

OFFICIAL AGENDA
TUESDAY May 30, 2023
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:15 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. CLERK AND RECORDER

- a. McNeil Subdivision and the S.I.A.
- b. Sedgwick Subdivision an the S.I.A.

2. COMMISSIONERS

- a. Board Reappointments - Billie Ruff to County Compensation Board
- b. Letter to City of Billings Regarding Jail Assessment

3. FINANCE

- a. Metra ARPA Infrastructure Materials Testing Added Scope with Terracon
- b. Amended Resolution 23-66 to Create RSID 890 and 890M

4. PUBLIC WORKS

- a. Big Sky State Games Facility Use Permit - Dates of the Big Sky State Games are July 19th, 20th, 21st
- b. Contract with Jim Rooney for Brookwood Pond Maintenance and Repairs
- c. Vehicle Title for Auction - 1GCHK33JXYF473044 - 2000 Chevy Truck
- d. Paving Agreement with Brian Elkin for Paving a Section of 72nd Street West

5. HUMAN RESOURCES

PERSONNEL ACTION REPORTS - County Attorney - 1 Appointment; **GIS** - 1 Salary & Other; **Detention Facility** - 1 Appointment, 3 Salary & Other, 1 Termination; **Clerk of Court** - 1 Termination; **IT** - 1 Salary & Other; **Justice Court** - 1 Termination; **Sheriff's Office** - 3 Salary & Other

FILE ITEMS

1. **AUDITOR**

Payroll Audit - May 1 to May 15, 2023

2. **COMMISSIONERS**

- a. Jessica Flint - MetraPark Advisory Board Resignation Letter
- b. MCEP Grant Award Letter
- c. ExxonMobil - Assignment of Communication Site Lease Agreement & Right of Way Easement
- d. Board Minutes - DUI Task Force May 2023

3. **HUMAN RESOURCES**

May 1 - May 15 Payroll Audit

4. **PUBLIC WORKS**

Contract with In Site Engineering for RSID 890C, associated with the design for paving of South 54th Street West

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 05/30/2023

Title: McNeil Subdivision

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

McNeil Subdivision and the S.I.A.

BACKGROUND:

Review

RECOMMENDED ACTION:

Approved

Attachments

McNeil SIA

**SUBDIVISION IMPROVEMENT AGREEMENT
MCNEIL SUBDIVISION**

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Yellowstone County**

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SUBDIVISION IMPROVEMENTS AGREEMENT

McNeil Subdivision

This agreement is made and entered into this 18th day of JANUARY, 2023, by and between *Brian and Juli McNeil*, whose address for the purpose of this agreement 5800 Thunder Ridge Road, **Billings, Montana 59101**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *McNeil Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; 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 *McNeil 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 are requested as part of the subdivision application.

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 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 owners or their agents 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 Thunder Ridge Road, which provides access to Hillcrest Road.
- Hillcrest Road is a paved County road approximately 25-feet wide in a 60-foot easement. Thunder Ridge Road is a gravel private road approximately 16-feet wide in a 60-foot easement. There is an existing road maintenance agreement in place and the easement has been, or will soon be, expanded to allow for the new lot.
- No new roads will be constructed as part of this subdivision.
- Approach permits will be obtained for new approaches at time of construction in accordance to Yellowstone County Public Works 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

- Traffic control devices, if required, will be provided by the subdivider in accordance with the specifications of the County Public Works and the local Fire Department.

E. Access

- Access to the subdivision will be from Hillcrest Road, a County-owned and maintained road, and Thunder Ridge Road, a private road maintained through a road maintenance agreement. Lot 1 will access Thunder Ridge Road in the Northeast corner of the Lot.

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 Blue Creek Volunteer Fire Department service area.
- A dry hydrant is not required for a two-lot minor subdivision.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Section 4.7 of the Yellowstone County Subdivision Regulations.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the Yellowstone County Health Department. There is an existing home on Lot 2 with approved systems in place.

- The Subdivision water is proposed to be supplied by cisterns. Lot 2 has existing cisterns.
- Ne cisterns shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ. There are existing permitted cisterns on Lot 2.

B. Sanitary Sewer

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all sanitary sewer systems must obtain approval by the Yellowstone County Health Department. There is an existing home on Lot 2 with approved systems in place.

- The Subdivision is proposed to have individual septic and drainfield systems on each lot. Lot 2 has an existing septic and drainfield system.
- The new system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ. There is an existing permitted septic and drainfield on Lot 2.

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 no water rights associated with the property.

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. 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.

