) of the Montana Attorney Fee Back-Stop Fund shall be allocated to the Montana Litigating Local Governments' Attorney Fee Back-Stop Sub-fund for payment of Outside Counsel attorneys' fees incurred by Participating Local Governments. As provided above, fifty percent (50%) of the total settlements funds the State receives from these settlements shall be attributed to Local Governments. The amount upon which the fees for Litigating Local Government Attorneys shall be based is calculated by multiplying the fifty percent Local Government share of all settlement funds by the allocation percentage for each respective Litigating Local Government as listed in Exhibit B to this MOU.

7. Outside Counsel for Litigating Local Governments may apply to the Montana Attorney Fee Back-Stop Fund only after applying to any contingency fee fund created pursuant to the Settlement Agreements.

8. Subject to the 15% cap, above, Outside Counsel for Litigating Local Governments may apply to the Montana Attorney Fee Back-Stop Fund for only a shortfall, that is, the difference between what their fee agreements would entitle them to minus what they have already collected from any contingency fee fund created pursuant to the Settlement Agreements. Payments out of the Montana Litigating Local Governments' Attorney Fee Back-Stop Sub-fund shall be fairly allocated by a neutral committee consisting of one representative from each Litigating Local Government.

9. Any funds remaining in the Montana Litigating Local Governments' Attorney Fee Back-Stop Sub-fund in excess of the amounts needed to cover the

fees and litigation expenses to Outside Counsel for Litigating Local Governments shall revert to the allocations described in Section (D).

10. Payments to Outside Counsel shall be made from the Montana Attorney Fee Back-Stop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in the Exhibit R §(II)(A)(1) of the Distributor Settlement Agreement. The Attorneys' Fees and Costs schedule for Janssen is listed in Exhibit R §(II)(A)(1) of the Janssen Settlement Agreement.

F. INSTRUCTIONS FOR SIGNING THIS MOU AND THE SIGN-ON FORMS.

You have already received a NOTICE relating to the Settlement Agreements. To join this MOU and to execute sign-on forms for the Settlement Agreement you must FIRST go to the national settlement website at <https://nationalopioidsettlement.com/> in order to register.

SECOND, once you are at the website please register your Local Government, county or city. Registration will only take a minute. This requires knowing who is authorized to sign-on the Settlements for your Local Government and an email address to which the sign-on form will be sent. With that information you can register your Local Government using the registration code

in the NOTICE you have received. If you do not register, your Local Government will not receive the sign-on form for the Settlements electronically.

DATED this 26th day of November, 2021.

MONTANA ATTORNEY GENERAL

A handwritten signature in blue ink, appearing to read "Austin Knudsen".

Austin Knudsen
Montana Attorney General

Exhibit A

Montana Abatement Regions

/// • Metropolitan Regions

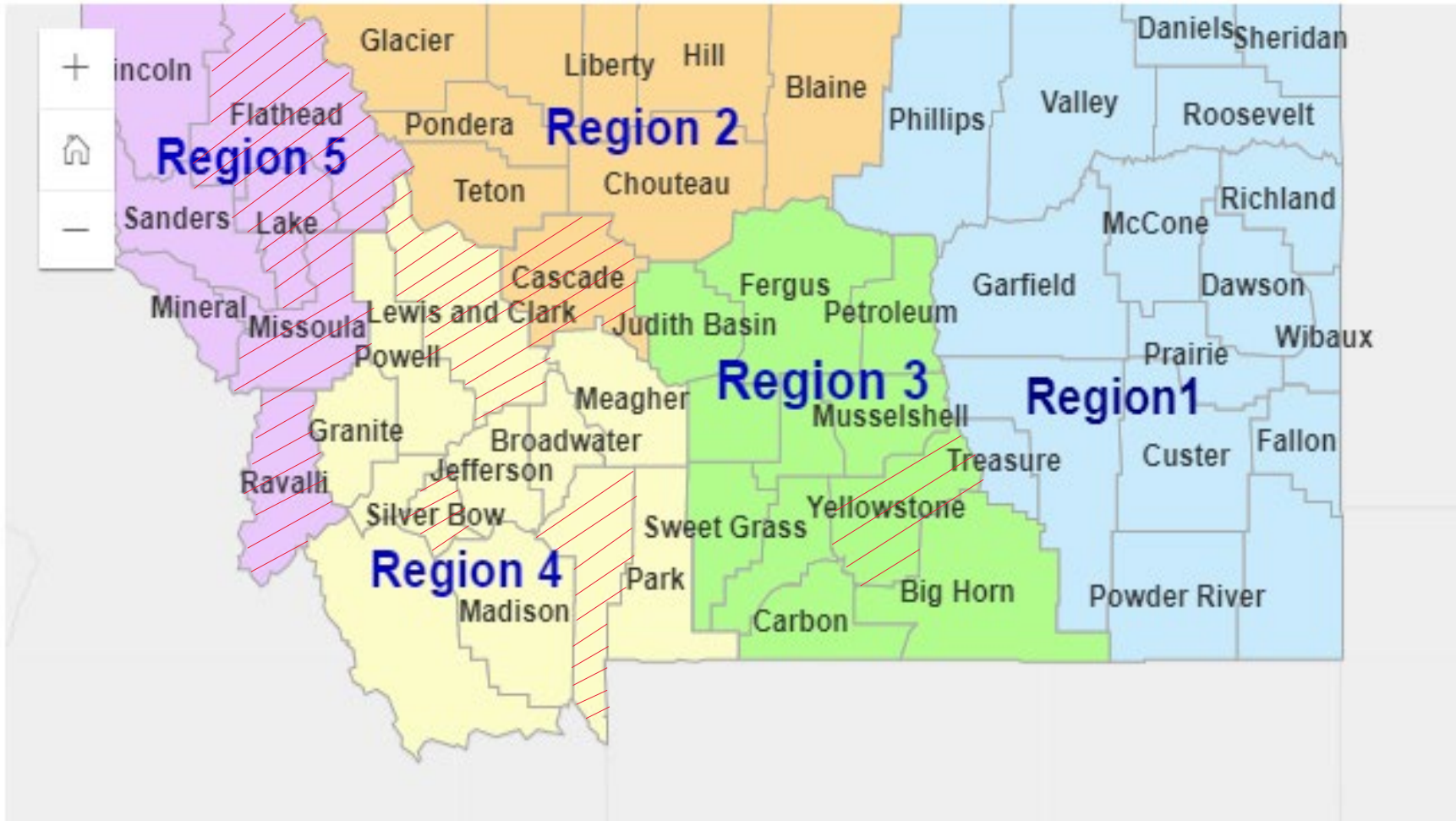


Exhibit B

DRAFT - 8/13/2021
Subject to Revision

MT1	Anaconda-Deer Lodge County, Montana	1.4480190514%
MT2	Beaverhead County, Montana	0.6841480225%
MT3	Big Horn County, Montana	0.8504903609%
MT4	Billings City, Montana	9.1331142413%
MT5	Blaine County, Montana	0.3691094337%
MT6	Bozeman City, Montana	2.0161886507%
MT7	Broadwater County, Montana	0.4143251264%
MT8	Butte-Silver Bow, Montana	5.6101260434%
MT9	Carbon County, Montana	0.7105360522%
MT10	Carter County, Montana	0.0374679104%
MT11	Cascade County, Montana	3.8993050480%
MT12	Chouteau County, Montana	0.4053063424%
MT13	Custer County, Montana	1.5139056450%
MT14	Daniels County, Montana	0.1787602908%
MT15	Dawson County, Montana	0.7800682133%
MT16	Fallon County, Montana	0.1543582011%
MT17	Fergus County, Montana	0.8667027669%
MT18	Flathead County, Montana	8.0141785369%
MT19	Gallatin County, Montana	4.0205572717%
MT20	Garfield County, Montana	0.0398838599%
MT21	Glacier County, Montana	1.5230709367%
MT22	Golden Valley County, Montana	0.0264303648%
MT23	Granite County, Montana	0.1831398237%
MT24	Great Falls City, Montana	4.3577779784%
MT25	Helena City, Montana	1.7360655042%
MT26	Hill County, Montana	1.8438532922%
MT27	Jefferson County, Montana	0.7770843087%
MT28	Judith Basin County, Montana	0.0614804228%
MT29	Kalispell City, Montana	2.4735432710%
MT30	Lake County, Montana	3.6175099064%
MT31	Lewis and Clark County, Montana	4.9326712334%
MT32	Liberty County, Montana	0.1210395973%
MT33	Lincoln County, Montana	2.1915597624%
MT34	Madison County, Montana	0.5498047673%
MT35	McCone County, Montana	0.0823035394%
MT36	Meagher County, Montana	0.0912086373%
MT37	Mineral County, Montana	0.7546909914%
MT38	Missoula City, Montana	4.4312558575%
MT39	Missoula County, Montana	8.0272833629%
MT40	Musselshell County, Montana	0.3895510594%
MT41	Park County, Montana	2.0831835653%
MT42	Petroleum County, Montana	0.0144742922%
MT43	Phillips County, Montana	0.2085622347%
MT44	Pondera County, Montana	0.4003873948%
MT45	Powder River County, Montana	0.1504386452%
MT46	Powell County, Montana	0.8872723490%
MT47	Prairie County, Montana	0.0572069653%
MT48	Ravalli County, Montana	3.6906819270%

MT49	Richland County, Montana	0.7541525281%
MT50	Roosevelt County, Montana	0.8182976782%
MT51	Rosebud County, Montana	0.5641981949%
MT52	Sanders County, Montana	1.0679134558%
MT53	Sheridan County, Montana	0.2700355225%
MT54	Stillwater County, Montana	0.5055604014%
MT55	Sweet Grass County, Montana	0.2836540766%
MT56	Teton County, Montana	0.5735903832%
MT57	Toole County, Montana	0.3258040487%
MT58	Treasure County, Montana	0.0226554138%
MT59	Valley County, Montana	0.5598291268%
MT60	Wheatland County, Montana	0.0720998508%
MT61	Wibaux County, Montana	0.0630373047%
MT62	Yellowstone County, Montana	7.3090889550%

B.O.C.C. Regular

Agenda Item 4. a.

Meeting Date: 12/14/2021

Title: Professional Services Contract for DUI TF

Submitted By: Anna Ullom, Accountant

TOPIC:

Agreement Renewal between Darla Tyler-McSherry and DUI Task Force

BACKGROUND:

Standard Agreement.

RECOMMENDED ACTION:

Approve.

Attachments

DUI Task Force Contract

PROFESSIONAL SERVICES CONTRACT

This contract is entered into this 29 day of November 2021, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the “**BOARD**,” and **DARLA TYLER-McSHERRY** hereinafter referred to as “**CONTRACTOR**”.

1. The BOARD employs CONTRACTOR to act as the coordinator of the Yellowstone County DUI Task Force to act as liaison between the DUI Task Force, the Board and the general public.

SCOPE OF SERVICES:

2. CONTRACTOR shall work under the direction of the DUI Task Force and shall in a professional, timely manner perform duties, both expressed and implied, that relate to the following scope of services: Help prepare the Task Force annual budget, monitor all Task Force financial transactions, present monthly reports to the Task Force. CONTRACTOR shall monitor all normal monthly maintenance and operating expenses.

3. CONTRACTOR on behalf of the Task Force shall comply with Montana open meeting laws and notice all Task Force meetings accordingly. CONTRACTOR shall maintain statistical information in order to prepare the Task Force annual Report for submission to the Board and the Task Force.

4. CONTRACTOR shall implement DUI programs and actively perform the directives of the Task Force, including but not limited to availing herself to public speaking and participation in all Task Force approved community projects and attend, at the direction of the Task Force, state and or national DUI related meetings.

TERM:

5. The term of this contract will commence on December 1, 2021 and terminate on November 30, 2022. 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. The BOARD agrees to pay CONTRACTOR a monthly rate of Two Thousand Dollars, (\$2,000.00) each month during the term of this Agreement.

7. CONTRACTOR will submit a monthly invoice within 30 days after end of each month, and Yellowstone County will not withhold payroll taxes or employment taxes of any kind.

WORKER'S COMPENSATION:

8. The parties agree that CONTRACTOR is for the purpose of this contract, an independent contractor and not an employee of either Yellowstone County or the DUI Task Force. CONTRACTOR is responsible for Workers Compensation coverage and any tax consequence(s) associated with this contract.

9. INDEMNITY:

10. CONTRACTOR agrees to hold harmless and indemnify Yellowstone County and the DUI Task Force from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County and the Task Force may suffer as a result of CONTRACTOR's negligent acts, errors, or omissions in the performance of the professional services under contract.

LEGAL REMEDIES:

11. 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.

12. 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.

13. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the BOARD or the DUI Task Force.

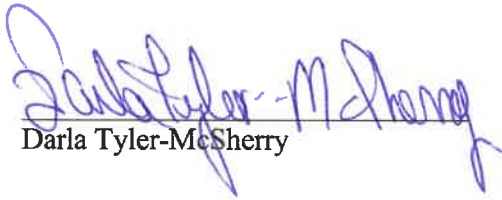
This contract constitutes the full and complete contract between the BOARD and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms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

NON-DISCRIMINATION:

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 ensure 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.

IN WITNESS WHEREOF, the party set their hands and seals _____ day of _____ 2021.

CONTRACTOR


Darla Tyler-McSherry

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chairman

John Ostlund, Member

Denis Pitman, Member

ATTEST:

Clerk and Recorder

B.O.C.C. Regular

Agenda Item 4. b.

Meeting Date: 12/14/2021

Title: Facilities Contract with Greenline for Miller Building Snow Removal

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Facilities Contract with Greenline Lawn Service for Snow Removal for the Miller Building

BACKGROUND:

Facilities department is requesting Commissioner approval for a contract with Greenline Lawn Services for snow removal for the Miller Building. Greenline was previously under contract with Miller Trois for snow removal services

RECOMMENDED ACTION:

Approve the contract and return a copy to Finance

Attachments

Facilities-Contract;Greenline;Snow Removal Miller Bldg

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

This agreement is dated as of the 30th day of November 2021, by and between Yellowstone County, Montana (hereinafter called Owner), and Greenline Lawn Service, Billings, Montana (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 for snow removal services for the Miller Building located on the corner of 3rd Avenue North and North 29th Street. Snow plowing will automatically be expected once one inch of snow have accumulated. The Yellowstone County Facilities Superintendent may request snow removal at their discretion.

Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order.

3. Contract Price

Owner shall pay the Contractor a total of \$176.00 per incident of snow removal.

Any snow fall accumulation of more than 8" in a 12 hour period will be billed at an hourly rate of \$ 200.00 per hour. Contract is renewable on a yearly basis.

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 proposal
- 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/MetraPark 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/MetraPark, 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/ MetraPark, 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/MetraPark, 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/MetraPark 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/MetraPark, 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/MetraPark, 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/MetraPark. 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 bonafide 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 SUSPENSION AND TERMINATION

- 8.1 Without terminating this Agreement, the COUNTY may suspend the CONTRACTOR's Services following written notice to the CONTRACTOR. On the suspension date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. The CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for Services rendered through the suspension date specified in the notice, but in no case will the CONTRACTOR be paid for Services rendered after the date of such suspension. If resumption of the CONTRACTOR's Services requires any waiver or change in this Agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Agreement.
- 8.2 The COUNTY shall have the right to terminate this Agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the CONTRACTOR. On the termination date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. If a new contractor is retained to, or the COUNTY will itself, complete the Services, the CONTRACTOR will cooperate fully with the COUNTY in preparing the new contractor or the COUNTY itself to take over completion of the Services on the specified termination date. The CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for

Services rendered in conformance with this Agreement through the date of termination specified in the COUNTY's notice to the CONTRACTOR, but in no case will the CONTRACTOR be paid for Services rendered after the date of such termination.

- 8.3 In the event of a material breach of this Agreement by the COUNTY, the CONTRACTOR shall have the right to terminate this Agreement thirty (30) days after written notice to the COUNTY specifying such material breach, unless the COUNTY has cured such material breach within said period.
- 8.4 This Agreement may be terminated without cause by either party. In that event, the party seeking to terminate said Agreement must give ninety (90) days written notice to the other party of the intent to terminate the Agreement.

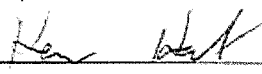
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective November 30th, 2021

OWNER:
Yellowstone County
Billings, MT 59101

CONTRACTOR:
Greenline Lawn Service
Billings, MT 59106

Donald W Jones, Chair



Ken Hart
Greenline Lawn Service

Attest:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Agenda Item 4. c.

Meeting Date: 12/14/2021

Title: Information Technology Contract with FRSecure for Cybersecurity Assessment

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Information Technology Department Contract with FRSecure for Cybersecurity Assessment

BACKGROUND:

A Request for Proposals for Cybersecurity Assessment was released on August 31st, 2021 with Proposals due on October 14th, 2021. The RFP requested an independent objective assessment of the information security systems, policies, procedures, infrastructure, and website. The assessment will provide information security guidance that is credible and fully aligned with industry standards and best practices. The services will provide a roadmap to be used to develop a plan for remediation of any items identified.

RECOMMENDED ACTION:

Approve the request, sign the contract and return a copy to Finance

Attachments

I.T. Contract w/FRSecure-CyberSecurity Assessment

FRSecure LLC Master Services Agreement

This Master Services Agreement (the "Agreement") is made as of the date specified at the end of this Master Services Agreement (the "Effective Date") by and between FRSecure LLC, a Minnesota limited liability company having its principal place of business at 5909 Baker Road, Suite 500, Minnetonka, MN 55345 ("FRSecure") and Yellowstone County, Montana, having its principal place of business at 217 North 27th Street., Billings, MT 59101 ("Client"). FRSecure and Client may be individually referred to as a "Party" or collectively as the "Parties".

WHEREAS, Client desires to retain FRSecure to render certain professional services under the terms and conditions set forth in this Agreement; and

WHEREAS, FRSecure desires to be retained by Client to perform such professional services for Client under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above premises, the respective covenants and commitments of FRSecure and Client set forth in this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FRSecure and Client agree as follows:

1. DEFINITIONS.

A. Affiliate means any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, Client. "Control" and its derivatives mean: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least 50% of the aggregate of all voting equity interests in an entity or (ii) equity interests having the right to at least 50% of the profits of an entity or, in the event of dissolution, to at least 50% of the assets of an entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an entity (or one of its Affiliates) of the position of sole general partner.

B. Confidential Information is defined in Section 7 ("Confidential Information").

C. FRSecure Materials means collectively certain procedures, software or programs that are either owned by or licensed to FRSecure, any expression or result of FRSecure's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information developed or conceived of by FRSecure prior to or in performance of any Services ("FRSecure's Materials").

D. Intellectual Property means all patents (including originals, derivatives, continuations, continuations-in-part, extensions, foreign applications, utility models, and re-issues), patent applications, copyrights (including all registrations and applications therefore), trade secrets, trademarks, trademark applications and other proprietary and Intellectual Property Rights, including moral rights.

E. Services means the professional services Client requests FRSecure to perform pursuant to this Agreement and any Work Product delivered pursuant to this Agreement or a Statement of Work.

F. Statement of Work means an attachment to this Agreement which describes Services ordered under this Agreement which the Parties must mutually execute in order to specify the Services, and which shall be in a form substantially similar to that attached hereto as Exhibit A.

G. FRSecure Personnel means any employees, representatives, agents, subcontractors, third party advisors or any other persons, whether legal or natural, who may act on behalf of, or otherwise represent, FRSecure.

H. Work Product means any reports, documentation or any other deliverables created or prepared by FRSecure for Client pursuant to this Agreement, that are made, proposed, or developed by FRSecure, alone or with others, specifically identified as Deliverables in any related Statement of Work. Notwithstanding anything in this Agreement to the contrary, Work Product does not include FRSecure's Materials.

2. TERM/TERMINATION.

A. Term. This Agreement will commence on the Effective Date and will continue in full force and effect until terminated in accordance with this Section 2. The term of each Statement of Work shall be set forth in the applicable Statement of Work and will continue in full force and effect until terminated by either Party pursuant to the termination rights in this Agreement. In the event the term of a Statement

of Work extends beyond the termination of this Agreement, this Agreement shall continue in full force and effect with respect to such Statement of Work until the termination thereof.

B. Termination for Cause. Either Party may terminate this Agreement or any Statement of Work immediately upon notice to the other Party if:

1. The other Party materially breaches any provision of this Agreement or any Statement of Work, and fails to cure or remedy such breach within ten (10) calendar days of receiving written notice specifying in reasonable detail the nature of such breach;
2. The other Party has committed more than three (3) breaches of this Agreement or any Statement of Work in a twelve (12) calendar month period and together such breaches are material, without any additional cure right; or
3. The other Party materially breaches this Agreement or any Statement of Work in a manner that cannot be remedied.

C. Termination for Convenience. Either Party may terminate this Agreement or any Statement of Work upon 30 (thirty) days written notice to the other Party.

D. Intentionally omitted.

E. Effect of Termination. Termination of one or more Statement of Work(s) will not affect the Parties' rights and obligations under any other Statement of Work(s) executed by the Parties, and all such other Statement of Work(s) will remain in full force and effect unless and until terminated in accordance with their terms. In the event either Party terminates this Agreement or a Statement of Work, for any reason whatsoever, each Party must return or destroy all Confidential Information, pursuant to Section 7. Client shall pay FRSecure for all Services performed and all expenses incurred prior to the Effective Date of termination. In addition, in the event a terminated Statement of Work contains an Amortized Payment Schedule (as defined below), Client must pay 20% of the remaining balance of the agreement at the time of termination. The Parties agree that this early termination fee is a reasonable estimate of anticipated actual damages and not a penalty. As used herein, "Amortized Payment Schedule" means any Services provided by FRSecure where the fees for such Services are spread out over a period of time despite a substantial portion of the work being performed on the front-end of the engagement (e.g., vCISO, FACT or financing arrangements). If FRSecure applies a multi-year discount to any service, and Client terminates this Agreement or any Statement of Work prior to completion of the multi-year term specified, the amount of the multi-year discount becomes billable to Client for any applicable, completed service.

3. SERVICES TO BE PERFORMED.

A. In consideration of the compensation to be paid by Client pursuant to the terms of this Agreement, FRSecure agrees to provide the Services requested by Client and described in a Statement of Work, which shall be incorporated herein by reference and may be amended or added from time to time by a written agreement between the Parties.

B. Following a request by Client for FRSecure's Services, FRSecure shall submit to Client a Proposal and/or Statement of Work for the Services. Client shall review it and, if acceptable, indicate acceptance of the Statement of Work. Upon acceptance by Client, FRSecure shall perform the Services in accordance with the terms of this Agreement and the Statement of Work.

C. Client shall perform such duties and tasks designated in a Statement of Work to facilitate FRSecure's performance of the Services outlined thereunder and provide FRSecure with reasonable and necessary access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by FRSecure in order to facilitate FRSecure's performance of the Services outlined in each Statement of Work.

D. During the term of this Agreement, FRSecure agrees to provide Services to Client on a non-exclusive basis from and after the date this Agreement and a Statement of Work is signed by authorized representatives of Client and FRSecure.

E. Client recognizes that FRSecure's statements of the total time and costs associated with each Statement of Work represent FRSecure's good faith estimates based on information supplied to FRSecure by Client. If project needs or requirements change after Services have commenced on a Statement of Work, the Statement of Work may be amended or revised upon mutual agreement of the Parties set forth in writing and signed by both Parties. FRSecure specifically understands and agrees that in no event shall the total fees and/or costs related to Services performed under a Statement of Work exceed, without the prior written consent of Client, any maximum to which the Parties have agreed, as stated on such Statement of Work.

F. If a Statement of Work requires a physical security assessment of Client's physical location(s) and if Client and FRSecure agree that the physical security assessment will be performed from a remote location, then Client agrees to provide the services of an employee who will record video of Client's location, using third-party software, at the direction of FRSecure ("Location Video"). Client agrees that the Location Video will be used for security analysis and consultation services during an online video conference between Client and FRSecure. Client hereby acknowledges and consents to FRSecure recording the video conference including, without limitation, the

Location Video, and saving the same on FRSecure's servers. Client agrees that its employee will not record or include any personally identifiable information (PII) or protected health information (PHI) or similar information in the Location Video. FRSecure agrees to use the Location Video solely for purposes of Client work and agrees that the Location Video is the Confidential Information of Client.

4. PAYMENT, INVOICES AND TAXES.

For all Services performed under a Statement of Work or other request for Services that references this Agreement, Client shall: (i) pay FRSecure in accordance with each Statement of Work or at the then current FRSecure standard rates, whichever are applicable; (ii) reimburse FRSecure for all reasonable and necessary travel and living expenses FRSecure incurs performing such Services, provided such expenses are incurred in compliance with FRSecure's travel and expense policy, and provided further that such expenses are incurred pursuant to an applicable Statement of Work or other request for Services by Client; and (iii) pay FRSecure upon receipt of each invoice. All payments pursuant to this Agreement are non-refundable. Unless Client provides FRSecure with a valid tax exemption or direct pay certificate upon execution of this Agreement, Client is responsible for all taxes, duties, and customs fees which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on FRSecure's income or payroll. Client shall pay a service charge of equal to the lesser of twelve percent (12%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoice not paid within thirty (30) days after receipt. FRSecure invoices shall describe the following: (i) the time period for which the work and expenses are billed; (ii) the quantity of work performed; (iii) the hourly rates charged, if applicable; (iv) travel and living expenses by type and amount; and (v) totals.

5. SCOPE OF AUTHORITY/RELATIONSHIP OF THE PARTIES.

Except as expressly authorized in writing by Client, FRSecure shall have no authority or power, express or implied, to make any representations or warranties regarding Client or to bind or obligate Client or its Affiliates, either directly or indirectly, in any manner or thing whatsoever. In rendering Services pursuant to this Agreement, FRSecure (and FRSecure's Personnel) shall be acting as an independent contractor, not as an employee, fiduciary, or agent of, or joint venturer or partner with, Client or its Affiliates. Client is only interested in the results to be achieved, and the conduct and control of FRSecure's work within the scope of this Agreement shall lie solely with FRSecure, except that Client shall have a general right of supervision to secure the satisfactory completion thereof.

6. INSURANCE.

FRSecure shall maintain statutory minimum Worker's Compensation and Employer's Liability Insurance as required by the laws of any state or country in which Services are performed.

7. CONFIDENTIAL INFORMATION.

7.1 DEFINITION. The term "CONFIDENTIAL INFORMATION" shall mean: (i) any and all non-public information which is disclosed by either Party ("OWNER") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

7.2 TREATMENT OF CONFIDENTIAL INFORMATION. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know" or used by Recipient other than as authorized by this Agreement. Client shall protect the deliverables resulting from Services with the same degree of care. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

7.3 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Healthcare Clients Only: FRSecure does not expect to have access to confidential individually identifiable health information ("IIHI"), as that term is used in the Health Insurance Portability and Accountability Act ("HIPAA") in connection with its services. Because FRSecure has many healthcare clients and may inadvertently receive IIHI, it is FRSecure's policy that it will: (i) treat all individually identifiable information in compliance with all applicable federal and state laws; and (ii) implement and use any and all reasonable means and appropriate safeguards to prevent the use or disclosure of IIHI and will immediately notify Client of any unauthorized use or disclosure of IIHI.

7.4 RIGHTS AND DUTIES. The Recipient shall not obtain, by virtue of this Agreement, any right, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each Party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs, except that Recipient may keep an archival copy of Confidential Information for legal purposes.

7.5 SURVIVABILITY. The terms of this Section 7 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict with the provisions of this Agreement.

8. INDEMNITY.

8.1 PATENT AND COPYRIGHT INDEMNITY. Except as otherwise provided herein, FRSecure shall indemnify and defend Client against any claims that the Work Product (defined below) delivered to Client pursuant to a Statement of Work infringes any United States or Canadian patent or copyright, provided that FRSecure is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim FRSecure shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Work Product; (ii) replace or modify the Work Product so that it becomes non-infringing while giving equivalent performance; or (iii) if FRSecure cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Work Product and return only the Services fees paid by Client for such Work Product. FRSecure shall have no obligation or liability to indemnify and/or defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created, furnished or requested to be used, by or on behalf of Client, (ii) the alleged infringement is the result of a modification made by anyone other than FRSecure; (iii) Client's combination of the Services or Work Product with (a) hardware, software, materials, content or data not provided to Client by FRSecure, or (b) services or processes not performed by FRSecure, or (iv) Client uses the Work Product other than in accordance with this Agreement, any delivered documentation under a Statement of Work, or the underlying software license to use such Work Product.

8.2 INDEMNITY. Each Party ("INDEMNIFYING PARTY") shall indemnify and hold the other Party ("INDEMNIFIED PARTY") harmless against any third Party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

8.3 SURVIVAL. The terms of this Section 8 shall survive termination of this Agreement.

9. WARRANTIES AND REPRESENTATIONS.

Each Party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. FRSecure warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. Provided, however, to the extent Services provided by FRSecure are advisory, no specific result is assured or guaranteed. FRSECURE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER FRSECURE EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

10. LIMITATION OF LIABILITY.

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNITY) AND EXCEPT AS SET FORTH BELOW, FRSECURE'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID BY CLIENT IN THE LAST SIX (6) MONTHS FOR THE SERVICES RENDERED PURSUANT TO THE APPLICABLE STATEMENT OF WORK WHICH THE CLAIM OR ACTION AROSE. IN NO EVENT SHALL FRSECURE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN AS PART OF THE CONSIDERATION FOR THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FRSECURE'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, INFRINGEMENT CLAIMS OR ACTIONS, SHALL NOT EXCEED THE AMOUNT OF FRSECURE'S INSURANCE POLICY LIMITS FOR THE TYPE OF CLAIM OR ACTION IN QUESTION.

11. OWNERSHIP OF WORK PRODUCT.

Subject to payment in full of all amounts due to FRSecure in accordance with any applicable Statement of Work, Work Product shall be the property of Client. However, Client shall not license, sub-license, resell, transfer or make other commercial use of any Work Product. FRSecure's Materials shall at all times remain the sole and exclusive property of FRSecure. To the extent that FRSecure's Materials are used in developing, or are incorporated into, any Service or Work Product, and to the extent that ownership of the Work Product or Service is vested in Client, FRSecure shall and hereby does grant to Client a perpetual, irrevocable, transferable, nonexclusive, worldwide, fully paid-up and unrestricted right and license to use, display, reproduce, perform and make modifications to and derivative works based on, FRSecure's Materials only as part of the Services or Work Product and all iterations thereof.

12. MAINTENANCE OF DEVELOPMENT WORK.

Standard maintenance and support services offered by FRSecure do not cover any customized software or new development created under a Statement of Work. If available, maintenance and support may be addressed under a separate services agreement or in the applicable Statement of Work.

13. NOTICE.

All notices or other communications referenced under this Agreement shall be made in writing and sent to the address designated above, designated in a specific Statement of Work, or designated from time to time in writing by the Parties. All notices shall be deemed given to the other Party if delivered receipt confirmed, using one of the following methods: personal delivery, registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.

14. WAIVER.

No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both Parties.

15. FORCE MAJEURE.

Except for Client's obligation to pay FRSecure, neither Party shall be liable for any failure to perform its obligations under this Agreement or any Statement of Work if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. A Party whose performance is affected by such an event shall promptly notify the other Party of the delay and use commercially reasonable efforts to mitigate the adverse effects of such an event so as that performance can be achieved as soon as reasonably feasible. Notwithstanding the foregoing, if such a force majeure event continues for more than thirty (30) days, the other Party shall have the right to terminate this Agreement or any applicable Statement of Work.

16. DISPUTE RESOLUTION.

Any disputes or claims under this Agreement or its breach shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Arbitration shall be in Minneapolis, MN, and the laws of Minnesota shall be applied without application of its conflicts of laws provisions. Any decision in arbitration shall be final and binding upon the Parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, FRSecure may sue in any court for infringement of its proprietary or intellectual property rights.

17. AFFILIATES.

FRSecure understands and agrees that Client Affiliates may procure Services under this Agreement via execution of a Statement of Work. By executing a Statement of Work, the Parties acknowledge and agree that such Affiliate is bound by the terms and conditions under this Agreement solely for the purposes of the work to be performed under the Statement of Work. With regard to Statement of Works entered into by an Client Affiliate: (a) all references to "Client" in this Agreement shall be deemed to mean the Affiliate which entered into the Statement of Work, except where otherwise stated as "Affiliate", (b) each Statement of Work shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such Statement of Work and FRSecure and (c) Client shall have no liability under such Statement of Work.

18. RESTRICTION ON HIRE.

During the term of this Agreement and all Statements of Work and for a period of one year after the termination of this Agreement and all Statements of Work, neither Party shall: (i) solicit for employment and/or employ, any employee, agent or independent contractor of the other Party; (ii) interfere with or in any manner attempt to harm or terminate the other Party's relationship with any of its employees, agents or independent contractors; or (iii) participate or in any way assist any other person, business or entity in soliciting or hiring an employee, agent or independent contractor of the other Party. For purposes of this section, the definition of employee, agent and independent contractor shall include any past employee, agent or independent contractor who was employed or provided services to the other Party within six months of the termination of this Agreement and all Statements of Work. Notwithstanding the foregoing, nothing shall prevent the other Party from employing an employee of the other Party who: (i) responds to a general employment advertisement when such solicitation is not specifically directed at that individual; or (ii) is directed to the individual by employment search firms where such employment search firms are not directed by the other Party to initiate discussions with respect to the prospective employment of that individual.

Exhibit A - Example Statement of Work

NOTE: This is an example only. Formal Statements of Work will follow this or a similar format.

Statement of Work

The information contained within this document is a proposal and formal statement of work, if accepted by execution of this document.

Project Overview

Client Name:

Project Name:

Engagement Duration:

Begin Date:

End Date:

Approach and Process

Project Scope:

Project Constraints

Project Constraints:

Pricing and Payment Terms

Pricing and Payment Terms:

Customer Acceptance

Signatures:

B.O.C.C. Regular

Agenda Item 4. d.

Meeting Date: 12/14/2021

Title: MBCC grant application for YCDF

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Returned Tabled Item - YCDF is Applying for a MBCC to Provide Accurate Testing of COVID-19 in the Detention Facility

BACKGROUND:

YCDF is applying for a MBCC to provide accurate testing of COVID-19 in the facility.

RECOMMENDED ACTION:

Approve application.

Attachments

MBCC
MBCC2
MBCC3

Section 6. Signature Page

Print this document and have all sections signed. Scan and upload the signed signature page into Section 7.

Subgrant Application for Montana Board of Crime Control

The officials who certify this document to include Section 5: Special Assurances and Conditions, agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable. (Please refer to the Application Guidelines regarding signatures.)

Original Signatures are Required

A. Official Budget Representative (City/County Commissioner, Mayor, Department Head, or President of Board of Directors)	
Name: Denis Pitman Donald Jones Address: PO Box 35000 Zip: 59107 E-mail: dpitman@cc.yellowstone.mt.gov djones@yellowstonecountymt.gov Signature: _____	Title: Chair, County Commissioner City: Billings Phone: 406-256-2701 Fax: Date: _____
B. Project Director	
Name: Amanda Stonerock Address: 3486 Stone Mountain Circle Zip: 59106 E-mail: stonerockholdings#outlook.com StonerockHoldings@outlook.com Signature: _____	Title: Independent Contractor City: Billings Phone: 406-855-4490 Fax: X Date: _____
C. Financial Officer	
Name: Jennifer Jones Address: 316 N 26th Street #3101 Zip: 59101 E-mail: jjones@yellowstonecountymt.gov Signature: _____	Title: Assistant Finance Director City: Billings Phone: 406-256-2816 Fax: Date: _____

Signature Page for OSAS Application #:2702

Budget Narrative:

Yellowstone County Detention Facility COVID-19 Testing Proposal

YCDF submits this proposal to obtain funds to implement a low-cost, non-invasive, highly accurate, on-site COVID-19 testing process.

A. Personnel Costs

No Personnel Costs are being requested for this grant

B. Contracted Services:

Yellowstone County is requesting funds for a contracted staff member to develop and implement a testing procedure to be used for booking, staff and volunteers who are not vaccinated, and for contract tracing. Due to the heightened stresses the Pandemic has placed on the Sheriff Office, increased crime, and extra precautions affecting staff on-site, we would like to hire a consultant to help us accomplish the goals and objectives of this grant proposal that can be used far beyond the grant period.

The intention is to higher Amanda Stonerock of Stonerock Business Solutions, LLC, an Independent Contractor with the State of Montana to work with local health officials to develop and deploy a system-wide testing strategy for booking, contract tracing, and random testing to try to curb COVID-19 in the facility and protect inmates, staff, volunteers, vendors, and the community at large while maintaining as close to as normal operations as possible. Since this is a temporary need for the Sheriff's Office and specialty experience creating and deploying these types of procedures and plans and someone who can perform the duties necessary in reporting and tracking for the grant, it made sense to contract out this work.

Amanda has agreed to provide all these services for the grant period for a total lump sum of \$2,000. The duties will include collaborating with public health, jail staff, and county employees on creating and deploying a policy and procedure for testing. Additionally, Amanda will be performing all tracking and reporting requirements for the MBCC and collaborate with jail staff to track and report positives, number of tests, etc. As an independent contractor, Amanda will be responsible for all the costs associated with collecting, developing, and reporting. This includes but is not limited to computer, Microsoft office, internet, etc.

Contracted services totals \$2,000

C. Travel / Per Diem

No Travel/Per Diem is being requested for this grant

D. Equipment:

No equipment purchased is being requested for this grant

E. Operating Expenses:

The operating expenses needed are the purchase of the Corowell COVID-19 tests and subsequent application for tracking. Each test costs approximately \$10 though the price may be reduced with ongoing purchases. The tests last for at least 10 years if maintained properly so the intent is to make an initial lump sum purchase of 4,800 units.

Expenses total 4,800 units x \$10/test = \$48,000

Total = \$2,000 contracted services + \$48,000 operating expenses (supplies) = \$50,000

Total grant cost = \$50,000

MBCC share of project = 100%

There are no indirect costs being requested as part of this grant.

Executive Summary:

Who We Are: This grant application is submitted on behalf of the Yellowstone County Sheriff's Office and the Yellowstone County Detention Facility (YCDF) located at 3165 King Ave East in Billings, MT 59101. YCDF services not only Billings but surrounding counties who do not have a local jail facility and also serves many local cities and towns. Originally constructed in 1987, it has been remodeled several times over the last 25 years to expand housing operations. While built to a capacity of 434 to serve a growing incarcerated population, the facility tends to be over capacity and at the time of writing this proposal was over 525. YCDF operated under a "Direct Supervision" concept that focuses on the concept of control through effective staff presence and interaction. It was the first and still the only truly Direct Supervision Facility in the State of Montana.

As a result of the direct supervision, staff are often in regular, close contact with inmates and other staff. This approach is effective in managing jail populations but is a challenge in regard to the national COVID-19 Pandemic we are facing. During the initial onslaught of the Pandemic, the most vulnerable inmates were released, and limits were placed on program availability. As the Pandemic continues, traditional jail operations are vital to the overall management of the facility and include volunteer programs. These give the inmate a chance to interact with the outside community and help inmates recognize their potential for growth. From these programs, the inmate can learn useful skills, continue their education, overcome substance abuse problems, seek mental health counseling, receive spiritual guidance, learn parenting skills, work on anger and stress management, and ultimately learn to change anti-social and criminal behavior.

The jail staff benefits from these programs too. They see reduced inmate idleness and make inmates more productive, thus reducing inmate violence. The community also benefits by having

the offender leave the jail setting, ready to live and work as a contributing member to society. However, these programs are not feasible with the continuous spread of the virus and no cost nor time-effective means of testing.

Community Partners: During typical jail operations, YCDF relies on several community partners. The facility has a staff of 12 assistant chaplains representing a variety of religious denominations. An inmate may request a minister of his/her choice to come into the facility for a one-on-one visit or they may request to see a facility chaplain. Bible Study sessions and/or church services are conducted on Monday-Wednesday-Friday-Sunday. These are conducted by volunteers from area churches and by The Gideons. AA Meetings are held on Tuesday and Thursday evenings. Volunteers come into the facility from local chapters to work with interested inmates and inmates who are court ordered to attend these classes. Parenting Classes are available when time & staffing permits. Both female and male inmates have access to these groups. Scheduling of group times is dependent upon the volunteers who facilitate them. Narcotics Anonymous classes are held on Saturday evenings by volunteers from local chapters. GED Classes are also given throughout the year through School District #2.

What We Intend to Do: As the state's largest community detention facility, it is our goal to maintain as close to normal operations as possible. In order to achieve these outcomes, the measurables of the project include:

- Purchasing a low cost, highly effective, and less invasive COVID-19 test
- Implement regular testing of inmates at booking, staff and offender contacts

Needs Statement: According to the State of Montana, as of the date this grant proposal was finalized, Yellowstone County reported 30,821 cases of COVID-19 and 433 deaths. There are 2,237 active cases. Yellowstone County makes up over 24.7% of the active cases statewide and 17.1% of the state deaths. As the largest regional medical provider, RiverStone Health, the Local Health Authority, reports that we are beginning to outpace capacity of sufficient hospital staff, beds, and equipment to treat patients with COVID-19 and all other patients safely. Yellowstone County is the largest county of community transmission and is averaging 85 per 100,000 new cases per day with a positivity rate of 16.97% nearly double that of September 2020. The CDC and local health officials indicate that the Pandemic is likely to continue well into 2022 and the implementation of regular testing for those not vaccinated will be part of a new normal.

In 2018, Yellowstone County made up 15% of Montana’s population and 22% of Montana’s criminal offense (See Fig 1 below). KTVQ recently reported that according to FBI statistics in 2019, the rate of violent crime in the US was 370 per 100,000; however, in Billings it is 610 per 100,000, even higher than that of Montana (405 per 100,000). That is 65% higher than the national average.

Yellowstone County vs Montana Overall				
Year	Crime Montana	Crime Yellowstone Co.	Population Montana	Population Yellowstone Co.
2017	61,651	14,279	1,053,090	159,229
2018	61,717	13,539	1,062,305	160,137

Fig 1

As crime rises, the need for offender-beds is crucial. With the limits on spacing, testing inmates at booking and regular testing for inmates and staff will increase YCDF’s ability to maintain operations and continue to book offenders.

Each positive case in any offender facility creates a bottleneck for releases, reduces movements through re-centers, and delays transitioning into the community. From August 17, 2021 until October 21, 2021, YCDF had 40 known positive cases among offenders. This is just a small portion of the positive cases and provides challenges with housing, services, and staffing, to name a few. Based on all scientific reports, it is suspected that the Pandemic will continue at least through 2022. While it is difficult to predict the costs of future pandemic-related purchases and demand, it is realistic to suspect that YCDF could test up to 300 individuals a week during the booking and contact tracing process. Testing of this magnitude has been unrealistic previously as the costs of testing and staff time have been unfeasible. However, YCDF has found a lower-cost, non-invasive, and highly accurate testing option that will allow for increased testing for offenders, staff, and volunteers.

This rapid and objective COVID-19 symptom screening test has clinical and scientific evidence that provides a 95% rate of accuracy up to five days sooner than an antigen test. This test is the first FDA field test that can be done without the use of medical staff and can detect all current variants to the COVID-19 virus. Additionally, this test provides results in 60 seconds.

Currently, the widely used antigen tests have only been offered through FDA emergency use authorization (EUA) and therefore have not been rigorously tested or vetted as with other medical devices. While the polymerase chain reaction (PCR) molecular test is still the gold standard for testing as it has the highest sensitivity to measure the virus accurately, it is costly, requires a full genetic laboratory testing, and takes time, all hindrances of widespread testing.

Antigen, or rapid testing, is a molecular test that require specialized equipment, they are far less accurate and require a significant viral load. This means that someone has to be infected for several days (7-10) days before a positive will be provided. While it is less expensive and quicker, they are labeled moderately accurate at the 7+ day of the infection.

ID Now testing is a form of at home testing that can be purchased from the drug store and sent to a lab. While it has higher testing sensitivity than antigen tests, many researchers at Yale Medicine note that many do not use the point-of-care testing accurately. These are slower to get results and can be costly which prevent results that are effective when deciding quarantine needs and booking and would be too costly to implement systemwide.

The WHO declared, on March 11, 2020, COVID-19 as a pandemic with the sustained risk of further global spread. Extensively studied for more than 1 year (around 93.500 papers), viral COVID-19 infection is first characterized by fever, cough, shortness of breathing, sore throat, unusual fatigue and myalgia. COVID-19 has expanded rapidly since it was first identified and has been shown to have a wide spectrum of symptoms and severity. Incubation period is between 2 to 14 days with an average of 5.2 days, and contamination period, after appearance of the first symptoms, estimated to 8 days. Some recent studies indicate that during the incubation period, people are able to transmit the virus. Even more asymptomatic patients, estimated between 10-30% of cases, are potential transmitters of the disease. In other words, substantial undocumented infection facilitates the rapid dissemination of the virus which can be the source of up to 79% of the documented cases. The only valid test to detect the presence of the virus is the reverse transcription-polymerase chain reaction (RT-PCR), even if its sensitivity varies with the

specimen types. Nevertheless, the main problem with RT-PCR is its expensive price and long response time.

The Corowell Test offers the timely and accurate results needed to make a positive impact. The testing platform performs screening tests for subjects for anosmia, typical flu symptoms (fever, cough, shortness of breath, sore throat, muscle pain, and unusual fatigue) and a recent disorder of the sense of smell. The test was established in Germany and is widely used in Europe, Canada, and most recently the United States. With FDA registration, Health Canada Authorization, and clinical trials, the Corowell test has taken the necessary steps to validate the smell test.

The virus tricks the body to infraction, and it starts in the nose. It disrupts the way the nose collects smell senses and related back to the nose. A person may still have the ability to smell, but the brain will not recognize that smell. The ability to process and understand what a person is smelling is impaired during the COVID-19 infection. Olfactory dysfunction has been shown to be the strongest predictor of COVID-19 positivity compared to other symptoms. New loss of taste or smell begins from day 1-3 of the virus while cough , fever, vomiting or diarrhea starts from day 5-6 and muscle aches beyond.

The Corowell test uses the uses a screening tool and a scratch and sniff test to screen for potential positives. Meta-analysis confirmed olfactory dysfunction to occur as high as 77% of the time. Viral loads were poorly correlated with COVID-19 symptoms and outcome, excepted for dyspnea and anosmia, which were significantly associated with lower viral loads. It is significantly more frequent amongst COVID-19 patients than influenza patients. The sudden

reduction of smell, especially if not associated with rhinitis symptoms and nasal obstruction, should be considered as highly suggestive of COVID-19 infection. The loss of smell is generally accepted as a probable prediction of a positive case. In a case report of reinfection, it is mentioned as the unique symptom. Corowell has been able to establish smell testing that screen for anosmia (loss of smell) may be the initial indicator of the infection, including in otherwise asymptomatic patients. Even more, it is considered to be a better predictor than a fever. Because of high specificity as COVID-19 symptom, olfactory dysfunction has been shown to be the strongest predictor of COVID-19 positivity when compared to other symptoms in logistic regression analysis. Smell testing is justified as a screening tool for COVID-19 and can be valuable for early diagnosis and widely implemented.

Goal: To continue to provide objective jail classification while considering the results of COVID-19 screening during booking and placement for every jail inmate, and to provide the opportunity for a low-cost, highly effective COVID-19 screening tool to use with staff, volunteers, vendors, and inmates while contact tracing.

Objectives:

Objective #1: To purchase at least 4,800 Corowell scratch and sniff COVID-19 testing kits to be used during booking, for contact tracing, and for exposed or unvaccinated staff. This will occur within the first month of the grant and be used through the grant period.

Objective #2: To obtain a consultant to develop and implement a testing procedure and to review, track, and report on COVID-19 testing and positive rates. This will begin immediately upon award of the grant and continue through the grant period.

Objective #3: To develop and implement a testing procedure for booking, contact tracing, and for staff and volunteer use. This will begin within the first month of the grant and be completed by the end of month two.

Implementation Plan: Given that this grant proposal is for testing, the implementation plan will be fairly simple. The following table shows the individual steps necessary for successful implementation and execution of the grant proposal.

Goal	To continue to provide objective jail classification while considering the results of COVID-19 screening during booking and placement for every jail inmate, and to provide the opportunity for a low-cost, highly effective COVID-19 screening tool to use with staff, volunteers, vendors, and inmates while contact tracing.			
Activity/ Action Step	Responsible Person(s)	Timeline	Resources Needed	Projected Costs
Objective #1	To purchase at least 4,800 Corowell scratch and sniff COVID-19 testing kits to be used during booking, for contact tracing, and for exposed or unvaccinated staff. This will occur within the first month of the grant and be used through the grant period.			
Obtain Corowell Tests	Purchasing Dept.	Month 1	Time/Money	\$48,000
Objective #2	To obtain a consultant to develop and implement a testing procedure and to review, track, and report on COVID-19 testing and positive rates. This will begin immediately upon award of the grant and continue through the grant period.			
Hire a grant consultant	Jail Sgt/HR	Month 1- Month 2	Time/Money	\$2,000

Objective #3	To develop and implement a testing procedure for booking, contact tracing, and for staff and volunteer use. This will begin within the first month of the grant and be completed by the end of month two.			
Develop testing procedure for booking	Consultant	Month 1- Month 2	Time/Access to Data	None
Develop testing procedures for staff and volunteers	Consultant	Month 1 – Month 2	Time	None
Develop testing procedures for contract testing	Consultant	Month 1 – Month 2	Time	None
Develop tracking and reporting system for testing.	Consultant/Jail Staff	Month 2- Month 12	Time/ Computer/ Excel	None

Collaboration Plan: The scope of this grant opportunity limits the ability to collaborate with other agencies to some extent. However, jail staff will work with a hired consultant to develop a plan and procedure for administering testing for new inmates, staff, volunteers, and those who may have been exposed to COVID-19. It is expected that this individual will work with local health authorities and provide reporting information to the MBCC as part of the grant application.

Yellowstone County Detention Facility is committed to keeping inmates, staff, volunteers, and the community at large safe. Increased testing capabilities will allow us to better work internally and with inmates as they transition to the community. This may result in some collaborative opportunities for community partners where inmates are released.

B.O.C.C. Regular

Agenda Item 4. e.

Meeting Date: 12/14/2021

Title: Parks Department Contract Addendum #1- Susan Jordan -Zimmerman Park Janitorial Services

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Parks Department Contract Addendum #1 with Susan Jordan for Zimmerman Park Janitorial Services

BACKGROUND:

The Parks Department is requesting Commissioner approval for a contract extension with Addendum #1 with Susan Jordan for Janitorial Services for Zimmerman Park. The original contract was signed on December 26th, 2018. Addendum #1 will extend the contract through June 30th, 2023. All other terms of the contract will remain the same.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Parks Dept- Addendum #1 Zimmerman Park Janitorial

November 30th, 2021

Zimmerman Park Janitorial Maintenance

Addendum #1

The original contract for Janitorial Services for Zimmerman Park was signed on December 26th, 2018. This addendum will extend the contract through June 30th, 2023. All other terms of the contract will remain the same.

Yellowstone County
Billings, MT 59101

Contractor
Susan Jordan

Donald W Jones Date
BOCC Chair



Susan Jordan

Attest:

Jeff Martin, Clerk & Recorder

B.O.C.C. Regular

Agenda Item 4. f.

Meeting Date: 12/14/2021

Title: RM88 - Request for Records Disposal

Submitted By: Anna Ullom, Accountant

TOPIC:

Request for Records Disposal for all Warrants Paid and Voided between 8 - 10 yrs old

BACKGROUND:

Request to dispose of Paid and Voided warrants past the Audit + 7 year period and not yet 10 years old.

RECOMMENDED ACTION:

Approve.

Attachments

RM88 Request for Records Disposal

RECORDS DESTRUCTION DOCUMENT (RM88)

NO. 1

PAGE 1 OF 2 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:

Yellowstone County

2. AGENCY CONTACT:

NAME: Anna Ullom

PHONE #: 406-256-2783 EMAIL: aullom@yellowstonecountymt.gov

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- Delete
 Incinerate
 Shred as Classified
 Toss without Restriction
 Other: Explain

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. *Documentation attached from Historical Society.*

SIGNATURE:

NAME AND TITLE:

DATE:



Reviewed and released by the Montana State Archivist 12/07/2021

5. LIST OF RECORD SERIES

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
COUNTY-5	31b	AF-5 Item 31b - Warrants Paid	Audit + 7 years	1/8/01-11/30/13		

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: Date:

Signature:

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title:

Signature:

B.O.C.C. Regular

Agenda Item 4. g.

Meeting Date: 12/14/2021

Title: Hulteng CCM Contract - Owner's Representative -MetraPark
Infrastructure Improvements

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Hulteng CCM Contract for MetraPark Infrastructure Owners Representative

BACKGROUND:

A Request for Proposals was released on October 5th, 2021 for Owner's Representative for the MetraPark Infrastructure Improvements. Proposals were due on October 25th. Two proposals were received and were opened and acknowledged on the Commissioners' regular Board Meeting on October 26th, 2021. Proposals were referred to Committee for Recommendation. The Selection Committee unanimously recommended Hulteng CCM and the Board approved the Committee's Recommendation for Hulteng CCM on November 1st, 2021. A contract was drafted and is presented for Board approval and signature.

RECOMMENDED ACTION:

Approve the request, sign the contract and return a copy to Finance

Attachments

Hulteng CCM Owners Rep- MetraPark Infrastructure

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into this _____ day of _____ 2021, 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 for Metra Park Infrastructure and related campus projects.

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, construction and post occupancy phases of the projects.
- 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, RFP's and bid procurement 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 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.