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: _____

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) which the Yellowstone County may require for a period of twenty years from the date of this document's recording.

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.

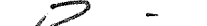
The real property hereinabove mentioned is more particularly described as follows:

McNeil Subdivision


Signed and dated this 18th day of January, 2023.

“SUBDIVIDER”

Brian McNeil and Juli McNeil



Brian McNeil

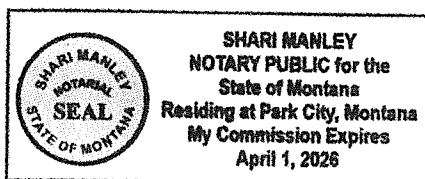


Juli McNeil

STATE OF MONTANA)
County of Stillwater) : ss

On this 18th day of January, 2023 before me, a Notary Public in and for the State of Montana, personally appeared Brian McNeil and Juli McNeil, the persons who executed the forgoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.



Notary Public in and for the State of Montana
Printed Name: Shari Manley
Residing at: Park City
My commission expires: April 1st 2026

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 05/30/2023

Title: Sedgwick Subdivision

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Sedgwick Subdivision an the S.I.A.

BACKGROUND:

Review

RECOMMENDED ACTION:

Execute.

Attachments

Sedgwick SIA

SUBDIVISION IMPROVEMENTS AGREEMENT
SEDGWICK SUBDIVISION

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SUBDIVISION IMPROVEMENTS AGREEMENT

Sedgwick Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between *Chad S. Sedgwick*, whose address for the purpose of this agreement is **P.O. Box 91, Ballantine, MT 59006**, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, Montana, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the plat of *Chad S. Sedgwick*, located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning as an expedited plat which was deemed to not require preliminary review; 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 *Sedgwick 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

A. Subdivider has requested, and the County hereby grants, the following variances by the Board of County Commissioners from the strict interpretation of the County's Subdivision Regulations (Chapter 11, Yellowstone County Subdivision Regulations):

1. No variances requested.

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 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. 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 at no cost 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.
- H. 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 outline 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 owner's 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

- No streets will be constructed as part of this subdivision.

B. Traffic Control Devices

- No traffic control devices will be installed as part of this subdivision.

C. Access

- Access will come from an existing approach on West Arrow Creek Road in the northwest corner of the property.
- West Arrow Creek Road is a gravel roadway lying in a 60-foot wide county road easement filed under Document No. 3567788

D. Billings Area Bikeway and Trail Master Plan

- This subdivision lies outside of the planned area.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by Yellowstone County.

At a minimum, the following is required:

- Driveways greater than 150 feet must have an approved turnaround at their terminus in accordance with Section 4.6.A.5 of the Yellowstone County Subdivision Regulations.

The Huntley Project FSA currently provides fire protection services for the subdivision.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Section 4.7, 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

The design/installation of sanitary systems, wells and water distribution systems shall be in accordance with design standards, specifications, rules, regulations of and as approved by the Yellowstone City-County Health Department and the Montana Department of Environmental Quality.

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.

There are no existing water supply systems on the property, and none are proposed as part of this subdivision. Where individual water supply systems are proposed, the systems must, at a minimum, meet the standards set forth in Montana Administrative Rules, Title 17, Chapter 36 (Subdivisions/Onsite Subsurface wastewater Treatment) Subchapter 330 (Water Supply Systems – General).

B. Septic System

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

There are not existing septic systems on the property, and none are proposed as part of this subdivision. Where individual septic systems are proposed, the systems, at a minimum, must meet the standards set forth in Montana Administrative Rules, Title 17, Chapter 36 (Subdivisions/Onsite Subsurface Wastewater Treatment), Subchapter 320 (Sewage Systems: Design and Construction).

C. Power, Telephone, Gas, and Cable Television

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

All power, natural gas, telephone, and cable (where said utilities are available and existing to the subdivision) shall be installed prior to street paving. Extension of private utilities into each lot shall be the responsibility of the individual lot owners. The location of all such off-site facilities within the existing public rights-of-way shall be subject to approval of the County Public Works Department and shall be installed underground. The Subdivider shall coordinate installation with various utility companies.

VII. PARKS/OPEN SPACE

There is s no parkland requirement for proposed *Sedgwick Subdivision*, as this is a minor subdivision [MCA 76-3-621(3)(e)].

VIII. IRRIGATION

Subdivider agrees there will be no irrigation water available to this Subdivision. No irrigation water shares shall be transferred to individual lot owners.

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 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. 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 limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

XI. FINANCIAL GUARANTEES

No financial guarantees are required for the subdivision as no public improvements are required or proposed.

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

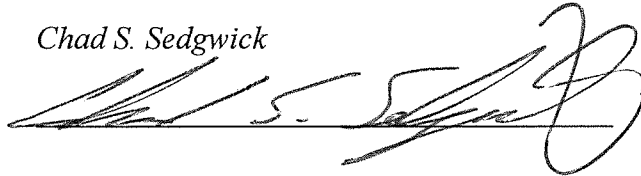
give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

- 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.

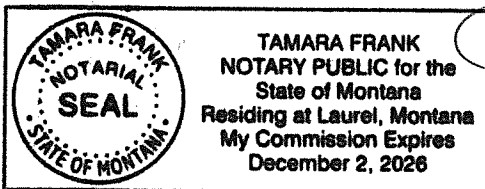
“SUBDIVIDER”


Chad S. Sedgwick



STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 24th day of April, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Chad S. Sedgwick, Chad S. Sedgwick, 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: _____

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), which Yellowstone County may require for a period of twenty years from the date of this document's recording.

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:

Sedgwick Subdivision

Signed and dated this 24 day of April, 2023

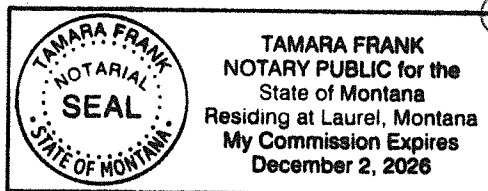
Chad S. Sedgwick

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 24th day of April, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Chad S Sedgwick, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Tamara Frank
Notary Public in and for the State of Montana



Printed name: _____
Residing in Billings, Montana _____
My commission expires: _____

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 05/30/2023

Title: Board Reappointments

Submitted By: Erika Guy

TOPIC:

Board Reappointments - Billie Ruff to County Compensation Board

BACKGROUND:

See Attachments

RECOMMENDED ACTION:

Sign and mail

Attachments

Billie Ruff

Yellowstone County



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

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

May 30, 2023

Mr. Billie Ruff
36 Shadow Place
Billings, MT 59102

RE: Re-appointment to County Compensation Board

Dear Mr. Ruff,

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 June 30, 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

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

BOCC/eg

c: Board File - Clerk & Recorder
Mr. Scott Twito, Po Box 35025, Billings, MT 59107

MAY 22 2023

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Billie Ruff HOME PHONE: (406) 248-8059
ADDRESS: 36 Shadow Place WORK PHONE: (406) 259-0999
CITY: Billings STATE: MT ZIP: 59102
BUSINESS OR JOB: Travel Cafe
E-MAIL ADDRESS: bjruff@travelcafegroup.com
BOARD OR COMMISSION APPLIED FOR: County Compensation Board

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

Please use previous application

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

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

Billie J Ruff 05/20/2023
Signature Date

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

OFFICE USE ONLY:			
APPOINTED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	DATE <u>5/30/23</u>
TERM EXPIRATION DATE: <u>6/30/26</u>			
(Circle one)			
ORIGINAL APPOINTMENT	<input checked="" type="radio"/> REAPPOINTMENT	TERM NO: <u>6</u>	

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 05/30/2023

Title: Letter to City of Billings Regarding Jail Assessment

Submitted By: Erika Guy

TOPIC:

Letter to City of Billings Regarding Jail Assessment

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Letter to City of Billings

Yellowstone County



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

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

May 30, 2023

Dear Mayor Cole & Billings City Council Members,

We are in receipt of your letter dated April 13, 2023 regarding your request that the County conduct a jail-needs assessment. While we appreciate the concerns you raised, and the need to address the challenges outlined in your letter, at this point, the County believes that a jail-needs assessment is premature as there are more feasible alternatives to address overcrowding at the detention center. To this point, the County still owes approximately seven million dollars for the most recent expansion of the detention center. Conducting an additional assessment and potential expansion of the detention center would create a significant burden that is financially unfeasible for the County and taxpayers. Instead, we must prioritize the responsible management of our financial resources and explore more cost-effective solutions before considering any future expansion plans.

Currently, there are several inefficiencies that are contributing to the issues with overcrowding. Perhaps most significant is the delay in moving trials along, creating extended periods of detention. Likewise, delays and lack of movement on federal inmates and those subject to the Department of Corrections has led to detention center beds being occupied by inmates who should be housed in separate facilities. Addressing these issues presents a cost-effective method of freeing up space at the detention center and negating the need for a more costly expansion. Likewise, the actions that the City is taking in evaluating its misdemeanor prosecution and municipal court operations will hopefully be effective in identifying additional areas for improvement.