Owner



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 November 10th , 2021 and will be billed hourly until a full scope and timeline for the project/projects can be determined at which point CCM will provide a fixed fee proposal to the County. Any additional services will be billed at the reimbursable rates provided below until a scope of the projects and duration can be determined. 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 party's 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 PRECONSTRUCTION SERVICES:

Compensation for Owner's Representatives Professional Services shall be reimbursed at:

Principal	\$165.00 hour
Project Manager	\$135.00 hour
Project Engineer	\$ 95.00 hour
Clerical	\$ 75.00 hour

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 \$12.65 per site visit plus \$42.50 travel time 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.

Owner



CCM

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 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 Court, 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.

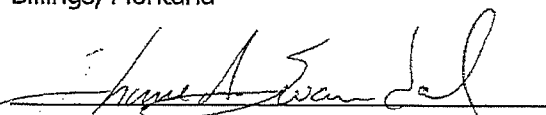
IN WITNESS WHEREOF:

The parties hereby set their hands and seals this _____ day of _____, 2021:

Yellowstone County
Billings, Montana

Hulteng CCM, Inc.
Billings, Montana

Yellowstone County Commissioner


Shane A. Swandal, President

Owner


CCM

B.O.C.C. Regular

Agenda Item 4. h.

Meeting Date: 12/14/2021

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Accountant

TOPIC:

Bond for Lost warrant

BACKGROUND:

BFLW on lost/stale dated check

RECOMMENDED ACTION:

Approve reissue.

Attachments

BFLW

Bonds for Lost Warrants

BOND FOR LOST WARRANT

On June 5, 2020 Yellowstone County issued a warrant number 29419 to Hein, Justin (Principal) in the amount of \$94.80. The warrant was drawn in payment of Tax Refund #D08024A – Parcel #'s D09505 & C12764 Not Paid. 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 \$94.80 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 \$189.60 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 1st day of December, 2021.

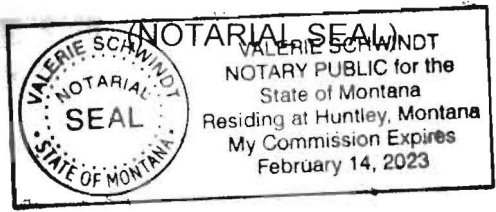

Principal

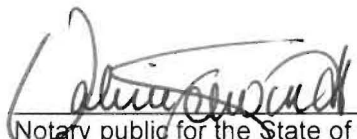
Principal

2839 East J Rd
Mailing Address for replacement check

Balkatone MT 59006

SUBSCRIBED AND SWORN to before me this 1st day of December, 2021.




Notary public for the State of MT
Residing at Huntley
My commission expires Feb. 14, 2023

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

10/25/21

BOND FOR LOST WARRANT

On July 2, 2020, Yellowstone County issued a warrant numbered 19972 to BURLINGTON NORTHERN SANTA FE (Principal) in the amount of \$500.00. The warrant was drawn in payment of restitution for case # CR-910-19-2099. 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 \$500.00 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 \$1000.00 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 Fifteenth day of November, 2021.

BNSE Railway Company
Principal

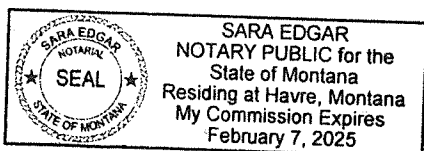
Principal

235 Main St. Havre MT 59501
Mailing Address for replacement check

[Signature]

SUBSCRIBED AND SWORN to before me this 15th day of November, 2021.

(NOTARIAL SEAL)



Sara Edgar
Notary public for the State of Montana
Residing at Havre
My commission expires 2-7-2025

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

10/26/21

BOND FOR LOST WARRANT

On March 24, 2020 Yellowstone County issued a warrant numbered 492228 to Otteson, Jeana R. (Principal) in the amount of \$250.00 (VA Burial Benefit – M. Otteson). The warrant was drawn in payment of claim number 544732. 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 \$250.00 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 \$ 500.00 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 29th Nov 2021 day of November, 2021.

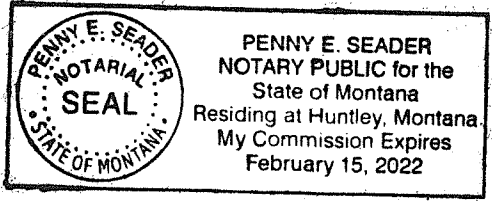
Jeana R. Otteson
Principal

Principal

1046 1/2 Shepard Rd.
Mailing Address for replacement check

SUBSCRIBED AND SWORN to before me this 29th day of November, 2021.

(NOTARIAL SEAL)



Penny E. Seader
Notary public for the State of Montana
Residing at Huntley, Montana
My commission expires February 15, 2022

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

10/18/21

B.O.C.C. Regular

Agenda Item 4. i.

Meeting Date: 12/14/2021

Title: Certification of Official Custodian Government Depositor

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Certification of Official Custodian(s) - Government Depositor

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Certification of Official Custodian Government Depositor



Bank Use Only:		
ECN	WCIS ID	Account Number
101687175	233332972	XXXXXXXXXX

Certification of Official Custodian(s) - Government Depositor



1. Introduction.

Pursuant to 12 C.F.R. 330.15, the Federal Deposit Insurance Corporation (FDIC) separately insures each official custodian of funds deposited with an insured institution. The purpose of this certification is to confirm to Wells Fargo Bank, N.A. (Bank) the official custodian(s) of the government depositor identified below. This certification does not establish or confer transactional or other authority with respect to any account or related services maintained by the government depositor with Bank.

2. Definitions.

For purposes of this certification, the following terms have the following meanings:

"Government depositor" includes the following

- (i) the United States,
- (ii) any state of the United States, or any county, municipality, or political subdivision thereof,
- (iii) the District of Columbia,
- (iv) the Commonwealth of Puerto Rico or any other territory of the United States, or any county, municipality or political subdivision thereof, or
- (v) an Indian tribe (as defined in 25 U.S.C. 1452(c)) or any agency thereof.

"Official custodian" means an official of the government depositor that has plenary authority, including control, over funds owned by the government depositor that the official is appointed or elected to serve. Control of funds owned by a government depositor includes possession, as well as the authority to establish accounts for such funds in insured depository institutions and to make deposits, withdrawals, and disbursements of such funds.

3. Certification.

The undersigned authorized representative of the government depositor identified below certifies to Bank that he or she is duly authorized by the government depositor to provide this certification on its behalf, and that the official(s) of the government depositor listed (by title) below is or are its official custodian(s):

Note: Please only list the official title(s) (such as Treasurer, Comptroller, Chief Financial Officer, etc.) of the official custodian(s). Do **not** list the name(s) of the official custodian(s). You are not required to list more than one (1) official custodian.

Official Custodian Title <u>County Commissioner</u>	Official Custodian Title <u>County Clerk + Recorder</u>
Official Custodian Title <u>County Commissioner</u>	Official Custodian Title _____
Official Custodian Title <u>County Commissioner</u>	Official Custodian Title _____
Official Custodian Title <u>County Treasurer</u>	Official Custodian Title _____

4. Signatures.

This certification may be signed using an "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act.

Certified on behalf of:

Certified by:

YELLOWSTONE COUNTY

(Name of Government Depositor)

(Signature)

81-6001449

(Employer Identification Number
of Government Depositor)

(Name)

(Title)

(Date)

B.O.C.C. Regular

Agenda Item 5. a.

Meeting Date: 12/14/2021

Title: Non Renewal of Ticketing Contract

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Non Renewal of Ticketing Contract

BACKGROUND:

N/A

RECOMMENDED ACTION:

Approve.

B.O.C.C. Regular

Agenda Item 5. b.

Meeting Date: 12/14/2021

Title: MetraPark - Ad Agreements

Submitted For: Ray Massie, Marketing and Sales Director

Submitted By: Darcie Tempel

TOPIC:

Briggs Advertising Agreement

BACKGROUND:

Briggs Ad Agreement

RECOMMENDED ACTION:

For Consent

Attachments

Briggs Dist

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this 1st day of December, 2021, by and among Briggs Distributing ("Advertiser"), and YELLOWSTONE COUNTY, MONTANA ("Provider").

WHEREAS, Yellowstone County/MetraPark has installed certain video display, scoreboard, electronic message center equipment and/or other components at, within or around MetraPark. MetraPark retains the exclusive right to market and sell the advertising rights upon such equipment and other components and within, around and/or at such facilities; and

WHEREAS, Yellowstone County/MetraPark has marketed to the Advertiser certain advertising rights and the Advertiser desires to acquire certain advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

1. Granting of Advertising Rights. Subject to the terms and conditions of this advertising agreement the Provider hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising specifications hereunder shall be provided by Provider in accordance with Attachment A at all events to be held within, around and/or at the Facility; provided, however, that Advertiser understands that certain events held in the Facility, such as, but not limited to, Commencement activities, may not allow advertising to be present.

2. Term. This Agreement and the grant of Advertising hereunder shall be for a term of eighteen (18) months beginning on January 1, 2022. Any renewal periods will be for twelve (12) month periods beginning on July 1, 2023 with the renewal period commencing each year on the anniversary date (the "Term"). Each subsequent twelve (12) month period during the Term commencing on July 1, 2023 and on each anniversary thereof shall be referred to as an "Agreement Year." Any renewal periods will be for twelve (12) months, not to exceed a total of seven years. Advertiser shall notify Provider in writing of its intent to terminate this Agreement at least sixty (60) days prior to the end of an "Agreement Year". If Advertiser does not exercise its right to terminate in a timely fashion, this agreement will renew at terms provided herein. Provider may terminate this agreement by providing written notice to Advertiser at least sixty (60) days prior to end of an "Agreement Year."

3. Advertising Fees. In consideration for the Advertising, fabrication of panels, if any, other on-premise signage, if any, and custom programming or conversion, if any, Advertiser shall pay the sum of \$8,000 (the "Advertising Fees") per Agreement Year, payable per Attachment B (Payment Schedule). The payments shall be directed to MetraPark at the address specified on the signature page hereof. Any applicable sales, use privilege, ad valorem, excise or other similar taxes shall be paid by Advertiser in addition to Advertising Fees. Production and installation costs of two faces in this agreement are MetraPark responsibility.

4. Casualty; Impairment; Extension. In the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Provider shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Provider agrees to provide to Advertiser, an extension of the Advertising provided hereunder for events similar in type and exposure and held at the Facility, as deemed appropriate by Provider in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section 5.

5. Nonpayment. In the case of Advertisers' failure to pay the Advertising Fees hereunder

within twenty (20) days of due date, Provider shall have the right to declare immediately due and payable the present value (discounted using an 8.5% rate of interest) of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity.

6. Limitation of Liability. The entire liability of Provider to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Provider be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Provider knew or should have known of the possibility of such damages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Provider from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from (i) the negligence or fault of the Provider or the Provider's agents or employees with respect to its operation of the Equipment or otherwise, or (ii) any early termination of this Agreement by the Provider other than as a result of the negligent act or material breach.

7. No Warranties. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, PROVIDER EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Provider.

9. Marketing Materials. The Advertiser acknowledges and agrees that Provider may, and hereby authorizes Provider to take and utilize in any of its marketing materials photographs of the Equipment and inventory upon and after installation; provided, however, that the depiction of the Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, and the Equipment.

10. Miscellaneous. No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of war or terrorism. The parties agree that if any part or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, or to be in conflict with any law or, including but not limited to the NCAA, interscholastic governing bodies or the Provider's rules or regulations, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, or Provider are partners or joint ventures with the other or others.

11. Non-Disclosure. Advertiser acknowledges and understands that Provider is a public entity subject to public disclosure laws of the State of Montana and understands that agreements entered into by the Provider are subject to those laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: Briggs Distributing Company, Inc.

By John F. Decker
[authorized signature only]

John F. Decker
[print or type name clearly]

Title President
Dated 12/8/2021

INVOICE INFORMATION

Name/Title: John Decker
Company: Briggs Distributing
Mailing Address: 3545 Hesper Road, Billings, MT 59102
Phone: 406-294-2337
Fax:
E-mail: jjdecker@briggsdistributing.com

PROVIDER: YELLOWSTONE COUNTY, MONTANA-BOARD OF COUNTY COMMISSIONERS

By _____
Donald W. Jones
Chair, Board of County Commissioners

Witness: _____
Jeff Martin, Clerk and Recorder

By _____
John Ostlund
Member, Board of County Commissioners

By _____
Denis Pitman
Member, Board of County Commissioners

Dated _____

Contact Information
Board of County Commissioners
PO Box 35000
Billings, MT 59107
406.256.2701 (p)
406.256.2777 (l)
bocc@co.yellowstone.mt.gov

PAYMENTS TO:
Yellowstone County Finance
P. O. Box 35003
Billings, MT 59107

ATTACHMENT A
ADVERTISING SPECIFICATIONS

PERMANENT SIGNAGE

- ARENA
 - Two (2) Lightbox signs placed in the following locations
 - Floor level on the northeast corner next to beer garden
 - West lobby of First Interstate Arena on interior wall.



Location of signage in the arena at MetraPark.

ATTACHMENT B
PAYMENT SCHEDULE

Agreement Year 1: For services rendered January 1, 2022 to June 30, 2023

Payment 1: \$4,000 Payment due on or before February 1, 2022

Payment 2: \$8,000 Payment due on or before July 1, 2022

Payments in subsequent renewal years are due July 1 of the Agreement Year.

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE

ADVERTISER INITIALS: _____

A handwritten signature in black ink, appearing to be 'JAS', is written over a horizontal line.

B.O.C.C. Regular

Agenda Item 6. a.

Meeting Date: 12/14/2021

Title: Recommendation of Award for Public Works Asphalt Overlay Project I

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Recommendation of Award for Asphalt Overlay Project I to Knife River - Billings

BACKGROUND:

Recommendation of Award for Asphalt Overlay Project I for the maintenance overlay of Yardoffice Rd, Seitz Ronan RD, Frtz Rd, 80th St W, Keller Rd, and Sportsman Park Rd.

RECOMMENDED ACTION:

The Public Works Department recommends awarding Public Works Asphalt Overlay Project I to the low bid submitted by Knife River for the bid price of \$1,495,100

Attachments

Bids

YELLOWSTONE COUNTY BID TABULATION FORM

Department: Public Works

Date: November 30, 2021

Project: Asphalt Overlay Project I 2021-2022 – Yard Office Road, Seitz Ronan Road, Fritz Road, 80th Street West, Keller Road, Sportsman Park Road

Vendor Name	Bid Bond	Lump Sum		
Riverside Contracting, Inc. 5571 Alloy S, Missoula, MT 59808	X	\$1,715,264.00		
Askin Construction, LLC 3300 2 nd Avenue Ste 3, Billings, MT 59101	X	\$1,752,205.00		
Knife River – Billings PO Box 80066, Billings, MT 59108-0066	X	\$1,495,100.00		

B.O.C.C. Regular

Agenda Item 6. b.

Meeting Date: 12/14/2021

Title: Recommendation of Award for Public Works New 3/4 ton Pickups

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Recommendation of Award for Public Works New 3/4 ton Pickups to Lithia CJD of Billings

BACKGROUND:

Recommendation of Award for the purchase fo 4 new 3/4 ton Pickups to update our current fleet.

RECOMMENDED ACTION:

The Public Works Department recommends awarding the purchase fo the New 3/4 ton Pickups to the bid submitted by Lithia CJD of Billings for the lump sum price for all 4 pickups of \$178,805.50

Attachments

Bids

B.O.C.C. Regular

Agenda Item 6. c.

Meeting Date: 12/14/2021

Title: Contract for the Replacement of Bridge 28-32

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Contract with D.W. Oxendahl for the Replacement of Bridge 28-32

BACKGROUND:

Contract with D.W. Oxendahl for the replacement of bridge 28-32

RECOMMENDED ACTION:

Approve contract

Attachments

Contracts

SECTION 00500
Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price

This agreement is dated as of the _____ day of _____, by and between Yellowstone County, Montana (hereinafter called Owner), and D.W. Oxendahl (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 November 2, 2021.

2. Contract Term

Contractor shall have all work substantially complete by April 1, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 15 days after the date of substantial completion.

3. Contract Price

Owner shall pay the Contractor the amounts listed in their Bid Form dated November 22, 2021. (\$208,950.00)

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

5.1 Contents

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

- 1) This Agreement (pages 1 to 5, inclusive).
- 2) Invitation to Bid (pages 1 to 7, inclusive).
- 3) Instructions to Bidders (pages 1 to 11, inclusive).
- 4) Performance bond (pages 1 to 3, inclusive).
- 5) Payment bond (pages 1 to 3, inclusive).
- 6) General Conditions (pages i-v and 1 to 65, inclusive).
- 7) Supplementary Conditions (pages 1 to 14, inclusive).
- 8) Special Provisions (pages 1 to 9, inclusive).
- 9) Montana Prevailing Wage Rates (pages 1 to 13, inclusive).
- 10) Specifications as listed in the table of contents of the Project Manual.
- 11) Drawings consisting of 8 sheets with each sheet bearing the following general title: Yellowstone County, Bridge 28-32 Replacement
- 12) Addenda (numbers ___ to ___, inclusive).
- 13) Exhibits to this Agreement (enumerated as follows):
 - i) Notice of Award (pages 1 to 1, inclusive).
- 14) The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - i) Notice to Proceed.
 - ii) Work Change Directives.
 - iii) Change Orders.
 - iv) Field Orders.
- 15) Permits, Approved and Pending.
- 16) The Montana Public Works Standard Specifications, Sixth Edition, April 2010, collectively referred to as the MPWSS, as may be modified by the above Contract Documents. (The MPWSS is not attached to the Agreement.)
- 17) The Montana Department of Transportation Standard Specifications for Road and Bridge Construction, 2020 edition, as may be modified by the above Contract Documents. (The Standard Specifications are not attached to the Agreement.)

5.1.2 The documents listed in Paragraph 5.A are attached to this Agreement (except as expressly noted otherwise above).

5.1.3 There are no Contract Documents other than those listed above.

5.1.4 The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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 and Great West Engineering, 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.
- 6.10 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.

7. Termination

- 7.1 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.

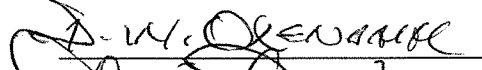

This Agreement will be effective _____.

OWNER:

Yellowstone County
Billings, MT 59101

Donald W. Jones
BOCC Chair

CONTRACTOR:

OWNER MANDRA
Authorized Representative

Attest:

Jeff Martin _____
Clerk & Recorder

B.O.C.C. Regular

Agenda Item 6. d.

Meeting Date: 12/14/2021

Title: Final Resolution to Abandon Certain Roads in Magnus Subdivision

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 21-103 to Abandon Certain Roads in Magnus Subdivision 2nd Filing

BACKGROUND:

See attached resolution.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution 21-103 to Abandon Certain Roads in Magnus Subdivision

Map for Abandonment of Certain Roads in Magnus Subdivision

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 21-103

Resolution to Abandon Certain Roads in Magnus Subdivision 2nd Filing

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, a portion of East 12 Street, a road that runs north south from the Big Ditch to East 12th Street and two alleys that run north south from the Big Ditch to East 12th Street are dedicated, unconstructed roads within Yellowstone County in Magnus Subdivision 2nd Filing. Magnus Subdivision 2nd Filing, Doc. No. 595193. The Yellowstone County Board of County Commissioners has the authority to manage the roads and alleys, including the authority to abandon the roads and alleys. On September 1, 2020, the Board received a petition to abandon the roads and alleys. Samuel Huseby and Junia Wollmann, the owners of the lots that abut the roads and alleys, want the Board to abandon the roads and alleys to use the right-of-ways of the roads and alleys to develop the land.

WHEREAS, the Board reviewed the petition. The petition appeared legally sufficient to appoint a Board of Viewers to investigate the proposed abandonment. On October 20, 2020, the Board appointed a Board of Viewers. On November 24, 2020, the Board of Viewers submitted a report on the proposed abandonment. The Board of Viewers' Report recommended that the Board abandon the roads and alleys with conditions. On December 1, 2020, the Board set a public hearing on the proposed abandonment for December 15, 2020. On December 4, 2020 and December 11, 2020, the Yellowstone County Clerk and Recorder published notice of the public hearing and the petition in the *Yellowstone County News*.

WHEREAS, on December 15, 2020, the Board held a public hearing on the proposed abandonment. The Board heard comments on the proposed abandonment and considered the Board of Viewer's recommendation. The Board determined that it would be in the best interest of the public to abandon the roads and alleys. No one has constructed the roads or alleys. The roads and alleys are not needed for access. On the same date, the Board passed a resolution of intent to abandon the roads and alleys if Samuel Huseby and Junia Wollmann met the stated conditions.

WHEREAS, on April 28, 2021, Samuel Huseby and Junia Wollmann advised the Yellowstone County Public Works Department that they had satisfied the conditions to have the roads abandoned. The Public Works Department verified that the conditions had been satisfied.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners abandons the roads and alleys in Magnus Subdivision 2nd Filing as indicated in the petition. Samuel Huseby and Junia Wollmann satisfied the conditions to abandon the roads and alleys. The Board orders the Yellowstone County Public Works Director to modify the County Road Book to indicate the Board abandoned the roads and alleys and send by certified mail a copy of this resolution to those property owners whose property abuts the abandoned portion of the roads and alleys. The abandoned right-of-way for the roads and alleys are aggregated into the land that abuts the right-of-way as indicated by the amended plat.

Passed and Adopted on the 14 day of December 2021.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair
Yellowstone County Commissioner

John Ostlund, Member
Yellowstone County Commissioner

Denis Pitman, Member
Yellowstone County Commissioner

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

State of Montana }
 ss.
County of Yellowstone }

On December 14, 2021, before me personally appeared Donald W. Jones, John Ostlund and Denis Pitman members of the Board of County Commissioners of Yellowstone County, and Jeff Martin, the Yellowstone County Clerk and Recorder, and acknowledged to me that they executed this Resolution to Abandon Certain Roads in Magnus Subdivision 2nd Filing on behalf of Yellowstone County in their official capacities as Board Members and the Clerk and Recorder.

Notary Public For the State of Montana
Residing at Billings, Montana.
My commission expires _____

(Notarial Seal)

B.O.C.C. Regular

Agenda Item 6. e.

Meeting Date: 12/14/2021

Title: Notice to Proceed for Bridge 28-32

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Notice to Proceed Work for Bridge 28-32

BACKGROUND:

Notice to proceed for the replacement of bridge 28-32

RECOMMENDED ACTION:

Approve notice

Attachments

Contracts

NOTICE TO PROCEED

Owner:	Yellowstone County	Owner's Contract No.:	Bridge 28-32
Contractor:	D.W. Oxendahl Const.	Contractor's Project No.:	
Engineer:	Great West Engineering	Engineer's Project No.:	2-21125
Project:	Bridge 28-32 Replacement	Contract Name:	Bridge 28-32 Replacement
		Effective Date of Contract:	December 14, 2021

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on December 14, 2021. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is April 1, 2022, and the date of readiness for final payment is April 16, 2022.

Before starting any Work at the Site, Contractor must comply with the following: None

Owner:

By: Authorized Signature
Donald W. Jones
Title: Commission Chair
Date Issued: 12/14/2021

Copy: Engineer

B.O.C.C. Regular

Agenda Item 6. f.

Meeting Date: 12/14/2021

Title: Resolution to Abandon Certain Roads in West Meadows Subdivision

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 21-104 to Abandon Certain roads in West Meadows Subdivision

BACKGROUND:

Final resolution, all of the conditons have been met.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution to Abandon Certain Roads in West Meadows Subdivision

Abandonment Map

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 21-104

Resolution to Abandon Certain Roads in West Meadows Subdivision

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, Blue Still Circle, White Pine Circle, West Bird Way, Zanes Circle and Vescue Way are dedicated unconstructed roads within Yellowstone County. West Meadows Subdivision, October 16, 2007, Doc. No. 3442199. The Yellowstone County Board of County Commissioners has the authority to manage the roads, including the authority to abandon the roads. On June 18, 2020, the Board received a petition to abandon Blue Still Circle, White Pine Circle, West Bird Way, Zanes Circle and a portion of Vescue Way. Jerry Kruchensky, the owner of the lots that abut the roads, wants the Board to abandon the roads to reconfigure the lots to aggregate the roads into the lots. Kruchensky wants to replat the land and reconfigure the lots and roads.

WHEREAS, the Board reviewed the petition. The petition appeared legally sufficient to appoint a Board of Viewers to investigate the proposed abandonment. On September 15, 2020, the Board appointed a Board of Viewers. On December 2, 2020, the Board of Viewers submitted a report on the proposed abandonment. The Board of Viewers' Report recommended that the Board abandon the roads with conditions. On December 8, 2020, the Board set a public hearing on the proposed abandonment for December 22, 2020. On December 11, 2020 and December 18, 2020, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*.

WHEREAS, on December 22, 2020, the Board held a public hearing on the proposed abandonment. The Board heard comments on the proposed abandonment and considered the Board of Viewer's recommendation. The Board determined that it would be in the best interest of the public to abandon the roads. No one has constructed the roads. The roads are not needed for access. On the same date, the Board passed a resolution of intent to abandon the roads if Jerry Kruchensky met the stated conditions.

WHEREAS, on May 25, 2021, Jerry Kruchensky advised the Yellowstone County Public Works Department that he had satisfied the conditions to have the roads abandoned. The Public Works Department verified that the conditions had been satisfied.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners abandons the roads in West Meadows Subdivision as indicated in the petition. Jerry Kruchensky satisfied the conditions to abandon the roads. The Board orders the Yellowstone County Public Works Director to modify the County Road Book to indicate the Board abandoned the roads and send by certified mail a copy of this resolution to those property owners whose property abuts the abandoned portion of the roads. The abandoned right-of-way for the roads are aggregated into the land that abuts the right-of-way as indicated by the amended plat.

Resolution No. 21-104

Resolution to Abandon Certain Roads in West Meadows Subdivision

1 of 2

Passed and Adopted on December 14, 2021.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair
Yellowstone County Commissioner

John Ostlund, Member
Yellowstone County Commissioner

Denis Pitman, Member
Yellowstone County Commissioner

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

State of Montana }
 ss.
County of Yellowstone }

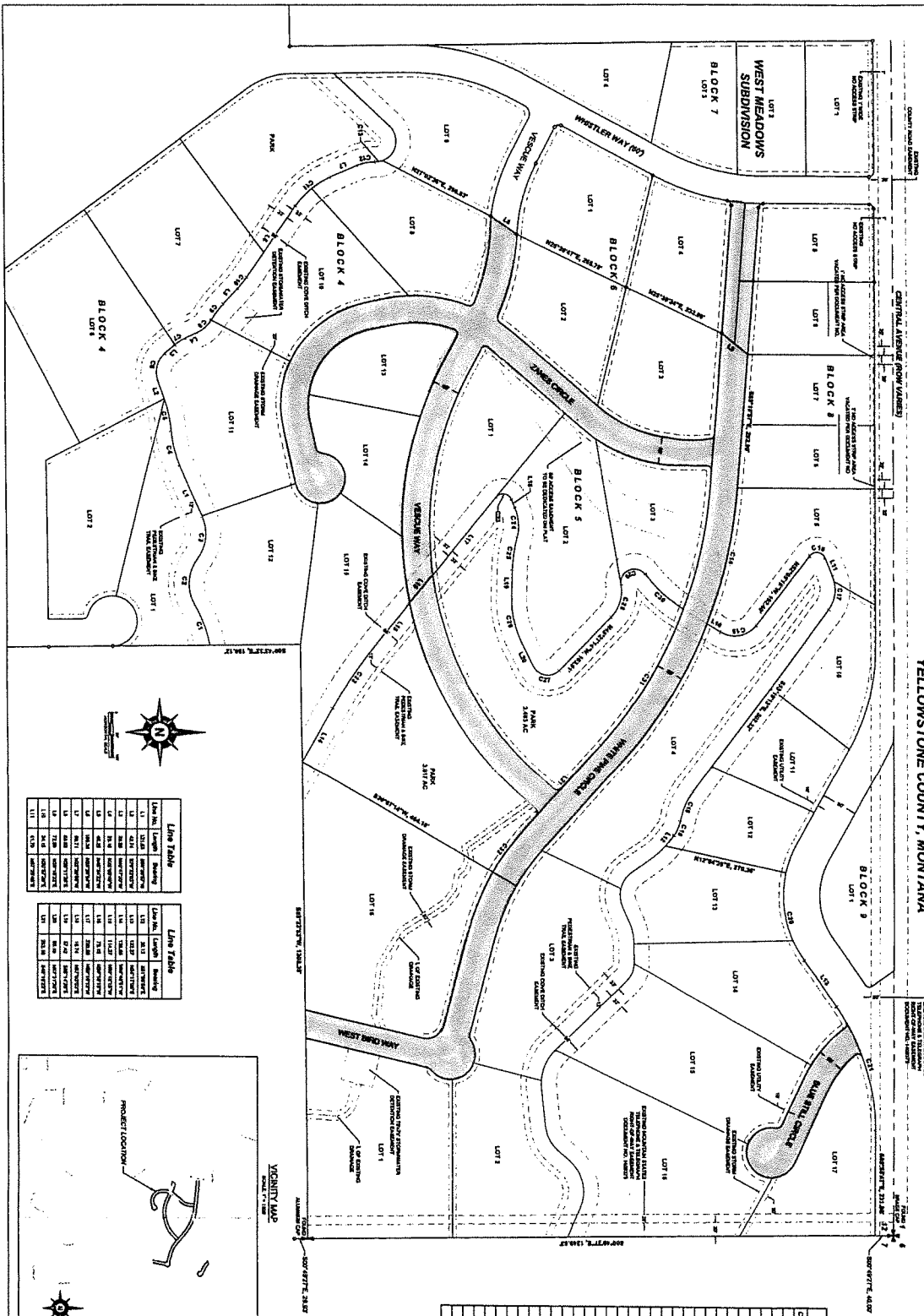
On December 14, 2021 before me personally appeared Donald W. Jones, John Ostlund and Denis Pitman, members of the Board of County Commissioners of Yellowstone County, and Jeff Martin, the Yellowstone County Clerk and Recorder, and acknowledged to me that they executed this Resolution to Abandon Certain Roads in West Meadows Subdivision on behalf of Yellowstone County in their official capacities as Board Members and the Clerk and Recorder.

Notary Public For the State of Montana
Residing at Billings, Montana.
My commission expires _____

(Notarial Seal)

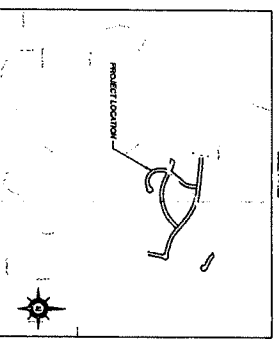
ROAD VACATE EXHIBIT

BEING A VACATION OF ALL OF ZANES CIRCLE, WEST BIRD WAY, BLUE STILL CIRCLE, AND WHITE PINE CIRCLE, AND A PORTION OF VESQUE WAY, WITHIN WEST MEADOWS SUBDIVISION SITUATED IN THE N1/2, NE1/4 OF SECTION 12, T-15S, R-24E, P.M.M., YELLOWSTONE COUNTY, MONTANA



Curve No.	Point	Length	Chd.	Chd. (feet)	Point Length
C1	PC	10.00	10.00	10.00	10.00
C2	PT	10.00	10.00	10.00	10.00
C3	PT	10.00	10.00	10.00	10.00
C4	PT	10.00	10.00	10.00	10.00
C5	PT	10.00	10.00	10.00	10.00
C6	PT	10.00	10.00	10.00	10.00
C7	PT	10.00	10.00	10.00	10.00
C8	PT	10.00	10.00	10.00	10.00
C9	PT	10.00	10.00	10.00	10.00
C10	PT	10.00	10.00	10.00	10.00
C11	PT	10.00	10.00	10.00	10.00
C12	PT	10.00	10.00	10.00	10.00
C13	PT	10.00	10.00	10.00	10.00
C14	PT	10.00	10.00	10.00	10.00
C15	PT	10.00	10.00	10.00	10.00
C16	PT	10.00	10.00	10.00	10.00
C17	PT	10.00	10.00	10.00	10.00
C18	PT	10.00	10.00	10.00	10.00
C19	PT	10.00	10.00	10.00	10.00
C20	PT	10.00	10.00	10.00	10.00
C21	PT	10.00	10.00	10.00	10.00
C22	PT	10.00	10.00	10.00	10.00
C23	PT	10.00	10.00	10.00	10.00
C24	PT	10.00	10.00	10.00	10.00
C25	PT	10.00	10.00	10.00	10.00
C26	PT	10.00	10.00	10.00	10.00
C27	PT	10.00	10.00	10.00	10.00
C28	PT	10.00	10.00	10.00	10.00
C29	PT	10.00	10.00	10.00	10.00
C30	PT	10.00	10.00	10.00	10.00
C31	PT	10.00	10.00	10.00	10.00
C32	PT	10.00	10.00	10.00	10.00
C33	PT	10.00	10.00	10.00	10.00
C34	PT	10.00	10.00	10.00	10.00
C35	PT	10.00	10.00	10.00	10.00
C36	PT	10.00	10.00	10.00	10.00
C37	PT	10.00	10.00	10.00	10.00
C38	PT	10.00	10.00	10.00	10.00
C39	PT	10.00	10.00	10.00	10.00
C40	PT	10.00	10.00	10.00	10.00
C41	PT	10.00	10.00	10.00	10.00
C42	PT	10.00	10.00	10.00	10.00
C43	PT	10.00	10.00	10.00	10.00
C44	PT	10.00	10.00	10.00	10.00
C45	PT	10.00	10.00	10.00	10.00
C46	PT	10.00	10.00	10.00	10.00
C47	PT	10.00	10.00	10.00	10.00
C48	PT	10.00	10.00	10.00	10.00
C49	PT	10.00	10.00	10.00	10.00
C50	PT	10.00	10.00	10.00	10.00

Line No.	Length	Stationing
L1	10.00	0+00.00
L2	10.00	0+10.00
L3	10.00	0+20.00
L4	10.00	0+30.00
L5	10.00	0+40.00
L6	10.00	0+50.00
L7	10.00	0+60.00
L8	10.00	0+70.00
L9	10.00	0+80.00
L10	10.00	0+90.00
L11	10.00	1+00.00



LEGEND

- ROAD VACATE
- SECTION 16 CORNER
- ROAD MARK
- ROAD MARK C/P
- STREET MARK TO BE VACATED
- ACCESS SUBJECT TO BE CONVEYED ON PAINT
- EXISTING EASEMENT
- PROPOSED EASEMENT

ROAD VACATE EXHIBIT

DATE: 12/12/2012

BY: [Signature]

FOR: [Signature]

SCALE: AS SHOWN

1. DISTANCE FROM SECTION CORNER TO CENTERLINE OF ROAD

2. DISTANCE FROM SECTION CORNER TO CENTERLINE OF ROAD

B.O.C.C. Regular

Agenda Item 6. g.

Meeting Date: 12/14/2021

Title: IFB Public Works Asphalt Overlay Project II 2021-2022

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Invitation for Bid Public Works Asphalt Overlay Project II 2021-2022 - Shepherd Road and E.W. Tenny Road

BACKGROUND:

Invitation for Bid for the asphalt overlay of Shepherd Rd and E.W.Tenny Rd

RECOMMENDED ACTION:

Approve the invitation for bid

Attachments

Bids

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
PUBLIC WORKS ASPHALT OVERLAY PROJECT II 2021-2022
Shepherd Road and E.W. Tenny**

Yellowstone County will receive sealed bids for asphalt overlay on various County roads per the enclosed specifications until 5:00 p.m. January 10th, 2022. All bids must be submitted in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office in the Stillwater Building, Room 3101, 316 North 26th Street, Billings, MT 59101. Envelopes containing bids must be marked "2021-2022 Public Works Asphalt Overlay Project II" in the lower right-hand corner.

All Bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 5:00 p.m. January 10th, 2022.

All timely bids will be opened and read aloud at 9:30 a.m. January 11th, 2022 in the Commissioners Board Room, Room 3108, located on the third floor of the Stillwater Building 316 North 26th Street. All bids received that are time and date stamped later than 5:00 p.m. January 10th, 2022 will not be opened.

All bids must include a bid bond made in favor of Yellowstone County in an amount equal to 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; b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund c) a bid bond or bonds, original only, no copies, executed by a surety company authorized to do business in the State of Montana. Personal checks, business checks, and facsimiles will not be accepted for bid security.

No bid may be withdrawn prior to sixty (60) days after the scheduled time for receipt of the bids.

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.

All contractors and subcontractors performing work pertaining to the construction, reconstruction, or improvement of any public road or street or bridge construction repair or maintenance awarded by any government agency, must obtain and maintain a Special Fuel User Permit from the Montana Department of Transportation.

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.

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. Those directives are as follows:

- (1) the contractor and any subcontractors are required to pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. This information is included in the four prevailing wage rate schedules that are being provided to each bidder as part of this bid package. The current schedules are also available at the State of Montana web-site <http://www.mtwagehourbopa.com>. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and subcontractor is 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 and subcontractor's completion of work on the project;
- (3) each contractor is required to post a statement of all wages and fringe benefits in compliance with statute 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.

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 state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

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.

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.

Information relating to the bid specifications should be addressed to Clay Moore at 406-256-6824. Questions concerning the bid procedure may be addressed to James Matteson at 406-256-2717.

The Board of County Commissioners will award the asphalt overlay project 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 which best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 14th day of December 2021.

Board of County Commissioners
Yellowstone County, Montana

(Seal)
Attest:

Donald W. Jones, Chair

Jeff Martin, Clerk and Recorder

INSURANCE REQUIREMENTS

The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/Yellowstone County Public Works, 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/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 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/Yellowstone County Public Works 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/Yellowstone County Public Works 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 /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 from the result of Contractors negligence during this project, and for which Yellowstone County /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/Yellowstone County Public Works is liable for any damages by reason of a non-delegable duty.

WORKERS COMPENSATION

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 are 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 of the project.

CHECK LIST

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

Read and understand the specifications and bid procedure.

Enclosed the required ten (10) percent bid bond.

Make yourself familiar with any State or County laws that pertain to this bid.

Asked and received answers to any questions regarding the bid procedure, specifications or questions of a general nature.

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.

GENERAL INFORMATION

The Yellowstone County Public Works Department is currently requesting bids for the asphalt overlay of Shepherd Road and E.W. Tenny Road and all adjoining intersections and paved approaches.

The description of the area of the roads to be overlaid is as follows:

Starting at the intersection of Shepherd Road and Highway 312. pave north on Shepherd Road approximately 7.3 miles to the intersection of Shepherd Road and E.W. Tenny Rd.

Starting at the intersection of Shepherd Road and E.W. Tenny Rd pave north on E.W. Tenny Road for approximately 1.3 miles to the intersection of E.W. Tenny Road and Pleasant Hollow Trail Road.

All the above overlays are to be typically 24 feet wide or cover the existing asphalt.

The selected Contractor will be required to overlay these roads in two lifts, ending up with a 3-inch compacted minimum thickness. The use of a leveling ski and a 6 to 8-inch slope shoe at centerline and shoulder will be required. It will be the Contractor's responsibility to supply all necessary equipment, material and labor to complete these projects, including but not limited to the application of a tack coat (tack must be applied to all asphalt surfaces including each overlay lift and all

joints), all necessary traffic control, the raising of all iron (manholes, water valves etc.) and any necessary permits or fees required for the completion of the project.

The selected Contractor will also be required to provide a 100-foot transition milling taper at the beginning and end of the project, all rail crossings, cattle guards and all bridge approaches. The transition milling must be tapered from 3 inches deep to 0 inches and be for the full overlay width.

Additionally, the contractor will be required to provide 30-foot paved approaches on all intersecting County roads that are gravel. These paved approaches shall be placed using traditional asphalt hot mix Type B plant mix. These approaches shall be placed within 2 days of the main line paving.

All intersecting public roads with paved approaches shall be paved 30 feet (using traditional asphalt hot mix Type B plant mix). Also all paved intersecting public roads shall have 30 foot transition millings. These transition millings must be tapered from 3 inches deep to 0 inches and be for the full overlay width.

All intersecting private approaches with paving shall be paved (using traditional asphalt hot mix Type B plant mix) 20 feet or cover existing asphalt up to 40 feet in length, whichever is greatest. Also all private approaches that intersect the main line paving shall have transition millings for the full width of the private approach (if it is greater than 20 feet in length). These transition millings must be tapered from 3 inches deep to 0 inches and be for the full overlay width.

Transition milling must be tapered from 3 inches deep to 0 inches and be for the full overlay width. The Contractor will also be required to mill a joint on all private paved approaches 20 feet or cover existing paved approach, whichever is greater. Contractor will also be required to extend to a minimum of 2 feet for all gravel driveways and mailbox and field approaches as needed.

The contractor will be responsible for the temporary taper on the transition milling. If the transition millings will not be overlaid within 7 calendar days, the contractor will be required to use asphalt for the temporary tapers not millings.

The contractor will be responsible for any trimming of shoulders on all roads to be paved if needed.

The contractor will not be required to provide any striping for the project.

A Traffic Control Plan is required to be submitted by Contractor and reviewed by Mr. Bobb Hilliard, Traffic Coordinator for the Yellowstone County Road

Department, prior to any work. Road closures of portions of roads may be allowed, provided that local access is maintained.

All work must meet the Montana Public Works Standard Specifications and daily test results will be required for extraction gradation and compaction. It will be the contractor's responsibility to pay for all necessary testing. The asphalt shall be PG 70-28 and the asphalt mix shall be B-Modified on the section of Shepherd Rd from Highway 312 to 50 feet north of the intersection of Shepherd Rd and Scandia Rd. The remainder of Shepherd Rd and E.W. Tenny Rd shall be PG 64-22 and the asphalt mix shall be B-Modified.

All labor and material used during the course of the project must be warranted for a period of one (1) year after acceptance by Yellowstone County. The project must be completed and invoiced no later than June 17th, 2022.

Alternate I

Beginning at the intersection of Highway 312 going north on Shepherd Road to the intersection of Scandia Road mill 2 inches full width of the existing asphalt. The millings generated from this project shall be delivered to the CA Road beginning at the end of the existing pavement just north of the intersection of CA Road and Peaceful Plateau Rd.

The millings will be dumped along the shoulder of the road at the rate of approximately 40 ton per 100 feet. County will be responsible for the millings once they are dumped on the road shoulder and traffic control on this part of the project.

Any questions concerning this project should be directed to Clay Moore, Assistant Road and Bridge Director at the Yellowstone County Public Works Department, (406) 256-6824 or cell phone number (406) 208-9077.

**2021-2022 ASPHALT OVERLAY PROEJCT II
BID SHEET
Shepherd Road and E.W. Tenny Rd**

To: Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107-5000

THE UNDERSIGNED BIDDER, having familiarized himself/herself with the work required by the bid documents, the site(s) where the work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself/herself of the expense and difficulties attending performance of the work,

HEREBY PROPOSES and agrees, if this bid is accepted, to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work and the furnishing of all labor, materials and equipment, supplies, permits, bonds, insurance for the total bid of:

Words
Alternate 1

Figures

Words

Figures

SIGNATURE OF BIDDER _____

COMPANY _____

ADDRESS _____

CITY, STATE _____

PHONE NUMBER _____

MONTANA PUBLIC CONTRACTORS' REGISTRATION NUMBER _____

DATE _____

I acknowledge receiving the following addenda, if applicable.

#1 _____
Initials Date

#2 _____
Initials Date

B.O.C.C. Regular

Agenda Item 6. h.

Meeting Date: 12/14/2021

Title: Authorization from the Board of County Commissioners for the Calling of Bid on January 10, 2022 at 5:00 pm for the 2022 RSID Crack and Chip Seal Proc

Submitted By: Mike Black

TOPIC:

Invitation for Bid for the 2022 RSID Crack and Chip Seal Project for the Public Works Department

BACKGROUND:

The County Engineer prepares a larger project of various RSID's for crack and chip seal maintenance of roads in those RSID's every 2 years.

RECOMMENDED ACTION:

Approve the bid package and authorize to calling of bids

Attachments

IFB for 2022 RSID Crack and Chip Seal

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
2022 RSID CHIP SEAL AND CRACK SEAL PROJECT**

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids for chip sealing approximately 21 miles of County roadway and other associated items including crack sealing (of approximately 21 miles). This project includes roads in Rural Special Improvement Districts (RSID). A list of the roads and / or subdivisions to be chip sealed and crack sealed are as follows:

- RSID 574 – EMERALD HILLS, WESTGATE SUB
- RSID 658 – QUARTER HORSE ACRES
- RSID 664 – DANIELS SUB
- RSID 678 – HOMEWOOD PARK SUB
- RSID 689 – SADDLEBACK RIDGE ESTATES
- RSID 698 – SIERRA ESTATES 2ND SUB
- RSID 701 – PHEASANT BROOK SUB
- RSID 703 – BEARTOOTH POINTE SUB
- RSID 727 – FARNUM SUB
- RSID 728 – LINLEE LAKE SUB
- RSID 730 – EMERALD EAGLES SUB
- RSID 742 – COLLINGWOOD SUB
- RSID 753 – GRANITE ESTATES SUB
- RSID 757 – HUNTLEY ESTATES SUB
- RSID 806 – RIVER RANCH RETREAT SUB
- RSID 808 – SHILOH ESTATES SUB
- RSID 810 – HESPER MEADOWS SUB
- RSID 811 – SPRING MEADOWS SUB

Specifications for “CRACK SEAL” and “CHIP SEAL” are attached. Maps showing the roads to be crack sealed and chip sealed are available at the Yellowstone County Public Works office.

All bids must be labeled ‘2022 Chip Seal and Crack Seal Project’ and mailed in triplicate (1 original and 2 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the third floor of the Stillwater Building, 316 N 26th Street, Billings, MT 59101, to be received no later than 5:00 p.m. January 10, 2022. All bids received by this time and date will be opened and read aloud at 9:30 a.m. January 11, 2022 in the Commissioners Board Room, Room 3108 of the Stillwater Building, 316 N 26th Street. Bids received after the aforementioned time and date will not be considered. No bid may be withdrawn after the scheduled time for receipt of the bids.

All bids must include a Bid Bond in favor of Yellowstone County 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.

No bid may be withdrawn prior to sixty (60) days after the scheduled time for receipt of the bids.

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.

The successful bidder will be required to provide the County with a performance bond and labor and materials payment bond, both in 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project.

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

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. Those directives are as follows:

(1) the contractor and any subcontractors are required to pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. This information is included in the four prevailing wage rate schedules that are being provided to each bidder as part of this bid package. The current schedules are also available at the State of Montana web-site <http://www.mtwagehourbopa.com>. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.

(2) each contractor and subcontractor is 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 and subcontractor's completion of work on the project;

(3) each contractor is required to post a statement of all wages and fringe benefits in compliance with statute 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.

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 state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

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.

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.

The Board of County Commissioners 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. Yellowstone County intends to award all work to one (1) contractor. It is the intention of the County to undertake and complete all portions of this project in 2022 but if that is not possible either because of weather, funding, or availability of materials; the lowest bid submitted for the overall project will considered first. A preconstruction meeting will be held after bid opening and prior to the County giving Contractor the Notice to Proceed.

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 14th day of December 2021.

Board of County Commissioners
Yellowstone County, Montana

Donald W. Jones, Chair

(Seal)
Attest:

Jeff Martin, Clerk and Recorder

INSURANCE REQUIREMENTS

The following insurance coverage must be in force throughout the project. Coverage may be obtained through either a general liability policy or excess liability umbrella coverage.

General Liability

Commercial General Liability	General Aggregate	\$2,000,000
Products-Comp/OP AGG		\$2,000,000
Occurrence	Personal & Adv Injury	\$1,000,000
Each Occurrence		\$1,000,000
Fire Damage (any one fire)		\$ 100,000
Medical Expense (any one person)		\$ 5,000

Automobile Liability	\$1,000,000
(Hired and non-owned autos)	

Workers Compensation

State	Statutory
Federal	Statutory
Employer's Liability	\$ 500,000

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 bond.
3. Have made yourself familiar with any State or County laws that pertain to the bid.
4. Asked and received 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.

Yellowstone County 2022 Chip Seal and Crack Seal Project Price Sheet (1 of 5)

Please include this sheet (these sheets) with your other documents when submitting your proposal.
Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Price
1.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 574</u> <u>EMERALD HILLS, WESTGATE</u>	_____	_____
2.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 574</u> <u>EMERALD HILLS, WESTGATE</u> <u>Using "pick up" broom</u>	_____	_____
3.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 658</u> <u>QUARTER HORSE ACRES</u>	_____	_____
4.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 658</u> <u>QUARTER HORSE ACRES</u> <u>Using "pick up" broom</u>	_____	_____
5.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 664</u> <u>DANIELS SUB</u>	_____	_____
6.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 664</u> <u>DANIELS SUB</u> <u>Using "pick up" broom</u>	_____	_____
7.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 678</u> <u>HOMEWOOD PARK SUB</u>	_____	_____
8.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 678</u> <u>HOMEWOOD PARK SUB</u> <u>Using "pick up" broom</u>	_____	_____
9.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 689</u> <u>SADDLEBACK RIDGE ESTATES</u>	_____	_____
10.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 689</u> <u>SADDLEBACK RIDGE ESTATES</u> <u>Using "pick up" broom</u>	_____	_____
11.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 698</u> <u>SIERRA ESTATE 2ND SUB</u>	_____	_____
12.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 698</u> <u>SIERRA ESTATE 2ND SUB</u> <u>Using "pick up" broom</u>	_____	_____

Yellowstone County 2022 Chip Seal and Crack Seal Project Price Sheet (2 of 5)

Please include this sheet (these sheets) with your other documents when submitting your proposal.
Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Price
13.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 701</u> <u>PHEASANT BROOK SUB</u>	_____	_____
14.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 701</u> <u>PHEASANT BROOK SUB</u> <u>Using "pick up" broom</u>	_____	_____
15.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 703</u> <u>BEARTOOTH POINTE SUB</u>	_____	_____
16.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 703</u> <u>BEARTOOTH POINTE SUB</u> <u>Using "pick up" broom</u>	_____	_____
17.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 727</u> <u>FARNUM SUB</u>	_____	_____
18.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 727</u> <u>FARNUM SUB</u> <u>Using "pick up" broom</u>	_____	_____
19.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 728</u> <u>LINLEE LAKE SUB</u>	_____	_____
20.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 728</u> <u>LINLEE LAKE SUB</u> <u>Using "pick up" broom</u>	_____	_____
21.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 730</u> <u>EMERALD EAGLES SUB</u>	_____	_____
22.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 730</u> <u>EMERALD EAGLES SUB</u> <u>Using "pick up" broom</u>	_____	_____
23.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 742</u> <u>COLLINGWOOD SUB</u>	_____	_____
24.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 742</u> <u>COLLINGWOOD SUB</u> <u>Using "pick up" broom</u>	_____	_____

Yellowstone County 2022 Chip Seal and Crack Seal Project Price Sheet (3 of 5)

Please include this sheet (these sheets) with your other documents when submitting your proposal.
Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Price
25.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 753</u> <u>GRANITE ESTATES SUB</u>	_____	_____
26.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 753</u> <u>GRANITE ESTATES SUB</u> <u>Using "pick up" broom</u>	_____	_____
27.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 757</u> <u>HUNTLEY ESTATES SUB</u>	_____	_____
28.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 757</u> <u>HUNTLEY ESTATES SUB</u> <u>Using "pick up" broom</u>	_____	_____
29.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 806</u> <u>RIVER RANCH RETREAT SUB</u>	_____	_____
30.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 806</u> <u>RIVER RANCH RETREAT SUB</u> <u>Using "pick up" broom</u>	_____	_____
31.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 808</u> <u>SHILOH ESTATES SUB</u>	_____	_____
32.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 808</u> <u>SHILOH ESTATES SUB</u> <u>Using "pick up" broom</u>	_____	_____
33.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 810</u> <u>HESPER MEADOWS SUB</u>	_____	_____
34.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 810</u> <u>HESPER MEADOWS SUB</u> <u>Using "pick up" broom</u>	_____	_____
35.	<u>1</u>	<u>L.S.</u>	<u>Crack Seal RSID 811</u> <u>SPRING MEADOWS SUB</u>	_____	_____
36.	<u>1</u>	<u>L.S.</u>	<u>Chip Seal RSID 811</u> <u>SPRING MEADOWS SUB</u> <u>Using "pick up" broom</u>	_____	_____

Yellowstone County 2022 Chip Seal and Crack Seal Project Price Sheet (4 of 5)

Please include this sheet (these sheets) with your other documents when submitting your proposal.
Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

Total Bid: _____

BASIS OF AWARD: The Board of County Commissioners 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. Yellowstone County intends to award all work to one (1) contractor. It is the intention of the County to undertake and complete all portions of this project in 2022 but if that is not possible either because of weather, funding, or availability of materials; the lowest bid submitted for the overall project will be considered first. A preconstruction meeting will be held after bid opening and prior to the County giving Contractor the Notice to Proceed.

Yellowstone County 2022 Chip Seal and Crack Seal Project Price Sheet (5 of 5)

Please include this sheet (these sheets) with your other documents when submitting your proposal.

SIGNATURE OF BIDDER:

If an Individual: _____, doing business
as _____

If a Partnership: _____
by _____, partner

If a Corporation: _____
(a _____ Corporation)
by _____ (SEAL &)
Title _____ (ATTEST)

Business Address and Phone Number of Bidder

The Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

Submitted this _____ day of _____, 20_____.

B.O.C.C. Regular

Agenda Item 6. i.

Meeting Date: 12/14/2021

Title: 2022 MDA Special County Grant

Submitted For: Joe Lockwood, Supervisor **Submitted By:** Joe Lockwood,
Supervisor

TOPIC:

2022 MDA Special County Grant

BACKGROUND:

Special County Grant Funds used to cover cost of new GPS Equipment, Updating Rate Controllers for spray trucks, purchasing educational supplies for Noxious Weed Education Program through the weed district, purchasing salt cedar herbicide. We apply for this grant every year and always use the entire \$7500.00.

RECOMMENDED ACTION:

Review and approve please.

Thank You for your past support and any and all future support will greatly be appreciated.