Staffing the detention center has additionally become a significant challenge. The detention center is currently seventeen officers down, and the shortage of qualified personnel in our area has made it difficult to adequately staff the current facility. Adding additional space to the detention center would only exacerbate this problem as it would require an even larger workforce to ensure the safety and security of the inmates and staff.

While we understand the importance of addressing the concerns associated with the detention center, we believe that focusing on alternative solutions that address inefficiencies, reducing overall incarceration timelines, and streamline inmate transfers would be a more prudent approach at this time. We are committed to exploring these alternatives and are open to discussing further strategies that can improve the effectiveness and efficiency of the facility.

We value the collaborative relationship that we have with the City and remain dedicated to working together to find solutions that prioritize the best interests of our community and ensure the efficient operation of our correctional system.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 05/30/2023

Title: Metra ARPA Infrastructure Terracon Materials Testing Added Scope

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Metra ARPA Infrastructure Materials Testing Added Scope with Terracon

BACKGROUND:

Terracon provided materials testing for Metra Infrastructure Phase One - VIP Premium Parking Lot. Additional Scope of Services to include materials testing for Phase II - Lower Lot and Arena Access Road. The additional scope will not exceed \$30,000.00 for Soil concrete and asphalt testing for Phase I & Phase II.

RECOMMENDED ACTION:

Approve and return a copy to Finance

Attachments

Terracon Addendum Materials Testing

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 03/31/2023) is between Yellowstone County - Finance ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Earthwork	Field density compaction testing will be performed in areas as directed by the client on an as-requested basis by qualified personnel during site earthwork and backfill operations at the site. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor). Laboratory material evaluations will be conducted at a minimum for each type of soil encountered during fill placement. The testing will be performed to determine compliance with project specifications or as recommended in the geotechnical engineering report.
Concrete	During concrete placements, observation, sampling and testing will be performed by Terracon. The concrete will be sampled and tested for slump, air content, unit weight, and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications including the following: <ul style="list-style-type: none"> ■ Verification of approved design mix; ■ Provide observations of placement procedures, consolidation, and curing and protection; and Cast 1 set of 4 (4-inch by 8-inch) cylinders for each 150 cubic yards or fraction thereof.
Asphalt	The HMA will be sampled/cored and submitted to our laboratory for density analysis according to project requirements.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

MetraPark Pavilian – Expo Water Lane Phase Project:

Engineering Technician (Soil Testing)	\$82.00/hour	10 visits	2 hrs/visit	20	\$1,640.00
Engineering Technician (Sample Pick-Up)	\$82.00/hour	7 visits	1 hr/visit	7	\$574.00
Engineering Technician (Concrete Testing)	\$82.00/hour	7 visits	2 hours/visit	14	\$1,148.00
Engineering Technician (Asphalt Testing)	\$82.00/hour	4 visits	2 hours/visit	8	\$656.00
Asphalt Control Test (Marshall, Extraction, Rice)	\$480.00/test	4 tests		4	\$1,920.00
Asphalt Coring Crew	\$200.00/hour	1 visit	8 hours/visit	8	\$1,600.00
Cores (Bulk Specific Gravity, Density, Thickness)	\$50.00/core	22 cores		22	\$1,100.00
Compressive Strength Cylinders	\$29.00/cylinder	7 tests	4 cys/test	28	\$812.00
Vehicle Charge	\$20.00/visit	29 visits		29	\$580.00
Project Coordination/Report Review	\$80.00/report	22 reports		22	\$1,760.00
Administration/Invoicing	\$60.00/invoice	2 invoices		2	\$120.00
TOTAL ESTIMATED FEES:					\$11,910.00
TOTAL NOT TO EXCEED PRICE:					\$30,000.00

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **5/22/2023**
Name/Title: **Eric R Reifschneider / Department Manager I**
Address: **2110 Overland Ave Ste 124**
Billings, MT 59102-6440
Phone: **(406) 656-3072** Fax: **(406) 656-3578**
Email: **Eric.Reifschneider@terracon.com**

Client: **Yellowstone County**
By: _____ Date: _____
Name/Title: _____
Address: **METMAINBLDG P. O. Box 35015**
Billings, MT 59107
Phone: **(406) 256-2717** Fax: _____
Email: **jmatteson@co.yellowstone.mt.gov**

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 05/30/2023

Title: Amended Resolution to Create RSID 890 and 890M

Submitted For: Lisa Sticka, Comptroller

Submitted By: Lisa Sticka, Comptroller

TOPIC:

Amended Resolution 23-66 to Create RSID 890 and 890M

BACKGROUND:

See attached

RECOMMENDED ACTION:

Place to file.