Thank You
Joe Lockwood
Weed Coordinator
Yellowstone County Weed District

Attachments

2022 Special County Grant

County Weed Budget Information

County Only - Weed Budget	\$398,351.40	0.68	\$270,878.95	\$0.00	\$20,000.00	\$24,500.00	\$315,378.95
	County 1 Mill	Mills Levied	Total Mill Levy	General Fund	Contracted Services	Other Funding (RAC, etc.)	Total Weed Budget

Financial Narrative & Project Description

Category	Amount	Description
Salaries	\$0.00	
Benefits	\$0.00	
Supplies & Materials	\$0.00	
Contracted Services	\$0.00	
Equipment	\$7,500.00	Update GPS System/Education Supplies/Spray Equipment/Salt Cedar Herbicide
Repair & Maintenance	\$0.00	
Totals	\$7,500.00	

Attachments

TAX ID#

TAX ID#* 81-6001449

Signature Block

Tribal Use Only:

By checking this box and typing my name I certify I am an authorized representative for the Reservation and concur with the grant expenditures that will be used to facilitate noxious weed activities. (all fields must be entered)

Authorized Representative

Enter full name Title Date

County Use Only:

By checking this box and typing my name I certify I am an authorized representative for the Weed District and that I have notified the County Commissioners and County Weed Board of the expenditures in this grant application. I also certify that I contacted the County Clerk & Recorder to confirm that the county weed district has an established 2140 and/or 2840 fund, and the budget figures on this grant application are true and correct. (all fields must be entered)

Authorized Representative

Yes Joe Lockwood County Weed Coordinator 12/09/2021

Enter full name Title Date

For Department Use Only

The Montana Department of Agriculture approves this grant agreement in the amount \$7,500.

Department Authorization

MT Department of Agriculture Date

B.O.C.C. Regular

Agenda Item 6. j.

Meeting Date: 12/14/2021

Title: Request to Extend abandonment of of roads in Terrace Estates 3rd Filing fo
1 Year

Submitted By: Mike Black

TOPIC:

Request to Extend Abandonment for 1 Year for the Proposed Abandonment of Various
Roads in Terrace Estates Subdivision - 3rd Filing

BACKGROUND:

n/a

RECOMMENDED ACTION:

FYI

Attachments

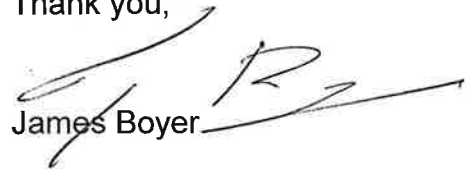
Boyer Extersion Request

December 9, 2021

Board of County Commissioners:

We respectfully request a one-year extension to complete the requested items on the Boyer Property on Alkali Creek Rd.

Thank you,


James Boyer

BOARD OF VIEWERS REPORT

TO: Yellowstone County Board of County Commissioners
FROM: Board of Viewers
DATE: November 24, 2020
SUBJECT: *PETITION TO ABANDON VARIOUS ROADS IN TERRACE ESTATES
SUBDIVISION – 3RD FILING, LOCATED IN YELLOWSTONE COUNTY,
MONTANA*

BACKGROUND

A field inspection to view this petition was conducted on November 12, 2020 by Mike Black – PE, Jeff Martin, and Denis Pitman. Scott Walker is familiar with the area and reviewed said area by using current imagery (both street view and aerial).

The following people comprised the Board of Viewers:

Mike Black, PE,	Senior Yellowstone County Civil Engineer
Scott Walker,	Billings City / Yellowstone County Planning Department
Jeff Martin,	Yellowstone County Clerk and Recorder
Denis Pitman,	Yellowstone County Commissioner

FINDINGS

Yellowstone County has received a petition to abandon the following roads in the subject subdivision:

- Jack and Jill Avenue,
- Sun Valley Road (portion from Jack And Jill Avenue to Alkali Creek),
- Dewdrop Circle,
- Sage Drive from Alkali Creek Road north to end of cul-de-sac,
- Woodland Trail from Alkali Creek Road north to end of cul-de-sac,
- Valley Heights Road from Alkali Creek Road north Jack And Jill Avenue,
- Three (3) other unnamed bulbs or cul-de-sacs from Alkali Creek Road north.

These portions of road right-of-way have not been used for roads in the recent past. These roads were dedicated as public roads as part of the of the subdivision located in Yellowstone County.

The petition to abandon this portion of road was received from James and JoAnn Boyer, who own the adjacent lands on all sides of the road rights-of-way. The petitioners intend to replat lands as part of larger and fewer lots. The petition was received on September 28, 2020.

The petitioner desires to eliminate the public rights-of-way of these portions of roads to better use land for larger and fewer lots. These portions of roads have not been used for roads in the recent past and are not anticipated to be used for roads in the future.

Legal and physical access will be provided, as a condition to abandonment, to all resulting – replatted – affected parcels.

Yellowstone County agrees to this proposal, provided that the conditions stated below in the recommendations are met. Yellowstone County has no need or interest in the use of these portions of roads for current or future roadway purposes.

From the review of this petition, it appears that legal access will continue to be provided to all abutting private lands. Based on the information above the abandonment of this portion of road appears logical.

RECOMMENDATIONS

The Board of Viewers recommends conditional approval of the abandonment of the portions of the above stated roads in the Terrace Estates Subdivison 3rd Filing in Yellowstone County, subject to the following conditions:

1. Petitioner shall submit and file (record) an amended plat, aggregating the portions of roads into the adjacent resultant parcels,
2. Petitioner is requested to include additional dedication to the public on the amended plat for additional road width for Alkali Creek Road (approximately 750 to 1,000 feet in length – from the north west point on the plat to the south east along the north side of Alkali Creek Road – to enable Yellowstone County realignment of Alkali Creek Road as part of the replacement of the Alkali Creek Bridge that is currently being designed),
3. Petitioner shall show on the amended plat all necessary easements for sanitary sewer and storm drainage conveyance as currently needed and currently requested by the City of Billings,
4. Petitioner shall show on the amended plat all parkland descriptions (meets and bounds) to the satisfaction of the City of Billings Parks Department (in roughly the same area measurement in acres – as is currently shown on the existing plat and existing amended plats),
5. Petitioner has one year to complete all conditions for abandonment to be finalized.

Respectfully Submitted,

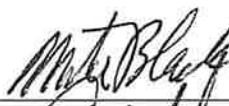



Board of Viewers

Mike Black, PE
Senior Yellowstone County Civil Engineer

Scott Walker
City / County Planning Department

Jeff Martin
Yellowstone County Clerk and Reorder

Denis Pitman
Yellowstone County Commissioner

	11-24-2020
	Date
	11.24.2020
	Date
	11/24/2020
	Date
	11-24-2020
	Date

B.O.C.C. Regular

Agenda Item 7.

Meeting Date: 12/14/2021

Title: Department of Corrections Contract

Submitted For: Val Weber

Submitted By: Tami Kelling

TOPIC:

Department of Corrections Contract for Youth Services

BACKGROUND:

Please have BOCC review and BOCC chair sign.

RECOMMENDED ACTION:

For BOCC chair to sign

Attachments

Youth Detention Center Reimbursement Contract

YOUTH DETENTION CENTER REIMBURSEMENT CONTRACT

THIS CONTRACT (**COR-INTRGV-2022-0436-PHCF**) is made and entered into by and between the **Department of Corrections**, 5 S. Last Chance Gulch, Helena, Montana 59601 hereinafter referred to as "State," and **Ted Lechner Youth Services Center**, 410 South 26th Street, Billings, MT 59101, hereinafter referred to as "TLYSC".

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants contained in this Contract, State and TLYSC agree as follows:

1. DEFINITIONS

- A. "Confinement" means the Youth Detainee is placed in a Youth Detention Facility and provided with services in accordance with the TLYSC's license.
- B. "Day" means the 24-hour period (12:00 a.m. to 12:00 midnight) that is represented as one of the seven designated days of the week.
- C. "Partial Day" means any portion of a day that is 12 hours or less.
- D. "Youth Detention Facility" means a facility established and maintained by an appropriate entity for the purpose of confining arrested youth or youth sentenced to the detention center.
- E. "Youth Detainee" means a person who is confined in a Youth Detention Facility.

2. PURPOSE & DUTIES

The TLYSC agrees to provide youth detention services to youth who are detained by Youth Court personnel pending a revocation of conditional release in accordance with § 52-5-128, MCA, upon presentation by an agent of Youth Court of a warrant to detain the youth.

3. DURATION OF THE CONTRACT

- A. TERM This Contract shall be in effect October 1, 2021 and terminate on September 30, 2022 unless terminated earlier in accordance with the terms of this Contract.
- B. CONTRACT RENEWAL State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 4) in one (1)-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven (7) years.
- C. TERMINATION Either party may terminate this Contract, without cause, upon 30 days written notice to the liaisons identified in Section 6 of this Contract.

D. MODIFICATION & ASSIGNABILITY This Contract contains the entire Contract between the parties and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in or authorized by this written Contract, are valid or binding. This Contract may not be enlarged, modified, or altered except upon written agreement of all the parties. Subcontractors and public or private agents of TLYSC are also bound by the terms of this Contract and TLYSC will not assign this Contract.

4. COMPENSATION

- A. ESTABLISHMENT OF DAILY PER DIEM RATE. TLYSC agrees that the “costs of reasonable confinement” established herein are based on actual, reasonable costs and are exclusive of capital construction costs in accordance with § 7-32-2242(2), MCA.
- B. PAYMENT OF DAILY PER DIEM RATE. State agrees to pay TLYSC a daily per diem rate of two hundred thirty-five and 00/100 Dollars (**\$235.00**) per day for each Youth Detainee confined at TLYSC who is the financial responsibility of the State.
- C. TRANSFER OF DETAINEES. TLYSC shall obtain prior approval from State to transfer a Youth Detainee to another Youth Detention Facility. TLYSC can only transfer a Youth Detainee to a State contracted Youth Detention Facility. If TLYSC transfers a Youth Detainee to another Youth Detention Facility, State shall reimburse each facility in accordance with their respective Detention Facility Reimbursement Contract entered into with the State.
- D. BILLING. On a monthly basis, TLYSC shall furnish State with an itemized statement specifying the name, date of birth, and dates of confinement of each Youth Detainee whose confinement expenses are the responsibility of the State. TLYSC agrees to furnish a separate itemized statement for medical expenses that are the responsibility of the State, as provided by this Contract. The State agrees to provide direct payment to the medical service provider, if requested to do so by TLYSC.

5. REIMBURSEMENT

A. CONFINEMENT

State will pay TLYSC the daily per diem rate set forth in this Contract for each day of confinement. Reimbursement will include the first day of confinement (as described herein) but will not include the last day of confinement when the Youth Detainee is released/transferred from the custody of TLYSC.

B. MEDICATION, MEDICAL SERVICES, AND HOSPITALIZATION

Under the terms of this Contract, State will pay medical costs of Youth Detainees confined in TLYSC who are the responsibility of the State.

- 1) TLYSC agrees to provide Youth Detainees with emergency medical treatment in accordance with acceptable standards of practice. The determination to provide a Youth Detainee with medication, medical services, or hospitalization shall be at the discretion of TLYSC’s qualified healthcare professionals.

- 2) Whenever a Youth Detainee requires medication, outside medical services, or hospitalization, medical expenses shall be the responsibility of the State. Prior to providing non-emergency medical services for Youth Detainees, TLYSC shall obtain prior authorization from the State Clinical Services Division. Costs for services that have not had prior authorization will be the responsibility of TLYSC. Emergency care may be provided without prior authorization. However, State's Clinical Services Division must be notified by the next business day to provide information regarding the nature of the illness, the type of treatment provided, and the estimated length of treatment. Notifications should be submitted to cormedical@mt.gov. In the event a parent or legal guardian cannot be reached to provide consent for emergency services, the State Superintendent or designee may consent to necessary medical treatment for the youth pursuant to Montana Code Annotated § 52-5-105.
- 3) All medical bills received are required to be submitted to corbilling@mt.gov and will be reimbursed at Medicaid rates.
- 4) In the event a Youth Detainee requires hospitalization and the State is unable to provide on-site supervision, TLYSC agrees to provide appropriate custodial staff to supervise the Youth Detainee until release from detention status. The State agrees to reimburse TLYSC for the wages of custodial staff.
- 5) When possible, medications should be ordered through the State's contracted pharmaceutical company. The State encourages the facility to reference the MT DOC Medication Formulary when possible.

6. LIAISON

Teri Young, Administrative Services Manager, (406) 233-2266, 4 N. Haynes, Miles City, MT 59301, tyoung@mt.gov is the liaison for the State.

Valarie Weber, LCSW, Director of the Ted Lechner Youth Services Center (406) 256-6825, 410 South 26th Street, Billings, MT 59101, vweber@yellowstonecountymt.gov, is the liaison for TLYSC.

Liaison or their successors or assigns, shall serve as liaisons for purposes of discussions with respect to this Contract.

7. INDEMNIFICATION

TLYSC shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by TLYSC's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

TLYSC waives all claims, demands, causes of action, and recourse against TLYSC, including claims of contribution or indemnity, arising in favor of TLYSC on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

8. ACCESS AND RETENTION OF RECORDS

TLYSC agrees to provide the State, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance. TLYSC agrees to create and retain records supporting the services rendered for a period of eight (8) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party.

9. VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation arising from this Contract must be brought to the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as set forth in Section 7, Indemnification.

10. INSURANCE

TLYSC shall procure and maintain, in full force and effect during the term of this Contract, insurance issued by a reliable company or companies with minimum personal injury limits of \$750,000 per person and \$1,500,000 per occurrence. TLYSC shall provide an officially executed copy of such insurance policy to State for review. Said insurance shall be in a form suitable to the State.

11. COMPLIANCE WITH LAWS

TLYSC shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. TLYSC is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. TLYSC will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. TLYSC shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. TLYSC is referred to § 45-5-501, MCA. Any subletting or subcontracting by TLYSC subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, TLYSC agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

12. MISCELLANEOUS PROVISIONS

- 1) There shall be no separate legal entity created as a result of this Contract.
- 2) This Contract will not result in the acquisition of property requiring disposal upon termination of the Contract.
- 3) The above-stated provisions constitute the entire Contract between the parties hereto.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

YELLOWSTONE COUNTY

Steve Ray, Superintendent (Date)
Pine Hills Correction Facility

Donald W. Jones (Date)
Governing body of local government
Operating the Youth Detention Facility

Approved as to Form:

Jason M. Collins, Contracts Officer (Date)
Department of Corrections

Approved as to Legal Content:

Molenda McCarty, Legal Counsel (Date)
Department of Corrections

B.O.C.C. Regular

Agenda Item 8. a.

Meeting Date: 12/14/2021

Title: Agreement for Consortium and MRO Services

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Agreement for Consortium and MRO Services

BACKGROUND:

See attached agreement.

RECOMMENDED ACTION:

Approve.

Attachments

Agreement for Consortium and MRO Services

Agreement for Consortium and MRO Services

THIS AGREEMENT FOR CONSORTIUM AND MRO SERVICES ("Agreement") is made this 19 day of November, 2021 ("Effective Date"), by and between Billings Clinic Occupational Health ("Billings Clinic") and Yellowstone County (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. Each 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

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

By: _____

CLIENT: Yellowstone County

By: _____

Printed Name: Sarah Brown

Printed Name: Dwight Vigness

Title: Vice President Operations - Clinic

Title: Human Resources Director

Date: November 19, 2021

Date: Nov. 30, 2021

REQUIRED ACCOUNT DATA – To be completed by CLIENT

Address: PO Box 35041		
City: Billings	State: MT	Zip: 59107

Billing Address if different:		
City:	State:	Zip:

Primary DER Name*:	LynnDee Schmidt
Phone Number of primary DER: 406-256-2737	Email Address of primary DER ♦: lschmidt@yellowstonecountymt.gov
Secondary DER Name (optional):	Dwight Vigness
Phone Number of secondary DER: 406-256-2992	Email Address of secondary DER: dvigness@yellowstonecountymt.gov

Indicate your pool setup (you may have more than one):	<input checked="" type="checkbox"/> Billings Clinic's DOT Consortium
	<input type="checkbox"/> Company-specific DOT Pool <input type="checkbox"/> Company-specific non-DOT Pool
Please indicate which DOT regulatory agencies your pool falls under:	<input checked="" 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	Less than 100 members - \$79.00 per pool
	Greater than 100 members - \$150.00 per pool
MRO and Lab fees	\$32.00 per result, +\$60.00 per non-negative review <i>This does not include collection fees when specimen is collected at sites other than Billings Clinic.</i>
Collection fees: <i>For collections performed at Billings Clinic Occupational Health location</i>	
• DOT 5 Panel Test	\$32.00 (includes MRO review)
• Non-DOT Testing	Fees vary. Please inquire for specific test type
Breath Alcohol Testing	\$32.00
BAT Confirmation	\$32.00
After-Hours Testing	\$100.00 per collection, plus collection fee
Observation Fee	\$50.00
Donor Refusal	\$32.00
Split Confirmation Testing	\$160.00
Other Tests	Billings Clinic can offer additional non-regulated panels. Rates can be provided upon request.

Annual fees are not prorated based on initial effective date. Renewal fees will be invoiced every year to continue participation in the following Calendar Year.

B.O.C.C. Regular

Agenda Item 8. b.

Meeting Date: 12/14/2021

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORT - Sheriff's Office - 2 Appointments; 1 Termination **GIS** - 1 Salary & Other; **Detention Office** - 1 Appointment, 1 Termination; **Finance** - 1 Salary & Other; **Treasurer** - 1 Termination; **Public Works** - 1 Termination; **Clerk of Court** - 1 Termination; **MetraPark** - 2 Terminations

BACKGROUND:

See attached.

RECOMMENDED ACTION:

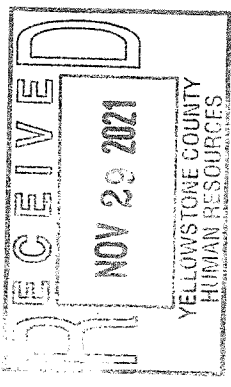
Approve.

Attachments

PARS

PARS01

NOV 02 2021



YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Eve Roosevelt Effective Date: 11-16-21

Current Title: GIS Technician Gr. D Salary \$ 18.54
Title Change: _____ Gr. D Salary \$ 19.467
5% bump after 6 mo. probation

Check as Applicable:

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

Funding: 6040 - 000 - 400,500300 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

Michael Powell _____
Elected Official/Department Head 11-29-21 Date

Section 2

Human Resources:

Finance:

Note: _____
Director [Signature] 11-30-21 Date

Note: _____
Director [Signature] 11-30-21 Date

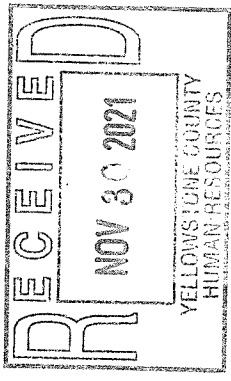
H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair _____
Member _____
Member _____

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

NOV 01 2021



YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Charis Krank Effective Date: 11-16-2021 5% pmw
 Current Title: Accountant Gr. G Salary \$ 22.78/hr PAR 5/16/16
 Title Change: _____ Gr. G Salary \$ 23.92/hr
 Check as Applicable: _____
 Regular Full Time: _____ New Hire: _____
 Regular Part Time: _____
 Temp Full Time: _____
 Temp Part Time: _____
 Seasonal Hire: _____
 Replaces position _____
 Name _____
 New Budgeted Position _____
 Other: _____

Funding: 1000 - 111 - 410570 - 111 Percent 100% New Account _____
 Percent _____ Split Account _____
Nov. 16
 Elected Official/Department Head _____ Date _____

Human Resources: _____
 Note: _____
 Director Julie Jones 11-30-21 Date _____

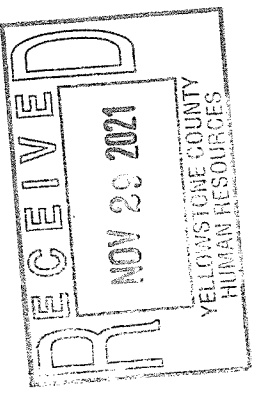
H.R. Comments: _____
 Date entered in payroll _____
 Clerk & Recorder - original _____
 Human Resources - canary _____
 Auditor - pink _____
 Department - goldenrod _____

Commissioner's Action
 Approve _____ Disapprove _____
 Chair _____
 Member _____
 Member _____

Section 2
 Finance: _____
 Note: _____
 Director _____ Date _____

Section 2
 Finance: _____
 Note: _____
 Director _____ Date _____

NOV 02 2021



YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Laura Ungefug Effective Date: 12/10/2021
Current Title: Cashier Gr. C Salary \$ 13.82/hr
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: X
Temp Part Time: _____ Promotion: Voluntary
Seasonal Hire: _____

Replaces position _____ Transfer: _____
Name _____ Demotion: _____
New Budgeted Position _____

Other: _____ Reclassification: _____

Funding: 1000 - 113 - 410540 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Sherry
Elected Official/Department Head

11/29/2021
Date

Section 2

Human Resources:

Finance:

Note: _____
Director Sherry Date 11-30-21

Note: _____
Director Julie Date 12.1.21

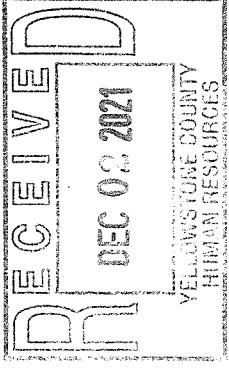
H.R. Comments: _____

Commissioner's Action
Approve Disapprove

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

Chair _____
Member _____
Member _____

DEC 06 2021



YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: William Dutcher Effective Date: 12-31-21
Current Title: General Manager Gr. M Salary \$ 121428.77
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: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____

Other: _____ Reclassification: _____

Funding: 5810 - 551 - 460442 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Bill Dutcher _____ 11-30-21
Elected Official/Department Head Date

Section 2

Human Resources: _____ Finance: _____

Note: _____ Note: _____
Director Date Director 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 _____

DEC 06 2021

RECEIVED
DEC 02 2021
YELLOWSTONE COUNTY
HUMAN RESOURCES

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Susan Kulis
Current Title: Accountant
Title Change: _____

Effective Date: 12-3-21 5:1738.96 YR
Gr. G Salary \$ 51729.60 ~~2155.79~~ ~~2022-11~~
Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time:
Regular Part Time:
Temp Full Time:
Temp Part Time:

New Hire:
Rehire:
Termination:
Promotion:

Replaces position _____
Name _____
New Budgeted Position _____

Transfer:
Demotion:

Other: _____

Reclassification: _____

Funding: 5810-558-460442-111

Percent 100% New Account _____
Percent _____ Split Account _____

Bull Dutcher
Elected Official/Department Head

11-30-21
Date

Section 2

Human Resources:

Finance:

Note: _____
Director Shygin 12 3 21 Date _____

Note: _____
Director Jul Jones 12.6.21 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
Member _____

DEC 06 2021

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: MATTESON, MARY Effective Date: 12/31/2021

Current Title: Administrative Coord. Gr. E Salary \$ 27.45/HR

Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: XX New Hire: _____

Regular Part Time: _____ Rehire: _____

Temp Full Time: _____ Termination: XX

Temp Part Time: _____ (Retirement)

Seasonal Hire: _____ Promotion: _____

Replaces position _____ Transfer: _____

Name _____

New Budgeted Position _____ Demotion: _____

Other: _____ Reclassification: _____

Funding: 2300	- 134	- 420170	- 111	Percent	50	New Account	_____
2300	- 136	- 420200	- 111	Percent	50	Split Account	_____

ABM
Elected Official/Department Head _____ Date 12/2/2021

Section 2

Human Resources: _____ Finance: _____

Note: _____
Director _____ 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 _____

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 12/14/2021

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit November 1 to November 14, 2021

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

DEC 07 2021

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT

November 1 to November 15, 2021

Date: 12/6/2021

To: Board of County Commissioners

From: Scott Turner, County Auditor



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

Date	Employee Name	Department	Finding
12/3/21	Fahrner, Eric	Detention	Shift diff s/b 88hrs
12/3/21	Hostetter, Brett	Detention	Shift diff s/b 48hrs
12/3/21	Lauckner, Andrew	Detention	Remove 7.5 hrs from OT w/ diff, 7.5 hrs added to reg hrs worked & shift diff hrs, update accruals (dept finding)
12/3/21	Zaabel, Alexonna	Detention	No shift diff hrs worked
12/3/21	Joki, Mikelle	Clerk of Court	12 hrs @ 19.55 s/b vacation description
12/3/21	Zabel, James	Sheriff	Holiday Premium rate s/b 42.33@ 12 hrs

B.O.C.C. Regular

Agenda Item 2.

Meeting Date: 12/14/2021

Title: Disbursements and Checks for November

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Disbursements and Checks for November 2021

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

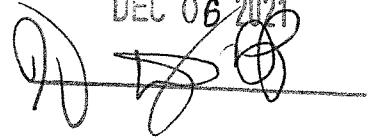
Disbursements and Checks November 2021

13th Judicial District Court, Yellowstone County

**Report of Witness Fees and Costs
Monthly Reimbursement Summary
for November-21**

Yellowstone County Commissioners
RECEIVED

DEC 06 2021



Total Transactions (See Attached Transaction Report):

\$10.00
\$0.00
\$0.00
\$0.00
\$10.00

Postage Reimbursements (Witness Payments):

11/1/2021 DC 21-51 State vs. Joseph Anthony Ferrara

\$0.44

Subtotal

\$0.44

Supplies Reimbursements (Mailing Supplies):

11/1/2021 DC 21-51 State vs. Joseph Anthony Ferrara

\$0.18

Subtotal

\$0.18

Total Adjustments:

\$0.62

Total Reimbursement Requested for: November-21

\$10.62

Review by: 
Clerk of District Court

13th Judicial District Court, Yellowstone County

**Report of Jury Service Costs and
Monthly Reimbursement Summary
for November-21**

<u>Total Transactions (See Attached Transaction Report):</u>	\$14,583.93
Less Voided Items total voided warrants voided	(\$2,328.71)
Unable to fine due to FCE Conversion	(\$26.88)
	\$0.00
	<u>\$12,228.34</u>

Adjustments to Total Transactions:

Jury Meals:

10/7/2021	DC 20-765	State vs. Alexander Garrett Laforge, III	
		Total Paid to Jimmy John's	\$121.90
		Reduced by \$43.90 for Juror Tip	
		and amount over allowable-total to be remibursed \$78.00	(\$43.90)
		Subtotal	(\$43.90)

Postage Reimbursements (Witness & Juror Summons/Payments):

10/4/2021	DC 20-765	State vs. Alexander Garrett Laforge, III	\$135.08
10/25/2021	DC 21-116	State vs. Darren Samuel Americanhorse	\$46.64
11/1/2021	DC 21-798	State vs. Bradley Wayne Franetich	\$52.80
11/1/2021	DC 21-51	State vs. Joseph Anthony Ferrara	\$97.24
11/8/2021	DC 21-855	State vs. Fidelia Minnie Overberg	\$52.80
11/8/2021	DC 20-1531	State vs. Abdul Majeed Abdullah Moham Algassim	\$107.80
11/8/2021	DV 19-1651	Jason Heitz vs. Kari Dvorak, et al	\$90.20
11/15/2021	DC 20-888	State vs. Neva Dawn Murtha	\$57.64
11/15/2021	DC 21-128	State vs. Issac Henry Lieb	\$52.80
11/18/2021	DC 21-224	State vs. Jarred Lane Saunders	\$55.44
		Subtotal	\$748.44

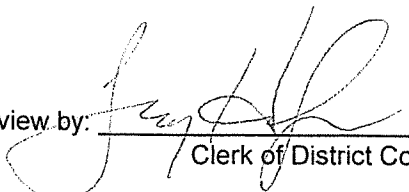
Supplies Reimbursements (Mailing Supplies):

10/4/2021	DC 20-765	State vs. Alexander Garrett Laforge, III	\$58.06
10/25/2021	DC 21-116	State vs. Darren Samuel Americanhorse	\$17.48
11/1/2021	DC 21-798	State vs. Bradley Wayne Franetich	\$20.40
11/1/2021	DC 21-51	State vs. Joseph Anthony Ferrara	\$38.53
11/8/2021	DC 21-855	State vs. Fidelia Minnie Overberg	\$20.40
11/8/2021	DC 20-1531	State vs. Abdul Majeed Abdullah Moham Algassim	\$42.60
1/0/1900	DV 19-1651	Jason Heitz vs. Kari Dvorak, et al	\$33.25
11/15/2021	DC 20-888	State vs. Neva Dawn Murtha	\$21.73
11/15/2021	DC 21-128	State vs. Issac Henry Lieb	\$20.40
11/18/2021	DC 21-224	State vs. Jarred Lane Saunders	\$20.88
		Subtotal	\$293.73

Total Adjustments: **\$998.27**

Requested for:

November-21 **\$13,226.61**

Review by:  Clerk of District Court

Yellowstone District Court

User: CUA241

Check Register Number Range
 For Bank Account: Jury Funds - 9705883054925
 FROM: 923195 TO: 923290

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923195	11/23/2021	Jimmy Johns	\$121.90	Outstanding	
923196	11/23/2021	JOBES KATHY LEE	\$21.20	Voided	11/24/2021
923197	11/23/2021	JOYCE DOROTHY K	\$100.00	Voided	11/24/2021
923198	11/23/2021	JURKOVICH LISA R	\$134.50	Voided	11/24/2021
923199	11/23/2021	KENEALLY WRENZIE PAULO	\$17.75	Voided	11/24/2021
923200	11/23/2021	MICKELSEN SHANE ARTHUR	\$14.30	Voided	11/24/2021
923201	11/23/2021	MUSIC SARAH J	\$180.50	Voided	11/24/2021
923202	11/23/2021	MYERS WILLARD	\$25.80	Voided	11/24/2021
923203	11/23/2021	PEILA JACOB DANIEL	\$23.50	Voided	11/24/2021
923204	11/23/2021	PITTS LAVAR	\$118.40	Voided	11/24/2021
923205	11/23/2021	RECH STERLING	\$17.75	Voided	11/24/2021
923206	11/23/2021	ROGERS TIEARA MARIE	\$159.80	Voided	11/24/2021
923207	11/23/2021	SCHMIT CHRISTOPHER	\$12.00	Voided	11/24/2021
923208	11/23/2021	SHAW RICHARD B	\$29.25	Voided	11/24/2021
923209	11/23/2021	SILVIS TODD CHRISTOPHER	\$22.35	Voided	11/24/2021
923210	11/23/2021	TALLBULL JACOB 111	\$16.03	Voided	11/24/2021
923211	11/23/2021	TURLEY MARGO LYNN	\$104.60	Voided	11/24/2021
923212	11/23/2021	UNRUH JANEEN	\$17.75	Voided	11/24/2021
923213	11/23/2021	USELMAN DANIELLE	\$100.00	Voided	11/24/2021
923214	11/23/2021	WEINREIS TANYA M	\$14.88	Voided	11/24/2021
923215	11/23/2021	WILSON THOMAS ALLEN	\$12.00	Voided	11/24/2021
923216	11/23/2021	WYMAN DESIREE DESHON	\$26.95	Voided	11/24/2021
923217	11/23/2021	ACOSTA JACKIE JEAN	\$53.36	Outstanding	
923218	11/23/2021	ATHAS SCOTT BRADLEY	\$13.12	Outstanding	
923219	11/23/2021	BARROCA RANDY GARCIA	\$28.80	Outstanding	
923220	11/23/2021	BATEMAN AMY M	\$55.60	Outstanding	
923221	11/23/2021	BATEMAN ROBERT E	\$14.80	Outstanding	
923222	11/23/2021	BAUCUS STEPHANIE MARIA DENTON	\$17.60	Outstanding	
923223	11/23/2021	BECKER MARK	\$14.80	Outstanding	
923224	11/23/2021	BEEHLER ANTON J	\$20.96	Outstanding	
923225	11/23/2021	BERNDT JESSICA LYNN	\$18.72	Outstanding	
923226	11/23/2021	BESEL MIKAELA MARIE	\$14.80	Outstanding	
923227	11/23/2021	BURGESS CHAD	\$20.96	Outstanding	
923228	11/23/2021	BYLER CORINNA L	\$43.36	Outstanding	
923229	11/23/2021	CHELGREN GARY T	\$19.84	Outstanding	
923230	11/23/2021	CHRISTIANSEN CYNTHIA LYNN	\$18.16	Outstanding	
923231	11/23/2021	DAVIES ROCHELLE ANN	\$16.48	Outstanding	
923232	11/23/2021	DOTY KATHY	\$17.04	Outstanding	
923233	11/23/2021	DUNHAM KELCY ANN	\$17.60	Outstanding	
923234	11/23/2021	DUNN DANIELLE	\$13.12	Outstanding	
923235	11/23/2021	DURAY LYNN M	\$13.12	Outstanding	
923236	11/23/2021	EDELMAN MICHELLE BROOK	\$35.52	Outstanding	
923237	11/23/2021	EYRE CYNTHIA	\$23.20	Outstanding	

Yellowstone District Court

User: CUA241

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925

FROM: 923195 TO: 923290

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923238	11/23/2021	FEHR JUANITA KAY	\$26.56	Outstanding	
923239	11/23/2021	GAETZ ADAM	\$23.20	Outstanding	
923240	11/23/2021	GIBBLE KATHY M	\$52.24	Outstanding	
923241	11/23/2021	GRANADA GENNA	\$40.00	Outstanding	
923242	11/23/2021	GUNDERSON MICHAEL W	\$17.60	Outstanding	
923243	11/23/2021	HAMMOND FLORA ANN	\$14.24	Outstanding	
923244	11/23/2021	HEWETT TOM	\$61.20	Outstanding	
923245	11/23/2021	HICKETHIER MICHAEL	\$17.60	Outstanding	
923246	11/23/2021	HOLMLUND DANIELLE GENEVIEVE	\$13.12	Outstanding	
923247	11/23/2021	HUCK JENA	\$20.40	Outstanding	
923248	11/23/2021	JAEGER PAUL M	\$15.36	Outstanding	
923249	11/23/2021	JOHNSON JAMES EDWARD	\$17.60	Outstanding	
923250	11/23/2021	KEMBEL KIMBERLY S	\$20.40	Outstanding	
923251	11/23/2021	KLAUS ROXIE	\$55.60	Outstanding	
923252	11/23/2021	KLEIN AMANDA KAY	\$18.72	Outstanding	
923253	11/23/2021	KLUGMAN PATRICK	\$54.48	Outstanding	
923254	11/23/2021	LANGMAN REBECCA ANN	\$18.72	Outstanding	
923255	11/23/2021	LEHNER ROSS	\$70.16	Outstanding	
923256	11/23/2021	LINDLEY ANDREW	\$17.60	Outstanding	
923257	11/23/2021	LITTLEBIRD SHANNON MARIE	\$46.72	Outstanding	
923258	11/23/2021	LOVSHIN CONNIE	\$20.40	Outstanding	
923259	11/23/2021	MEHLHOFF JOHN J	\$17.60	Outstanding	
923260	11/23/2021	MERTES AARON	\$15.36	Outstanding	
923261	11/23/2021	MEYERS STEPHEN L	\$16.48	Outstanding	
923262	11/23/2021	NAGEL CHERYL L	\$17.60	Outstanding	
923263	11/23/2021	NAKAMURA WENDELL MARK	\$14.80	Outstanding	
923264	11/23/2021	NUSSBAUM MASON MARIE	\$63.44	Outstanding	
923265	11/23/2021	OSTERDYK ALEXANDRA CHRISTINE	\$15.36	Outstanding	
923266	11/23/2021	PASKE BILLIE	\$23.20	Outstanding	
923267	11/23/2021	PIKE CLAYTON L	\$23.20	Outstanding	
923268	11/23/2021	RICE CONSTANCE	\$55.60	Outstanding	
923269	11/23/2021	ROSS ROBYN H	\$25.44	Outstanding	
923270	11/23/2021	ROWE KIMBERLY J	\$13.68	Outstanding	
923271	11/23/2021	RYALS MAGYN ELIZABETH	\$24.32	Outstanding	
923272	11/23/2021	SALO JOHN	\$17.60	Outstanding	
923273	11/23/2021	SCHEELER JAEDEN RILEY	\$15.36	Outstanding	
923274	11/23/2021	SCHNEIDER AMY	\$14.80	Outstanding	
923275	11/23/2021	SCHWARTZ TAYLOR RICHARD	\$14.80	Outstanding	
923276	11/23/2021	SLOE ANDREA	\$17.60	Outstanding	
923277	11/23/2021	SMITH CLYDE R	\$28.80	Outstanding	
923278	11/23/2021	SOUCY DAVID C	\$66.80	Outstanding	
923279	11/23/2021	STOCKERT MICHAEL GENE	\$25.44	Outstanding	
923280	11/23/2021	STOTT MARJORIE G	\$69.04	Outstanding	

Check Register Number Range
For Bank Account: Jury Funds - 9705883054925
FROM: 923195 TO: 923290

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923281	11/23/2021	STREITMATER KELLIE J	\$13.12	Outstanding	
923282	11/23/2021	SUKUT TERRAL DEAN	\$18.16	Outstanding	
923283	11/23/2021	THEISEN RONALD K	\$17.60	Outstanding	
923284	11/23/2021	TILTON CODY	\$66.80	Outstanding	
923285	11/23/2021	WADDINGHAM JAYDEN CHRISTINE	\$54.48	Outstanding	
923286	11/23/2021	WAHL NATHAN JOSEPH	\$17.60	Outstanding	
923287	11/23/2021	WEGLEY JACLYN	\$17.60	Outstanding	
923288	11/23/2021	WICKER TAMERA YVONNE	\$17.60	Outstanding	
923289	11/23/2021	WOOSLEY KIRK E	\$13.68	Outstanding	
923290	11/23/2021	YOUNG ALIAH MARIE	\$15.36	Outstanding	
Totals	Number of Checks: 96		Total: \$2,103.10		

Yellowstone District Court

User: CUA241

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925

FROM: 923567 TO: 923663

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923567	11/24/2021	ALBRECHT CHERYL L	\$38.32	Outstanding	
923568	11/24/2021	ANDERSON DALE S	\$17.60	Outstanding	
923569	11/24/2021	ANDERSON MARY L	\$23.20	Outstanding	
923570	11/24/2021	AQUILAR DAVID JOSEPH	\$34.40	Outstanding	
923571	11/24/2021	ATKINSON TODD	\$17.60	Outstanding	
923572	11/24/2021	BAASCH LOREE	\$20.96	Outstanding	
923573	11/24/2021	BAHNMILLER SEAN	\$18.16	Outstanding	
923574	11/24/2021	BARRETT KATIE ANN	\$13.68	Outstanding	
923575	11/24/2021	BARTHOLOMEW KELLI LEA	\$12.56	Outstanding	
923576	11/24/2021	BENDT CARLA ANN	\$14.80	Outstanding	
923577	11/24/2021	BESSASPARIS JEFFREY SCOTT	\$17.60	Outstanding	
923578	11/24/2021	Beth Shelton	\$10.00	Outstanding	
923579	11/24/2021	BOLIN CYNTHIA ROBIN	\$20.96	Outstanding	
923580	11/24/2021	BRUCE ALYSSA RAELYNN	\$13.12	Outstanding	
923581	11/24/2021	BURWELL THOMAS H	\$34.40	Outstanding	
923582	11/24/2021	BUSHMAN JILL NICOLE	\$13.68	Outstanding	
923583	11/24/2021	BUTLER LEWIS W	\$28.80	Outstanding	
923584	11/24/2021	BUTTMAN DWIGHT JR	\$14.24	Outstanding	
923585	11/24/2021	CALLIHAN SHAWN MICHAEL	\$34.40	Outstanding	
923586	11/24/2021	CASTILLOREYES BARBARA MONICA	\$90.12	Outstanding	
923587	11/24/2021	CAUDILL EMILY FRANCES	\$15.92	Outstanding	
923588	11/24/2021	CHAFFEE TROY	\$17.60	Outstanding	
923589	11/24/2021	CITY OF BILLINGS	\$822.00	Outstanding	
923590	11/24/2021	COLEMAN CHARLES L	\$22.08	Outstanding	
923591	11/24/2021	COONFARE VICKIE LEE	\$17.04	Outstanding	
923592	11/24/2021	COREY JOANIE PETERSON	\$18.72	Outstanding	
923593	11/24/2021	CUMMINGS ROBERT E	\$23.20	Outstanding	
923594	11/24/2021	DALY SHERRY K	\$13.12	Outstanding	
923595	11/24/2021	DUBBS LISA JO	\$16.48	Outstanding	
923596	11/24/2021	DVORAK VALERIE CAROL	\$14.80	Voided	11/24/2021
923597	11/24/2021	EDELMAN RANDY LEE	\$20.40	Outstanding	
923598	11/24/2021	EMERY JOSEPH CHARLES	\$78.36	Outstanding	
923599	11/24/2021	ENDERSON GARY A	\$15.36	Outstanding	
923600	11/24/2021	FERGUSON JEFFREY WILLIAM	\$17.04	Outstanding	
923601	11/24/2021	FERGUSON TARA MARIE	\$14.24	Outstanding	
923602	11/24/2021	FINDLEY LYN	\$17.60	Outstanding	
923603	11/24/2021	FRANK AMANDA M	\$15.92	Outstanding	
923604	11/24/2021	FRENCH DAVID W	\$21.52	Outstanding	
923605	11/24/2021	GIBSON DON J	\$17.04	Outstanding	
923606	11/24/2021	GIGNAC JOY L	\$14.80	Outstanding	
923607	11/24/2021	GIOIA NICOLE CAROLYN	\$31.04	Outstanding	
923608	11/24/2021	GRUIZENGA KERRY	\$13.68	Outstanding	
923609	11/24/2021	GUNN MALEK	\$20.40	Outstanding	

Yellowstone District Court

User: CUA241

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925

FROM: 923567 TO: 923663

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923610	11/24/2021	HAGENSTON DENNIS J	\$17.60	Outstanding	
923611	11/24/2021	HEALY SHERRY ANN	\$19.84	Outstanding	
923612	11/24/2021	HENNEN JAMES THOMAS	\$18.72	Outstanding	
923613	11/24/2021	HILLIARD BRANDON JOHN	\$20.96	Outstanding	
923614	11/24/2021	HOFFMAN BRADLEY NORMAN	\$68.00	Outstanding	
923615	11/24/2021	HOWARD CHARLES R	\$17.04	Outstanding	
923616	11/24/2021	HURLBURT MARCIA A	\$22.08	Outstanding	
923617	11/24/2021	KEANE MATTHEW GREGORY	\$80.04	Outstanding	
923618	11/24/2021	LEARY JERRY WILLIAM	\$16.48	Outstanding	
923619	11/24/2021	LODAHL GREG R	\$20.96	Outstanding	
923620	11/24/2021	LOOMIS SPENCER CRAIG	\$18.72	Outstanding	
923621	11/24/2021	MCCOTTER CARLI MICHELE	\$18.72	Outstanding	
923622	11/24/2021	MCGRAW CHARLES EVERETT	\$28.80	Outstanding	
923623	11/24/2021	MCKINLEY JUDY	\$20.40	Outstanding	
923624	11/24/2021	MCLEAN TEMPLE L	\$91.80	Outstanding	
923625	11/24/2021	MEREDITH MICHAEL T	\$81.72	Outstanding	
923626	11/24/2021	MEURER PATRICK RAMON	\$78.36	Outstanding	
923627	11/24/2021	MEYER GRETCHEN ELIZABETH	\$14.80	Outstanding	
923628	11/24/2021	MICHAEL DEBRA L	\$16.48	Outstanding	
923629	11/24/2021	MOHR TIMOTHY M	\$15.36	Outstanding	
923630	11/24/2021	MORAN SUZANNE L	\$27.12	Outstanding	
923631	11/24/2021	NEWTON JESSICA SUZANNE	\$125.40	Outstanding	
923632	11/24/2021	NORMAND STEVEN W	\$17.60	Outstanding	
923633	11/24/2021	PASTIAN TIRANI J	\$17.04	Outstanding	
923634	11/24/2021	PENCE RICHARD A	\$101.88	Outstanding	
923635	11/24/2021	PEPELKA ROBERT A	\$18.72	Outstanding	
923636	11/24/2021	PORTER SHARON R	\$90.12	Outstanding	
923637	11/24/2021	REINSCHMIDT CANDICE CARRIE	\$15.36	Outstanding	
923638	11/24/2021	RENNICH DAVID A	\$20.40	Outstanding	
923639	11/24/2021	RENSVOLD LOUISE	\$80.04	Outstanding	
923640	11/24/2021	RIO ELLSWORTH A	\$90.12	Outstanding	
923641	11/24/2021	ROBERTSON JEFFREY W	\$14.80	Outstanding	
923642	11/24/2021	ROCKNE CHRISTINE DAWN	\$19.28	Outstanding	
923643	11/24/2021	RODACKER CHRISTINE R	\$14.24	Outstanding	
923644	11/24/2021	ROLISON JESSICA R	\$28.80	Outstanding	
923645	11/24/2021	SCHMITZ LEALAN	\$37.20	Outstanding	
923646	11/24/2021	SCHMITZ STEPHANIE J	\$20.40	Outstanding	
923647	11/24/2021	SHERMAN MARIANNE	\$28.80	Outstanding	
923648	11/24/2021	SIELER DAVID J	\$95.16	Outstanding	
923649	11/24/2021	SIMSER DEVIN MARIE	\$91.80	Outstanding	
923650	11/24/2021	SMITH DAVID SCOTT	\$101.88	Outstanding	
923651	11/24/2021	SMITH VICTORIA J	\$23.20	Outstanding	
923652	11/24/2021	SNIVELY KRISTI ANN	\$31.60	Outstanding	

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 923567 TO: 923663

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923653	11/24/2021	SOTO KARRA LYNN	\$37.76	Outstanding	
923654	11/24/2021	STONER IKE CAMERON	\$17.60	Outstanding	
923655	11/24/2021	TESKE THERESE L	\$22.08	Outstanding	
923656	11/24/2021	TIZONO SHERRY BOHN	\$29.92	Outstanding	
923657	11/24/2021	TOTH BRENT MATTHEW	\$16.48	Outstanding	
923658	11/24/2021	TROWBRIDGE CHAD	\$18.72	Outstanding	
923659	11/24/2021	TURNER ERIN	\$20.96	Outstanding	
923660	11/24/2021	UNRUH JASON DOUGLAS	\$16.48	Outstanding	
923661	11/24/2021	VANDERBECK PATRICE ELLEN	\$15.36	Outstanding	
923662	11/24/2021	WHALEN RACHEL KIM	\$13.12	Outstanding	
923663	11/24/2021	DVORAK VALERIE CAROL	\$14.80	Outstanding	
Totals	Number of Checks: 97		Total: \$3,773.28		

Yellowstone District Court

User: CUA241

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925

FROM: 923373 TO: 923452

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923373	11/24/2021	AIGNER LEAH SHALAINE	\$28.80	Outstanding	
923374	11/24/2021	ALLEN JEFF D	\$14.24	Outstanding	
923375	11/24/2021	ALLEN SANDRA KAY	\$122.40	Outstanding	
923376	11/24/2021	APLIN ANN M	\$14.24	Outstanding	
923377	11/24/2021	ARMSTRONG COLTON JAMES	\$17.60	Outstanding	
923378	11/24/2021	BAL JINELL R	\$28.80	Outstanding	
923379	11/24/2021	BARTHULY HALEY LYNN	\$14.80	Outstanding	
923380	11/24/2021	BERNDT LENORE A	\$18.72	Outstanding	
923381	11/24/2021	BOOTH CHRISTOPHER	\$122.40	Outstanding	
923382	11/24/2021	BRUNER KELLI M	\$15.36	Outstanding	
923383	11/24/2021	CASHEL STEPHEN WILLIAM	\$14.80	Outstanding	
923384	11/24/2021	CHANDLER CECIL R	\$19.84	Outstanding	
923385	11/24/2021	CHELGREN WALTER DUANE	\$14.80	Outstanding	
923386	11/24/2021	CLARK BRENDA K	\$17.60	Outstanding	
923387	11/24/2021	CLIFTON BILL LEE	\$23.20	Outstanding	
923388	11/24/2021	CRABLE CORY G	\$108.96	Outstanding	
923389	11/24/2021	DAHL DANIELLE NICOLE	\$122.40	Outstanding	
923390	11/24/2021	CRAFT GRADY MARTIN	\$20.40	Outstanding	
923391	11/24/2021	DALBEY LORETTA LAVONNE	\$17.60	Outstanding	
923392	11/24/2021	DAVIDSON CRISI JOY	\$17.60	Outstanding	
923393	11/24/2021	DEVITT RUBY JEAN	\$18.72	Outstanding	
923394	11/24/2021	DICKHAUT THERESA J	\$20.96	Outstanding	
923395	11/24/2021	DILLON BRADLEY LEWIS	\$104.48	Outstanding	
923396	11/24/2021	DIMON TREVOR	\$16.48	Outstanding	
923397	11/24/2021	DOMINA PAUL	\$13.68	Outstanding	
923398	11/24/2021	DUNN JULIE	\$14.80	Outstanding	
923399	11/24/2021	FORRESTER NONA F	\$15.92	Outstanding	
923400	11/24/2021	FUSON TERRI LYNN	\$133.60	Outstanding	
923401	11/24/2021	GASCON TINA	\$17.60	Outstanding	
923402	11/24/2021	GIESE CYNTHIA JANE	\$16.48	Outstanding	
923403	11/24/2021	GORDON KRISTEN	\$15.92	Outstanding	
923404	11/24/2021	GUTHRIDGE TYLER TROY	\$34.40	Outstanding	
923405	11/24/2021	HAZELET AUBREY	\$20.96	Outstanding	
923406	11/24/2021	HEIN CHELSEA D	\$29.92	Outstanding	
923407	11/24/2021	HOFFMAN LARRY MICHAEL	\$17.60	Outstanding	
923408	11/24/2021	HOLST JEREMY	\$17.60	Outstanding	
923409	11/24/2021	HUBBARD MELISSA LYNNE	\$24.32	Outstanding	
923410	11/24/2021	ICKES LESLIE ANN	\$20.40	Outstanding	
923411	11/24/2021	IVERSON JESSE LEE	\$122.40	Outstanding	
923412	11/24/2021	JORGENSEN KATHLEEN BALES	\$15.36	Outstanding	
923413	11/24/2021	KANE SARA C	\$14.80	Outstanding	
923414	11/24/2021	KEITH ANDREW R	\$16.48	Outstanding	
923415	11/24/2021	KESSEL LORI JEAN	\$14.80	Outstanding	

Yellowstone District Court

User: CUA241

Check Register Number Range
 For Bank Account: Jury Funds - 9705883054925
 FROM: 923373 TO: 923452

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923416	11/24/2021	KING JEFFREY LEE	\$19.28	Outstanding	
923417	11/24/2021	KITZENBERG SAMANTHA LEE	\$19.84	Outstanding	
923418	11/24/2021	KRUG SHARON	\$40.00	Outstanding	
923419	11/24/2021	LAGGE MITCHELL	\$12.56	Outstanding	
923420	11/24/2021	LOHRENZ JESSE LYNN	\$17.60	Outstanding	
923421	11/24/2021	LOMBARD ALISHA NICOLE	\$12.00	Outstanding	
923422	11/24/2021	MACKENZIE JACK	\$37.20	Outstanding	
923423	11/24/2021	MANGUS RYAN ANDREW	\$17.60	Outstanding	
923424	11/24/2021	MCFADDEN JOHN	\$12.00	Outstanding	
923425	11/24/2021	MCLEAN JOSEPH LEVI	\$23.20	Outstanding	
923426	11/24/2021	MEIER CRAIG	\$18.72	Outstanding	
923427	11/24/2021	MILLER ROBERT JAMES	\$17.60	Outstanding	
923428	11/24/2021	MILLER ZACHARY	\$16.48	Outstanding	
923429	11/24/2021	NINNEMANN SCOT	\$106.72	Outstanding	
923430	11/24/2021	OHS DAVID	\$17.60	Outstanding	
923431	11/24/2021	OLSON LORRAINE LYNN	\$20.96	Outstanding	
923432	11/24/2021	OLSON MICHELLE A	\$14.80	Outstanding	
923433	11/24/2021	PALLISTER TRAVIS SCOTT	\$38.44	Outstanding	
923434	11/24/2021	PFEIFF MEGAN ELIZABETH	\$17.60	Outstanding	
923435	11/24/2021	POWERS MAAIKA DAWN	\$133.60	Outstanding	
923436	11/24/2021	ROBERTS VIVIAN	\$14.80	Outstanding	
923437	11/24/2021	ROBERTUS ALLYSON J	\$30.48	Outstanding	
923438	11/24/2021	ROLLINS DENNIS SCOTT	\$16.48	Outstanding	
923439	11/24/2021	SANBORN SHELBY	\$28.80	Outstanding	
923440	11/24/2021	SCHATZ JEFFREY	\$122.40	Outstanding	
923441	11/24/2021	SCHISLER GEORGE W	\$20.40	Outstanding	
923442	11/24/2021	SCHLEPP PENNIE	\$29.92	Outstanding	
923443	11/24/2021	SCHWEIGERT CHRISTINE L	\$17.60	Outstanding	
923444	11/24/2021	TAYLOR EDWINA	\$18.16	Outstanding	
923445	11/24/2021	THIEVIN AMANDA JO	\$20.40	Outstanding	
923446	11/24/2021	TRUESDELL KARL	\$15.36	Outstanding	
923447	11/24/2021	WAMBEKE MAUREEN	\$126.88	Outstanding	
923448	11/24/2021	WHEELER KAYLA RAE	\$19.84	Outstanding	
923449	11/24/2021	WIDDICOMBE SHANNON	\$19.84	Outstanding	
923450	11/24/2021	WOHLK BARBARA A	\$189.60	Outstanding	
923451	11/24/2021	WORSHEK RACHEL ELAYNE	\$17.04	Outstanding	
923452	11/24/2021	ZIRBEL JACOB KRISTIAN	\$53.44	Outstanding	
Totals	Number of Checks: 80		Total:	\$2,887.48	

Check Register Number Range
 For Bank Account: Jury Funds - 9705883054925
 FROM: 923459 TO: 923566

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923459	11/24/2021	AUSTIN WADE	\$15.36	Outstanding	
923460	11/24/2021	BAASCH BRIAN E	\$20.96	Outstanding	
923461	11/24/2021	BAKER LINDA C	\$16.48	Outstanding	
923462	11/24/2021	BANKS LYN A	\$91.80	Outstanding	
923463	11/24/2021	BARNDT NATHAN WAYNE	\$17.60	Outstanding	
923464	11/24/2021	BELL MEGAN	\$17.60	Outstanding	
923465	11/24/2021	BERG LYNDA STIBAL	\$17.60	Outstanding	
923466	11/24/2021	BOUCHER SARAH CHRISTINA	\$14.80	Outstanding	
923467	11/24/2021	BRADFORD JAKE	\$27.68	Outstanding	
923468	11/24/2021	BREUM TODD R	\$15.92	Outstanding	
923469	11/24/2021	BROWN CARY	\$35.52	Outstanding	
923470	11/24/2021	BROWN KIMBERLY M	\$20.40	Outstanding	
923471	11/24/2021	BRUNER ROBERT R III	\$145.56	Outstanding	
923472	11/24/2021	BUECHLER MITCHELL STEVEN	\$17.60	Outstanding	
923473	11/24/2021	CARTER KARINA ANN	\$14.80	Outstanding	
923474	11/24/2021	CHAMBERLAIN KAMI	\$14.80	Outstanding	
923475	11/24/2021	COMFORT SARAH JEAN	\$13.12	Outstanding	
923476	11/24/2021	COOL CARRIE JUSTINE	\$13.68	Outstanding	
923477	11/24/2021	CURTIS TEGAN ASHAYLN	\$13.12	Outstanding	
923478	11/24/2021	DECOCK KARL	\$20.40	Outstanding	
923479	11/24/2021	DOUCETTE JEREMIAH	\$16.48	Outstanding	
923480	11/24/2021	DUNCAN JAMES MICHAEL	\$13.68	Outstanding	
923481	11/24/2021	EMERICK BRENDA	\$40.00	Outstanding	
923482	11/24/2021	FISCHER TOM A	\$91.80	Outstanding	
923483	11/24/2021	FISCUS VINCENT	\$14.24	Outstanding	
923484	11/24/2021	FOSSON MOLLIE PATRICIA	\$14.80	Outstanding	
923485	11/24/2021	FRIEDRICH CRYSTAL	\$142.20	Outstanding	
923486	11/24/2021	GATLEY DANIEL	\$28.80	Outstanding	
923487	11/24/2021	GIST MARGARET A	\$15.36	Outstanding	
923488	11/24/2021	GOSS LOUISE ANN	\$125.40	Outstanding	
923489	11/24/2021	GRASS MARY JO	\$14.80	Outstanding	
923490	11/24/2021	GRENSTEN JOHN J	\$31.60	Outstanding	
923491	11/24/2021	HALVORSON EVELYN J	\$24.32	Outstanding	
923492	11/24/2021	HAMM JAREMY D	\$17.60	Outstanding	
923493	11/24/2021	HANKEL MARGIE T	\$25.44	Outstanding	
923494	11/24/2021	HANSON KATIE LEE	\$15.36	Outstanding	
923495	11/24/2021	HEIKEN KENDRA MICHELLE	\$226.20	Outstanding	
923496	11/24/2021	HENSEL TANYA	\$13.68	Outstanding	
923497	11/24/2021	HEVERON RACHEL LEE	\$14.80	Outstanding	
923498	11/24/2021	HOFER RONALD P	\$20.40	Outstanding	
923499	11/24/2021	HOFMANN EDWARD L	\$18.72	Voided	11/24/2021
923500	11/24/2021	HUCK DALE M	\$14.80	Voided	11/24/2021
923501	11/24/2021	HUFFMAN TRENA	\$17.60	Outstanding	

Yellowstone District Court

User: CUA241

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925

FROM: 923459 TO: 923566

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923502	11/24/2021	HULTGREN RANDALL SCOTT	\$34.96	Outstanding	
923503	11/24/2021	HUXTABLE KELLY	\$14.80	Outstanding	
923504	11/24/2021	JANDRO KATHERINA H	\$13.12	Outstanding	
923505	11/24/2021	JENNINGS LORY A	\$17.60	Outstanding	
923506	11/24/2021	JENSEN MEGHAN	\$31.04	Outstanding	
923507	11/24/2021	JOHNSON ERIC MATTHEW	\$14.24	Outstanding	
923508	11/24/2021	JOHNSON TRAVIS C	\$17.60	Outstanding	
923509	11/24/2021	KAISER SUSAN	\$19.28	Outstanding	
923510	11/24/2021	KAY LEILAHNI AMENA	\$15.92	Outstanding	
923511	11/24/2021	KIRKEMO ZACHARY SCOTT	\$13.68	Outstanding	
923512	11/24/2021	KLEIN TODD J	\$24.32	Outstanding	
923513	11/24/2021	KOSMANN CYNTHIA A	\$32.16	Outstanding	
923514	11/24/2021	KOSTELIC DONALD F	\$13.68	Outstanding	
923515	11/24/2021	KUCHERA LARINA RACHELE	\$18.16	Outstanding	
923516	11/24/2021	KUNTZ JUDY ANN	\$27.68	Outstanding	
923517	11/24/2021	KYHL ARLEN B	\$40.00	Outstanding	
923518	11/24/2021	LARSON LOUIS JOHN	\$13.12	Outstanding	
923519	11/24/2021	LAWSON MARLENE	\$14.80	Outstanding	
923520	11/24/2021	LEHNER WINIFRED ANN	\$17.60	Outstanding	
923521	11/24/2021	LITTLELIGHT ELLSWORTH	\$28.80	Outstanding	
923522	11/24/2021	LUTHER BRENDA	\$17.60	Outstanding	
923523	11/24/2021	MAHONEY KYLIE ANNE	\$24.32	Outstanding	
923524	11/24/2021	MALMSTROM ALEX J	\$17.04	Outstanding	
923525	11/24/2021	MARTIN CORRINA S	\$17.60	Outstanding	
923526	11/24/2021	MARTIN JESSICA LYNN	\$91.80	Outstanding	
923527	11/24/2021	MATSON STACEY LEA	\$17.60	Outstanding	
923528	11/24/2021	MCKEE JASON	\$17.60	Outstanding	
923529	11/24/2021	MILLER DREW M	\$18.16	Outstanding	
923530	11/24/2021	MINHAS ADAM HAIDER	\$91.80	Outstanding	
923531	11/24/2021	MYERS CHRISTOPHER CHARLES	\$118.68	Outstanding	
923532	11/24/2021	NYSTROM MONA LISA	\$18.72	Outstanding	
923533	11/24/2021	PEARSON ROBERT W	\$91.80	Outstanding	
923534	11/24/2021	PONCE MATTHEW STEVEN	\$13.68	Outstanding	
923535	11/24/2021	REED MARIA ANN	\$13.68	Outstanding	
923536	11/24/2021	REINKE SUSAN	\$14.24	Outstanding	
923537	11/24/2021	REITER BRYAN	\$34.40	Outstanding	
923538	11/24/2021	ROBERTSON MINDY	\$23.20	Outstanding	
923539	11/24/2021	ROBINETTE KATHERINE	\$12.00	Outstanding	
923540	11/24/2021	RUECHEL JACOB	\$24.32	Outstanding	
923541	11/24/2021	SALWAY MARILYN ZOE	\$17.60	Outstanding	
923542	11/24/2021	SAMUEL JANINE ANN	\$17.60	Outstanding	
923543	11/24/2021	SCHAAK JEAN M	\$14.80	Outstanding	
923544	11/24/2021	SCHEER NANCY DEXTER	\$19.28	Outstanding	

Yellowstone District Court

User: CUA241

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925

FROM: 923459 TO: 923566

Check Number	Check Date	Payee	Amount	Status	Cleared Date
923545	11/24/2021	SCHERRY BARBARA L	\$17.60	Outstanding	
923546	11/24/2021	SCHMIDT KRISTIE J	\$18.72	Outstanding	
923547	11/24/2021	SEVERSON CAREN CRONIN	\$13.12	Outstanding	
923548	11/24/2021	SKELTON EMARIE K	\$12.56	Outstanding	
923549	11/24/2021	SMITH WENDY	\$24.32	Outstanding	
923550	11/24/2021	STRECK TERRIL ROBERT	\$20.96	Outstanding	
923551	11/24/2021	SWANSON VINCENT R	\$28.80	Outstanding	
923552	11/24/2021	TESKE WILLIAM	\$17.60	Outstanding	
923553	11/24/2021	VOLBRECHT BRADLEY	\$20.40	Outstanding	
923554	11/24/2021	WADDLE CARMELA	\$20.40	Outstanding	
923555	11/24/2021	WAGNER TYLER	\$125.40	Outstanding	
923556	11/24/2021	WEBB MELISSA	\$13.68	Outstanding	
923557	11/24/2021	YOSE KAREN R	\$24.32	Outstanding	
923558	11/24/2021	ZIMMER NIKKI	\$159.00	Outstanding	
923559	11/24/2021	ALDRICH JOHN	\$28.80	Outstanding	
923560	11/24/2021	ALLARD SETH	\$17.60	Outstanding	
923561	11/24/2021	ALLEN KELLY JOHN	\$101.88	Outstanding	
923562	11/24/2021	ARMENDARIZ ENRIQUE G	\$17.60	Outstanding	
923563	11/24/2021	ASAY ERRICK S	\$85.08	Outstanding	
923564	11/24/2021	ATKINS CODY O	\$13.68	Outstanding	
923565	11/24/2021	HOFMANN EDWARD L	\$18.72	Outstanding	
923566	11/24/2021	HUCK DALE M	\$14.80	Outstanding	
Totals	Number of Checks: 108		Total: \$3,474.48		

End of Period Disbursement Detail

Bank Account: Wells Fargo - 9505883054925

From 11/01/2021 to 11/30/2021

Total Only

Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount	
Account 200-0155 - Billings Drug Fund City 7850-000-021240					Account 200-0155 Total:	\$1,622.00
Account 200-0450 - District Court Fund					Account 200-0450 Total:	\$4,328.55
Account 200-0500 - Domestic Violence Intervention Program 7468					Account 200-0500 Total:	\$1,014.00
Account 200-0525 - Felony Surcharge					Account 200-0525 Total:	\$2,009.76
Account 200-0550 - Fines 7466					Account 200-0550 Total:	\$11,238.19
Account 200-0650 - Indigent Legal 7466					Account 200-0650 Total:	\$1,771.34
Account 200-0700 - Misdemeanor Surcharge					Account 200-0700 Total:	\$199.76
Account 200-0780 - Drug Forfeiture Due to State 7450.000.000.021220.0					Account 200-0780 Total:	\$500.00
Account 200-0800 - State General 7461					Account 200-0800 Total:	\$16,860.00
Account 200-0850 - State General Additional Filing Fee7461					Account 200-0850 Total:	\$5,520.00
Account 200-0900 - State General Commencement of Action 7463					Account 200-0900 Total:	\$15,750.00
Account 200-0950 - State General Dissolution 7464					Account 200-0950 Total:	\$6,800.00
Account 200-1050 - Technology Surcharge 7458					Account 200-1050 Total:	\$3,755.66
Account 200-1200 - Victim Witness Admin Fee					Account 200-1200 Total:	\$25.33
Account 200-1250 - Victim Witness Surcharge					Account 200-1250 Total:	\$1,210.07
					Check Total:	\$ 72,604.66
					Report Total:	\$72,604.66

Fine Fee Summary

From 11/01/2021 06:01 PM to 11/30/2021 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts**Bond Payment**

Criminal Bond	28,235.81
Subtotal:	<u>28,235.81</u>

Case Payment

Billings Drug Forfeiture Fund	6,773.00
Billings Drug Fund City	860.00
Felony Surcharge	3,173.36
Fine	12,029.26
Legal Fee	1,530.00
Misdemeanor Surcharge	180.07
Public Defender Fee	2,465.22
Technology Surcharge	375.00
Victim Witness Admin Fee	28.00
Victim Witness Surcharge	1,583.68
Yellowstone County Sheriff Office Drug Fines	800.00
Subtotal:	<u>29,797.59</u>

Civil Filing Payment

Adoption	525.00
Appeal / Civil - Lower Court	30.00
Appearance	4,480.00
Certification of Transcript of Judgment	4.00
Commencement of Action or Proceedings / Invalidity	10,440.00
Executions, Orders of Sale, Writs	560.00
Foreign Judgment	450.00
Guardianship/Conservatorship Probate/ Formal And Informal	6,200.00
Judgment Entry From Prevailing Party	1,950.00
Marriage License	3,233.00
Paternity	120.00
Petition For Contested Amendments to Parenting Plan	720.00
Petition For Dissolution	6,600.00
Petition For Legal Separation	180.00
Substitution of Judge	200.00
Transcript of Judgment	600.00
Transcript of Records From Other Courts	10.00
Transfer to another Court / Change of Venue	10.00
Subtotal:	<u>36,312.00</u>

Misc. Payment

Authentication or Exemplification Fee	6.00
Certification With A Seal	648.00
Copies - 11 Pages or More	334.00
Copies - First 10 Pages	498.00

Fine Fee Summary

From 11/01/2021 06:01 PM to 11/30/2021 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts**Misc. Payment**

Copies by Email, Fax, etc - Outgoing	537.00
Copy of Decree of Dissolution	650.00
Copy of Marriage License	375.00
Email / Fax Filing - Incoming	292.00
Judgment Entry from Prevailing Party	350.00
Postage	6.50
Searches - 1st Seven Years \$2 Per Name Per Year	156.00

Subtotal: 3,852.50**Unapplied Receipt Accept**

Unapplied Receipt	540.65
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Subtotal: 540.65**Total Receipts:** 98,738.55**Transfers****Case Payment**

Billings Drug Forfeiture Fund	0.78
Felony Surcharge	111.98
Fine	8.33
Legal Fee	20.76
Misdemeanor Surcharge	17.36
Public Defender Fee	29.34
Technology Surcharge	25.04
Victim Witness Admin Fee	3.04
Victim Witness Surcharge	138.11

Subtotal: 354.74**Civil Filing Payment**

Commencement of Action or Proceedings / Invalidity	120.00
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Subtotal: 120.00**Move**

Commencement of Action or Proceedings / Invalidity	-120.00
Unapplied Receipt	120.00

Subtotal: 0.00**Total Transfers:** 474.74**Report Total:** 99,213.29

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 12/14/2021

Title: Change in the Heights Water Board Leadership

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Changes in the Heights Water Board Leadership

BACKGROUND:

Memo from Ming Cabrera, Laura Drager, Pam Ellis and David Graves

RECOMMENDED ACTION:

Place to file.

Attachments

Changes in the Heights Water Board Leadership

December 2, 2021

TO: Yellowstone County Commissioners
FROM: Ming Cabrera, Laura Drager, Pam Ellis, and David Graves
RE: Changes in the Heights Water Board Leadership

On November 17, 2021 the Board had a regularly scheduled meeting at 6:00 pm at the County Water District Board room. An initial draft of the agenda was prepared by the Board's recording secretary Pam Ellis and emailed to Dennis Cook and Ming Cabrera on October 25. Ming had invited Dave Goodridge and Scott Aspenlieder to speak at the meeting and had discussed that invitation with the full board prior to this date. Agenda items from Board members or staff have been requested to be sent to the Board President and Recording Secretary no later than Friday noon before the regularly scheduled meeting and became adopted Board policy on November 30, 2021. A final rough draft was sent to the full board on Friday, November 12 at 3:29 pm with 26 supplementary documents that were linked to possible Board action on the agenda. Pam Ellis sent the following email:

Agenda, Minutes & Bylaws attached
Inbox

Pam Ellis <pamellis50@gmail.com>

*Fri, Nov 12,
3:25 PM*

to Dennis, Brandon, Ming, Laura, Jeff, David, Suzie, Peyton, Duke, dianne, Tom, Terry, bcc: me

Peyton or Suzie--please post the agenda, minutes and bylaws on the website. Thanks!

I sent copies to Tom Zurbuchen and Terry Odegard because the drop box link was not working.

Included with this email is a copy of the agenda, the minutes from October 20th meeting and the bylaws. I'll send the supplementary documents in a separate email.

Main Street printers will print copies of the agenda, minutes and by-laws for the November meeting. Please let me know if you would like other documents printed. I did not receive reports from Peyton, Duke or Brandon (president's report) . The agenda notes no report received.

Pam

Tuesday morning, Brandon Hurst sent an email asking Pam Ellis where the agenda came from. She responded it was input from the Finance Chair Laura Drager, the Bylaws and Governance Chair Pam Ellis, and the staff reports received from Suzie McKethen and Dianne Crees. Invited guests included Dave Goodridge and Scott Aspiender. Pam invited Josh Jabalara from Midwest Technical Assistance. They are funded by the State of Montana and DEQ to work with water districts on

bylaws, policies, budget, CIP, and rate studies. The County Water District had never adopted bylaws in 63 years, has no written operational policies, no budget, no CIP and our cost of wholesale water will rise 30.6% July 1, 2022.

The four Board members signing this document chose to invite Chris Kukulski, Jennifer Duray and Roy Neese to attend the November 17th meeting. Several committee members had spoke with CM Neese and heard significant problems with the discussions between the City of Billings and the “legal committee” appointed by Dennis Cook. The legal committee(Dennis Cook, Jeff Engel and Brandon Hurst) and attorneys refused to accept direction from the majority of the board; Dennis Cook refused to set a new time to meet with the City of Billings until January 2022. The three legal committee members would not speak to any other board member; the other four members have reached out in a timely manner to the other three Board members on all communications in regard to this meeting. One hour before the meeting was scheduled to begin, Laura Drager received an email and phone from Tom Zurbuchen stating:

Subject: CWDBH Board meeting

This proposed meeting violates the current bylaws in

Article 5 Sections 2 '5 members call a meeting'

Section 4 'The President, or in his absence, the Vice-President shall preside at all such meetings, whether annual, quarterly, or special'.

Article VI Section 3 'Special meetings of the Board must be called by the President, and in his absence by the Vice-President, or by 5 members of the Board.'

Article VII Section 2 'The president shall preside at all meetings of the corporation and the Board of Directors, shall have general supervision over the affairs of the corporation.'

Also violates Montana Code Annotated open meeting laws in that there is no public notification of an agenda.

When ethics complaints are filed against you for knowingly and willingly agreeing to hold this meeting violating the bylaws and State law, will you be forced to surrender your realtors license?

Tom Zurbuchen

Tom told Laura that Dennis Cook directed the staff not to post the agenda and that there was a “group” prepared to file ethical complaints against her if she attended the meeting. No other Board members received a copy of the email directly from Tom Zurbuchen. Laura was directed by her broker not to attend the meeting. We learned at the meeting that Jeff Engel had called Chris Kukulski twice and informed the city manager that the meeting would not be held because there was not a “quorum” or “proper notice”. The city representatives chose to attend and the three board members present read Tom’s email aloud, explained why Laura wasn’t there, and listened and asked questions of the six invited guests. Detailed notes were kept of the meeting and sent to all board members and staff with the agenda for the November 29th special meeting.

Fifteen minutes before the special meeting which was called by a quorum of the board, Pam Ellis received a phone call from a Billings Police Officer explaining that Tom Zurbuchen had filed a criminal complaint against herself, Ming Cabrera and David Graves for based on their attendance at the November 17th meeting. Today the same officer left a voice mail after talking with our current attorney, Mark Noennig. The officer was writing a summary. Mark Noennig told the officer that the

statute cited by Mr. Zurbuchen was incorrect. A city attorney told the deputy it was not a criminal offense and Mr. Zurbuchen may want to file a civil complaint.

On November 22, 2021 the four board members listed above sent a signed notice to the full board and staff (see attached letter) citing the authority to act and including a agenda for the November 29th special meeting. The by-laws Tom Zurbuchen relied upon to threaten an ethics complaint against Laura Drager and file a criminal complaint against 3 other board members were adopted in 1956 when the District had 9 members, was a privately owned water utility which required ownership of real property and annual dues.

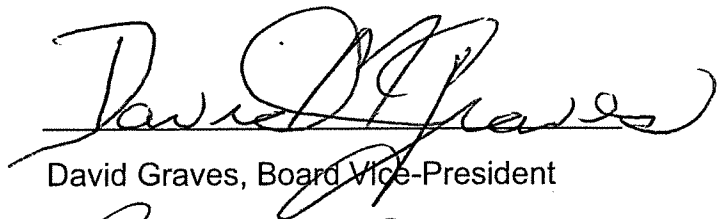
The legislature passed the County Water and Sewer District statutes in 1957 and the District was incorporated under that statute in 1958. The opinion of our attorney is that given that the district had not written or approved by-laws in 63 years, we were required to follow statute. The General Manager and Assisted Manager were directed to attend the meeting and the staff to post the agenda, by-laws draft dated November 19, 2021 and the minutes of the October 20, 2021 meeting. The managers did not attend and the information was not posted at the district website. It was posted on the Heights Task Force facebook page and a facebook page for the County Water District Board and at least one personal facebook page. The Yellowstone County News had an article submitted by Evelyn Pyburn that included notice of the meeting; the article was pulled in a redo of the format. Evelyn Pyburn sent out notice to the 6000 people on her "Business Hotsheet" email. Laura Drager was asked by people in her office how the meeting went; when she asked how they knew about the meeting, they told her it was all over facebook.

For the next two weeks we will run an ad in the Yellowstone County News to reaffirm the actions taken by the Board at the November 29th meeting to meet the public notice requirement if District staff refuse to accept direction from the Board majority.

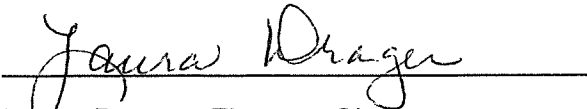
We are proud of the work we have accomplished in the past two meetings despite the roadblocks by Dennis Cook, Jeff Engel, Brandon Hurst and the office staff.



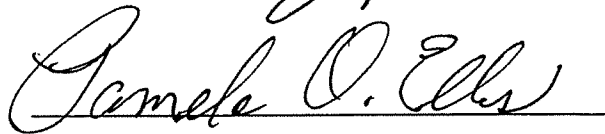
Ming Cabrera, Board President



David Graves, Board Vice-President



Laura Drager, Finance Chair



Pam Ellis, Recording Secretary & Bylaws and Governance Chair

ATTACHMENTS:

- Notice of Meeting (to be published in the Yellowstone County News December 3 & 10)
- November 22, 2021 memo to the Board of the County Water District of Billings Heights with copy to Duke Nieskens and Peyton Brookshire

Notice of Meeting

County Water District of Billings Heights Regular Board Meeting

Wednesday, December 15, 2021 6:00 pm

District Office 1540 Popelka Dr., Billings, MT 59105

The meeting is open to any interested member of the public. Agendas are prepared for the meetings; please request an agenda from the Board Recording Secretary Pam Ellis, pamelliscwdbh@gmail.com and may be available at <https://heightswaterdistrict.com/agendas-and-minutes/>

Agenda items will include Ratification of Board Actions on November 29, 2021 including:

- Removal of Board President and Vice-President and election of new board members for these positions
- Approval of the bylaws reviewed and dated November 19, 2021
- Approval of a contract with Attorney Mark Noennig
- Approval of Board Direction for resolving the fee dispute with the City of Billings
- Approval of a new legal committee to meet with legal counsel Mark Noennig
- Approve of the consent agenda in the November 29, 2021 meeting agenda
- Approval of Annexation on behalf of Zackery D. Michalies, Homestead Subdivision submitted 10-19-2021
- Approval of Platinum Blue Cross-Blue Shield Policy for staff, P910PFR
- Job Description and Job Posting for General Manager
- Policies: Rules and Procedures for Meetings of the Board, Policy Records Access and Procedure, Uniform Complaint Procedure, and approval of contract from Civics Plus-Municode for hosting a Standard Design Website and Board Management Software

Additional agenda items may include:

- Approval of the consent agenda including minutes of the November 29, 2021 meeting, November prepaid bills for approval, November bills for approval, Profit and loss statement November 2020-November 2021
- Review of the audit report prepared by Anderson ZurMuehlen
- Finance Committee Report: Laura Drager, Chair
- Review of applications received for General Manager
- Bylaws and Governance Committee Report: Pam Ellis, Chair Approval of proposed procedure for interviewing and hiring a new General Manager
- Contract and appointment of an interim manager
- Discussion with Andrew Rheem, rate consultant with Raftelis
- Safety Committee Report: Jeff Engel, Chair
- Other agenda items included from staff or Board members

12/3, 12/10

November 22, 2022

TO: Board of Directors of the County Water District of Billings Heights
CC: Duke Nieskens and Peyton Brookshire
FROM: Ming Cabrera, Laura Drager, Pam Ellis, David Graves
RE: Notice of Special Board Meeting
County Water Board of Billings Heights
November 29, 2021 2:00 pm Board Room

In 1957, the Montana Legislature passed the "County Water District Act," sections 16-4501 to 16-4534, R.C.M. 1947, which permits the residents of an area such as Billings Heights to create a district for the purpose of building, operating, and maintaining their own central water supply and distribution system. Pursuant to the provisions of the afore-mentioned Act, the Water District was established. Title 7, Chapter 13, Section 2203 of the Montana Code Annotated ("MCA") authorizes the formation and incorporation of county sewer and water districts pursuant to the requirements of the remainder of Parts 22 and 23 of the same Title and Chapter. The County Water District of Billings Heights ("District") was formed by mail ballot election-voted by the residents and landowners within the designated boundaries of the District located in Billings, Montana and duly conducted in accordance with MCA §7-13-2208(2)-on August 26, 1958. A Certificate of Incorporation for the District was thereafter issued by the Montana Secretary of State on August 29, 1958.

Bylaws written in 1956 have no relevance to the current board. Given that the board has not adopted bylaws in 63 years, we are governed by Montana statute. MCA 7-13-2232. Composition of board of directors specifies that CWDBH has seven board members.

MCA 7-13-2274. Conduct of business, subsection (2) A majority of the board constitutes a quorum for the transaction of business. Four of our seven board members may develop an agenda for a meeting, notice the meeting, and conduct business.

We hereby give notice of our intention to notice a public meeting and conduct business. The staff is directed to post notice of the meeting on the website. Minutes will be kept and items supported by the majority of the board will constitute a legal board decision.

The General Manager and Assistant Manager are directed to attend the meeting.

Ming Cabrera

Laura Drager

David Graves

Pamela Q. Ellis

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 12/14/2021

Title: Public Comment Regarding Privatization of MetraPark

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Public Input Regarding Privatization of MetraPark

BACKGROUND:

See attached.

RECOMMENDED ACTION:

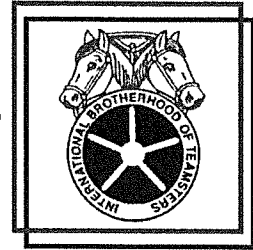
Place to file.

Attachments

Public Input Regarding Privatization of MetraPark

TEAMSTERS UNION LOCAL NO. 190

Affiliated with the International Brotherhood of Teamsters



Jim Soumas
Secretary-Treasurer
P.O. Box 50969
Billings, Montana 59101

437 Kuhlman Drive
Telephone (406) 248-2658
FAX (406) 248-1503
teamsters190@teamsters190.com
www.teamsters190.com

November 23, 2021

Board of County Commissioners
Yellowstone County, Montana

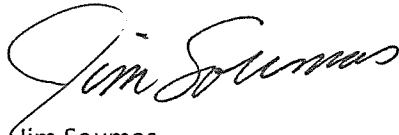
Dear Commissioners,

Teamsters Union Local 190 appreciates the opportunity to provide you with questions that we hope can and will address some of our concerns both for and from the members we represent at MetraPark. As you are aware, the Teamsters Union is the exclusive representative for those Union Members who work for Yellowstone County as the maintenance crew at MetraPark. Changing the existing management to a privately-owned company would have extreme impacts on our members and their families. As such, Teamsters Union Local 190 requests the opportunity to participate in the process of reviewing and interviewing management companies that reply to the RFI&Q. In particular, we ask:

1. Does the private management company intend to employ all the Yellowstone County employees at current staffing levels? If not, what staffing does the private management company deem appropriate for the MetraPark facilities? Which positions would be eliminated or added?
2. Does the private management company intend to keep all existing full-time positions on the maintenance crew?
3. Please provide an outline of the organizational chart listing all the positions for MetraPark. Denote which positions will be full-time employees and which will be part-time employees.
4. List all fringe benefits that the private management company currently provides to employees. Note any difference in benefits between full-time employees and part-time employees.
5. Does private management company expect to take over the entire complex or just the areas of MetraPark that generate revenue?
6. Currently, not all the events that take place at MetraPark result in profit. How will the private management company pick and choose what events will take place?
7. Events that benefit the community take place on a regular basis at MetraPark. How will these events be evaluated by the private management company?
8. In addition to other duties, the Union Members perform the following functions at MetraPark:
 - Snow removal
 - Dirt work for events
 - Maintain all equipment
 - Maintain all lawnsWill the maintenance crew at MetraPark continue to perform these functions?
9. How does the private management company plan on dealing with horse events, including manure removal?

10. How would the private management company handle the food and beverage department and outside vendors?
11. Who would be responsible for liability insurance, the private management company or the County?
12. Will the MetraPark relationship with IATSE continue?
13. If the community doesn't like how things are being managed under the private management company, what is the County's exit strategy?

Sincerely,

A handwritten signature in black ink that reads "Jim Soumas". The signature is written in a cursive, flowing style.

Jim Soumas
Secretary-Treasurer
Teamsters Union Local 190
Billings MT

Routing is the core of the touring business. Do you have experience managing buildings that are more than 540 highway miles away from the next nearest large population area? If so where? Detail your financial experience in that situation. For this question, facilities in Alaska or Hawaii or in the top 50 population centers of the United States are excluded.

Do you have experience as the purchaser of any events for your managed buildings?

How would you attract events to a managed building if you were not allowed to purchase/promote events?

Its been quoted that more than 85% of employees are retained in a transition from public to private management. How many are still in their original FTE position after 1 year? After 2 years?

What positions, by title, are normally not retained in a transition?

What is the average number of FTE's in your locations?

How many FTE job losses occur in year 1 from the beginning of a transition to private management to its first anniversary?

Of the buildings you manage, what contract has been in place the longest? Is it still in place?

How many buildings, as of this question, do you currently manage? That is have a venue management contract. Booking agreements or food service agreements are not included.

Of buildings you hold and privately manage, how many are in counties with population of 500,000 or greater? With population of between 175,000 and 500,000? With population of less than 175,000? Please respond with the population estimate in the county in which the subject property is located.

What is the average amount of management fee you charge building owners to manage their facilities?

Do you have experience managing multiple buildings in a single location? If so, name the location and describe the buildings primary service customer?

Do you currently have a management agreement with a county or state fair that is a member of the International Association of Fairs and Exhibitions? Food service contracts at fairs or festivals do not apply. To be able to claim a county or state fair, your company must be the purchaser/contractor of the shows and exhibitions and not be simply a landlord or rental agent.

If you have experience with agriculture, describe the types of agriculture events happening on the grounds and include the kinds of numbers of animals and crops.

In your managed facilities with agriculture as one of its categories, state the percentage and amount of revenue derived from agriculture-based programs.

Of the total number of facilities where you hold management contracts, how many have agriculture as a component of the programming?

Who pays the employees in your privately managed buildings? How much of that payroll is ultimately invoiced to the owner? Are benefit costs invoiced to the owner in addition to salary costs in your contracts?

What is the average number of event days in your buildings used by non-profit organizations? In this instance, non-profit means an organization registered as a 501©3 entity.

How much, as a percentage of the posted and advertised building rental rates, do non-profits pay at your managed facilities?

Who maintains the facility in your privately managed buildings? How much of that maintenance cost of repairs is ultimately invoiced to the owner?

Who is responsible for capital repairs and improvements in your privately managed buildings? How much of the cost for capital repairs and improvements is ultimately invoiced to the owner?

What is the average income loss suffered by employees who remain after a transition from public to private management? Income for purposes of this question is the total of all salary, bonuses, and benefits such as medical, vision, dental, pension plans, life insurance, and disability insurance.

How many of your managed facilities sell and manage the majority of their available parking?

As a management company, do you require the building owner to indemnify you from lawsuits or other legal actions

When the building owner takes an action that in the management company viewpoint diminishes the management company's ability to hit its incentive goal for a period, describe the steps the management company takes in adjusting the incentive target.

How many of your managed buildings hit their incentive target in a year? How many exceed their incentive by 10%? By 20%? By more than 20%.

For purposes of meeting the operating incentive goal, do in-kind activities, ones where the building operator receives product in exchange for tickets, advertising, or sponsorship, count toward meeting the goal?

In locations where you have managed facilities, does the private company receive any tax money for any purpose? If so, how much tax support in dollars is received by the company?

Are there locations where the private company manages facilities where a negative cash flow number earns the company an incentive bonus? In other words, if there is a net annual loss, does the company still earn an incentive? If so where?

Erika Guy

From: Billings Market Association <bma@billingsmarketassoc.com>
Sent: Tuesday, November 23, 2021 3:13 PM
To: BOCC
Subject: MetraPark Privatization

November 23, 2021

Board of County Commissioners
Yellowstone County, Montana

In answer to your request for input concerning the possibility of privatizing management of the MetraPark facilities, the Billings Market Association is definitely opposed to the idea and we believe management of MetraPark should remain in the hands of the community.

MetraPark was built from the fairgrounds with taxpayer funds with the idea it was to serve the best interests of the local community. Events held at MetraPark generate tremendous income for the economy of Billings, and in extension the entire county. Privatizing the management would shift the focus of doing what is best to generate income for the county to generating profits for the management company that is most likely going to be from out of state. A private management firm is going to do what they feel is best for their bottom line without any regard to what is best for the citizens of Yellowstone County.

In addition privatization would jeopardize the jobs of the set-up crew that represent decades of experience in knowing the particular needs of all renters. Their ability to know what needs to be done is a tremendous asset for both MetraPark and the renters. Turn-around time between events is often tight and without that expertise and dedication, events would not be ready to go on time.

Please consider what is best for the community and leave MetraPark under county management.

Sincerely,

Shawna M. Valentine

Shawna M. Valentine, Show Manager
Billings Market Association
PO Box 80145
Billings MT 59108

Erika Guy

From: Mike Fleming <paintermjf@aol.com>
Sent: Monday, November 22, 2021 4:33 PM
To: BOCC
Subject: Request for Input

When you privatize at Metra what are you going to do with food and beverage?
Especially with beverage sales from an organization that has been at the Metra for 45 years.

Mike Fleming
406-670-9378
Paintermjf@aol.com

Kandy Parais

How many of the existing labor crew will be retained and for how long?

Who will do snow removal?

Who will do dirt work for the events?

Who will maintain the equipment?

Who will do the yardwork?

What will be the status of the union?

Will benefits be offered through the county or private management?

Will private management negotiate with the union?

Will all events we have now be able to continue or will they be priced out?

Will events that benefit the community but not Metrapark be dropped?

Will the relationship with IATSE continue?

How will they recruit and schedule part-time help?

How do they plan on dealing with horse events and manure removal?

Does private management take over the entire complex or just areas that make money?

If the community doesn't like what is happening what recourse do they have to change the plan?

How long is the contract with private management and if it fails how do we get back to where we are now?

Are there ANY users that support this plan?

Will you make the RFI&Q information available to employees?

Is this process going to be transparent or confidential?

How does the plan manage food and beverage and outside vendors?

Who carries the insurance on non-event days?

Erika Guy

From: Cathy Muessig <muessigfamily@gmail.com>
Sent: Friday, November 19, 2021 2:48 PM
To: BOCC
Subject: Management

Would like more information on the impact of going private compared to the way they have been running it. Want to make sure the all agricultural has a reasonable price and place to help out our future young adults. How will fair look? After a little research fair are no longer done. The 4H and FFA kids work hard and deserve a place to show off their hard work.

Cathy

Sent from my iPhone

Erika Guy

From: Ron Spence <r.spence@billingshotelmt.com>
Sent: Friday, November 19, 2021 3:48 PM
To: BOCC
Subject: RFI&Q

Board of County Commissioners,

I response to your questioner regarding privatizing MetraPark, here are a few of my questions and concerns.....

First and foremost, if we are looking at specific companies to run our facility, I would want to know what like size cities that they manage a facility like ours are in and if those facilities operate in the red or in the black.

Next question I would as is if the new management company would hire the existing staff we have and base the hiring and positions on the seniority that the current workers have.

I would want to know how the new company would plan on elevating the approximately 2 million dollars that the county currently funds the MetraPark with.

I would want to know how the new managements plan will impact the citizens of Yellowstone County. Will they have to raise prices on all events and such to help pay the 2 million dollar that the County will no longer be paying. How do they plan on recuperating these dollars without impacting the local citizens.

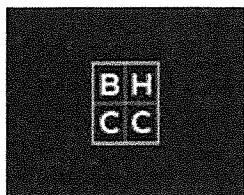
Finally, who would the management company report to? County Commissioners? Special Board of Directors to oversee to operation?

Thank you

Ron

Ron Spence

Ron Spence | General Manager
r.spence@billingshotelmt.com
T (406) 867-8133 | C (406) 598-8001
Billings Hotel & Convention Center
1223 Mallowney Lane Billings MT 59101



"It's not the load that breaks you down, it's how you carry it"

Erika Guy

From: Ryan S <imcravinbbq@gmail.com>
Sent: Monday, November 22, 2021 5:14 PM
To: BOCC

How will privatization affect your current vendors, who have built clientele over the years?

How will privatization affect events like the Fair?

Erika Guy

From: Nancy Dimich <ndimich@hotmail.com>
Sent: Tuesday, November 23, 2021 1:42 PM
To: BOCC
Subject: Metra questions

The existing food vendors are wondering how this impact us ..and if we are going to be let go. Is the Company going to be able to offer the variety that we currently offer .. plus will they be able to find help with our bigger events ..

The current food vendors are not costing the Metra
Any money we pay for our own help and pay 20%
Out of our earnings to the Metra . Plus we pay a fee
Each month for our use of electricity...

Thanks Nancy Dimich

Get [Outlook for iOS](#)

Erika Guy

From: Bonnie Deverniero
Sent: Tuesday, November 23, 2021 3:03 PM
To: BOCC
Subject: Privatization of Metra Park

Dear County Commissioners,

On behalf of the NILE, we write to strongly object the privatizing of Metra Park for the following reasons:

- 1) The citizens of Yellowstone County own this facility and deserve a proper say in the decisions pertaining to its management and care.
- 2) The cost to use the facility will increase to the point where local organizations and nonprofits will not be able to afford to the rent.
- 3) Private companies' cherry pick their services, meaning locally important events will be pushed out by fancier, big name events that only focus on money.
- 4) The privatization of Metra Park will reduce the amount of local control and decrease the community's availability to the facility.
- 5) The imminent layoffs of many loyal, longstanding employees will be devastating to them, their families, their livelihood, and the local economy.
- 6) Private companies are not held accountable to the local community. When they fail who will be left to pick up the pieces?? The local community, who doesn't what this in the first place!!

The only positive of privatization is an attempt to make the lives of the county commissioners easier. Commissioners are not elected to make their own lives easier, they are elected to govern this county and care properly for the county's properties, like Metra Park. It's not your job to pass this important responsibility to some generic company coming from out of state that doesn't understand our economy or our community. It is also the commissioner's responsibility to **listen** to the voices of those who elected them, to the taxpayers that own and fund this property, and make decisions **UNBIASEDLY**.

Thank you,
NILE Staff
(406) 256-2495

Bonnie DeVerniero
bonnie@thenile.org
Shelby Shaw
shelby@thenile.org
Rick Hamilton
rick@thenile.org
Linda McCormick
linda@thenile.org

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 12/14/2021

Title: Budget Transfer Request-Junk Vehicle

Submitted For: Kevan Bryan, Finance Director

Submitted By: Kevan Bryan, Finance Director

TOPIC:

Budget Transfer Request-Junk Vehicle

BACKGROUND:

FY22's budget included an allocation for security camers for Junk Vehicle. Recent price increases create the need for a small adjustment in that budget to complete the previously approved project.

RECOMMENDED ACTION:

File.

Attachments

Junk Veh Cameras Adj

Yellowstone County



FINANCE
(406) 256-2754
(406) 254-7929 (FAX)

P.O. Box 35003
Billings, MT 59107-5003

December 6, 2021

Board of Yellowstone County Commissioners
P.O. Box 35000
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's intent on making a budget transfer within the Junk Vehicle Fund.

Your Policy #18-121 in Section N gives my department the authority to move up to \$25,000 within a fund. This has been routinely performed over the years where unexpended funds are projected for that fund. These are then recapped both at the mid-year budget review and the end of year in a resolution for Board approval.

This letter is intended to inform the Board of our intent to move \$315.00 of budgeted expenditure authority from the Junk Vehicle Contingency account (2830.000.414.430800.850). This authority will be going to the Junk Vehicle Capital Outlay-Equipment account (2830.000.414.430800.940) for the small additional amount needed to purchase budgeted security cameras. With inflation running well beyond expectations and with ongoing supply chain issues, we may face more adjustments in areas such as this, where the overall budgets are smaller and there is not much flexibility in the fund's line items.

As stated above, these changes will be listed with other transfers and adjustments given to the Board for approval at the mid-year budget meeting for FY22.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Kevan Bryan".

Kevan Bryan
Finance & Budget Director

B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 12/14/2021

Title: Response to Audit Findings - December 7,2021

Submitted By: Amy Mills

TOPIC:

November 16 - November 30 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT

November 1 to November 15, 2021

Date: 12/6/2021
 To: Board of County Commissioners
 From: Scott Turner, County 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
12/3/21	Fahmer, Eric	Detention	Shift diff s/b 88hrs
12/3/21	Hostetter, Brett	Detention	Shift diff s/b 48hrs
12/3/21	Lauckner, Andrew	Detention	Remove 7.5 hrs from OT w/ diff, 7.5 hrs added to reg hrs worked & shift diff hrs, update accruals (dept finding)
12/3/21	Zaabel, Alexonna	Detention	No shift diff hrs worked
12/3/21	Joki, Mikelle	Clerk of Court	12 hrs @ 19.55 s/b vacation description
12/3/21	Zabel, James	Sheriff	Holiday Premium rate s/b 42.33@ 12 hrs

✓
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B.O.C.C. Regular

Agenda Item 6. a.

Meeting Date: 12/14/2021

Title: Snowplowing Contract for Grizzly Creek Estates

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Snowplowing Contract with Darrell Sept for Grizzly Creek Estates

BACKGROUND:

Snowplowing contract with DLS Outdoor Services LLC for snowplowing in Grizzly Creek Estates Sub.

RECOMMENDED ACTION:

Place contract to file

Attachments

RSID Quotes

**Standard Form of Agreement for Snow Removal between Yellowstone County
and Contractor on the Basis of a Stipulated Price
Grizzly Creek Estates Subdivision RSID 786**

This agreement is dated as of the 29th day of November 2021, by and between Yellowstone County, Montana (the County), and Darrell Sept, Billings, Montana (hereinafter called Contractor).

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

1. Scope of Work:

Snow plowing in Grizzly Creek Estates Subdivision see attached scope of work

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from November 29th, 2021 until May 1st, 2022. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the contractor \$225.00 per plowing

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 the County 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 the County and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated November 16th, 2021.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.

6.2 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.

- 6.7 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, the County and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

This Agreement will be effective November 29th, 2021.

OWNER:
Yellowstone County
Billings, Montana 59101



Tim Miller Public Works Director

CONTRACTOR: *DLS Outdoor Services LLC*
Billings, MT 59101



Contractor

Snow Plowing in Grizzly Creek Estates Subdivision, RSID 786M
Scope of Work – Specifications

The scope of work includes but is not limited to the following:

- The roads to be plowed are Bear Paw Drive South and Bear Paw Drive North
- **All driveways are to be left cleared from any snow piles.**

- Snow plowing will automatically be expected once 4 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee member Curtis Molt, may request snow plowing if less than 4 inches of snow have accumulated but he must request it.

- The contractor will coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work provide copies of the invoice to:
Yellowstone County Public Works
Ad-Hoc Committee Member Curtis Molt
Address 6341 Bear Paw Dr South Billings Mt. 59106
Phone (406) 539-7641



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 50%;">PHONE (A/C, NO, EXT): 888-202-3007</td> <td style="width: 50%;">FAX (A/C, NO):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: contact@hiscox.com</td> </tr> </table>	PHONE (A/C, NO, EXT): 888-202-3007	FAX (A/C, NO):	E-MAIL ADDRESS: contact@hiscox.com											
PHONE (A/C, NO, EXT): 888-202-3007	FAX (A/C, NO):														
E-MAIL ADDRESS: contact@hiscox.com															
INSURED DLS Outdoor Services LLC 6318 Bearpaw Drive South Billings, MT 59106	<table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc.</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc.	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		JDC-5020828-CGL-21	11/23/2021	11/23/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$S/T Gen.Agg \$						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

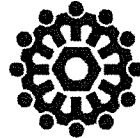
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Yellowstone County Public Works PO Box 35010 Billings, MT 59107	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

MONTANA DEPARTMENT OF LABOR & INDUSTRY



INDEPENDENT CONTRACTOR PROGRAM



Montana Department of
LABOR & INDUSTRY

11/03/2021-11/02/2023 Snowplowing

11/03/2021-11/02/2023 Landscaping

END OF OCCUPATION LIST

INDEPENDENT CONTRACTOR EXEMPTION CERTIFICATE

IC#: 379551IC

Certificate Holder:

DARRELL L SEPT
6318 BEAR PAW DR S
BILLINGS, MT 59106

The certificate holder has sworn to the Department of Labor and Industry that this person is:

- *established in an independently established trade, occupation, or profession associated with an active, registered corporation or manager-managed limited liability company; and
- *is a qualified corporate officer of a corporation or a manager of a manager-managed limited liability company; and
- *is free from control and direction by hiring agents over the performance of the person's services, both under contract and in fact, when acting as an independent contractor.

The named certificate holder has waived all rights and benefits under the Workers' Compensation Act of Montana and is not required to be personally covered by workers' compensation insurance while working as an independent contractor in the occupation(s) listed above.

See back for important information.

1/1

1. The certificate has important information on the back. If making copies to provide to hiring agents, please copy both the front and back of the certificate and provide both sides to the hiring agent. You may make copies as needed. The status can be verified by visiting our website at mtcontractor.mt.gov or by calling our office at 406-444-7734.
2. Please notify our office of changes to your information, including changes to your address, phone number, business name and structure, and any occupations you may wish to add or remove. Failure to keep your information current may result in the revocation of your ICEC.
3. The wallet card below is provided as a way for you to conveniently identify yourself as an ICEC holder to Department of Labor representatives. It should not be given to hiring agents as proof of independent contractor status because the full occupation descriptions are not displayed. North American Industry Classification System (NAICS) codes have been assigned based on the occupation descriptions you submitted and are for Department reference only. The NAICS codes alone do not represent the occupation(s) you are approved for as an Independent Contractor. Full occupation descriptions are displayed on the certificate and can be verified by visiting our website at mtcontractor.mt.gov.

ATTENTION CERTIFICATE HOLDER AND HIRING AGENTS:

Montana law provides that this certificate creates a conclusive presumption of the person's status as an independent contractor. This certificate only applies to the named person for the listed occupation(s) and does not include any employees or subcontractors the person may hire.

Any certificate holder, hiring agent, employer, or any other person who violates the independent contractor provisions of Title 39, Chapter 71, MCA may be subject to a \$1000 fine and other penalties provided by law.

HIRING AGENTS:

It is advisable to verify that this certificate is valid and in good standing. Please visit our website at www.mtcontractor.com or call (406) 444-7734

NOTICE REGARDING UNEMPLOYMENT INSURANCE:

Corporate officers of corporations and managers of manager-managed LLC's are not exempt from Montana's Unemployment Insurance Laws and must report wages to the Unemployment Insurance Division of the Department of Labor and Industry.

Date of this notice: 11-01-2021

Employer Identification Number:
87-3351629

Form: SS-4

Number of this notice: CP 575 G

DLS OUTDOOR SERVICES
DARRELL LEE SEPT SOLE MBR
6318 BEAR PAW DR S
BILLINGS, MT 59106

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-3351629. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is DLSO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

B.O.C.C. Regular

Agenda Item 6. b.

Meeting Date: 12/14/2021

Title: RSID Snowplowing Contracts

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Snowplowing Contracts with Thuesen Sprinklers and Landscape for Indian Cliffs Subdivision, Lone Eagle Subdivision & Randy Roth for Pheasant Brook Subdivision

BACKGROUND:

Contracts with various vendors for snowplowing in RSID's

RECOMMENDED ACTION:

Place contracts to file

Attachments

RSID Quotes

RSID Quotes

RSID Quotes

**Standard Form of Agreement for Snow Removal between
Yellowstone County and Contractor on the Basis of a Stipulated Price
Indian Cliffs Subdivision RSID 803**

This agreement is dated as of the 3rd day of November 2021, by and between Yellowstone County, Montana (the County), and Thuesen Sprinklers and Landscape, Billings Montana (hereinafter called Contractor).

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

1. Scope of Work:

Snow plowing in Indian Cliffs Subdivision see attached scope of work

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from November 3rd, 2021 until May 1st, 2022. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the contractor \$125.00 per hour for plowing with a one hour minimum charge per request for plowing.

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 the County 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 the County and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated October 22nd, 2018.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.
- 6.2 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.
 - 6.7 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, the County and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

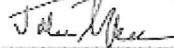
This Agreement will be effective November 3rd, 2021.

OWNER:
Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:
Thuesen Sprinklers and Landscape
PO Box 20378 Billings, MT 59104



Jake Thuesen
Contractor
Phone # 406-855-2771

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Snow Plowing for Lone Eagle Subdivision RSID 720 M**

This agreement is dated as of the 3rd of November 2021, by and between Yellowstone County, Montana (hereinafter called Owner), and Thuesen Sprinklers and Landscape Billings Montana (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 equipment necessary to remove the snow from all constructed roads, including cul-de-sacs, located in the Lone Eagle Subdivision, RSID 720 M, as outlined in the attached Scope of dated January 24, 2018.

2. Contract Times

This contract will be in effect from November 3rd, 2021 until May 1st, 2022. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor \$125.00 per hour for snow plowing with a one hour minimum charge per request for plowing.

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 Scope of Work dated January 24th, 2018.
- 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 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.

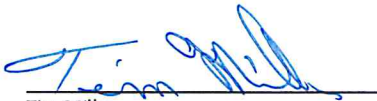
8.0 Termination

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, the County and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

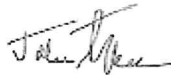
This Agreement will be effective the 3rd of November 2021

OWNER:
Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:
Thuesen Sprinklers and Landscape
PO Box 20378
Billings Mt. 59104



Contractor
Jake Thuesen
Phone # 406-855-2771

Jake Thuesen
Thuesen Sprinklers and Landscape
(406)855-2771
thuesenjake@gmail.com
P.O. Box 20378
Billings, MT 59104

On Oct 27, 2021, at 4:29 PM, Tim Miller <tmiller@yellowstonecountymt.gov> wrote:

Snow Plowing in Lone Eagle Subdivision RSID 720 M

Scope of Work – Specifications

Date January 24th 2018

The scope of work includes the following:

Lone Eagle Subdivision is located north of Billings Mt. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.

- The areas to be plowed are: all constructed roads in the Subdivision, including cul-de-sacs.
- Snow plowing will automatically be expected once 2 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Jim Baker, may request additional snow plowing if less than 2 inches of snow have accumulated or there is drifting but it must requested by the Add-Hoc committee member.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work, provide copies of the invoice to:

Ad-Hoc Committee

Member Jim Baker

Address

Phone 850-4610

Email jimbaker88@q.com

**Standard Form of Agreement for Snow Removal between
Yellowstone County and Contractor on the Basis of a Stipulated Price
Pheasant Brook Sub RSID 701**

This agreement is dated as of the 22nd day of October 2021, by and between Yellowstone County, Montana (the County), and Randy Roth, Laurel, Montana (hereinafter called Contractor).

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

1. Scope of Work:

Snow plowing in Pheasant Brook Subdivision see attached scope of work

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from October 22nd 2021 until May 1st, 2022. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the contractor \$450.00 per plowing
\$125.00 per hour for drift plowing

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 the County 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 the County

and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated October 17, 2019.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.

6.2 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.

- 6.7 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, the County and Contractor have signed this Agreement in duplicate. One

counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

This Agreement will be effective October 22, 2021.

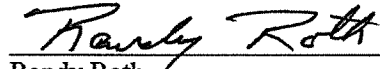
OWNER:
Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:

Laurel, MT 59044



Randy Roth
Contractor

Scope of Work – Specifications
October 17, 2019

The scope of work includes but is not limited to the following:

- All paved roads and cul-de-sacs in Pheasant Brook Subdivision are to be plowed, drive ways and mailboxes are to be left clear of snow piles and windrows.
- Snow plowing will automatically be expected once 4 or more inches of snow have accumulated on the road surfaces to be plowed. If there is 6 inches or more of snow the school bus route must be plowed before 7:00am. The Ad-Hoc committee chairperson, , may request snow plowing if less than 4 inches of snow have accumulated but he must request it.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work provide copies of the invoice to:

Ad-Hoc Committee

Member	Wayne Oukrup
Address	2200 Morning Dove Drive Laurel Mt 59044
Phone	406-633-3630

And Yellowstone County Public Works- PO Box 35024 Billings Mt 50107