Attachments

Amended Resolution to Create RSID 890 and 890M Exhibits

Amended Resolution to Create RSID 890 and 890M

EXHIBIT A

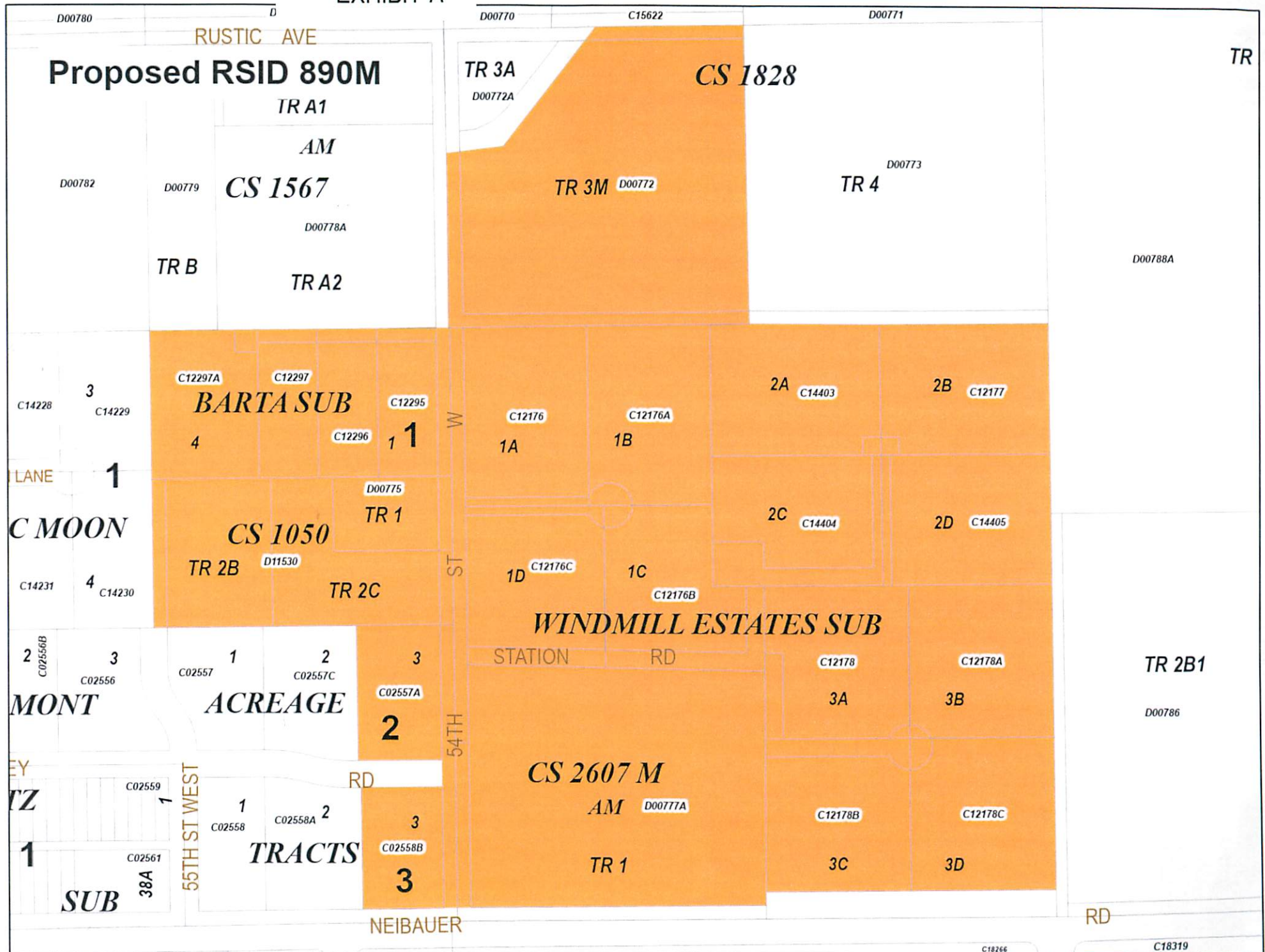


EXHIBIT B

	Tax ID	Owner_Name	MailAddr1	City_ST_ZIP	Legal Description
1	C02557A	BONINI, JOE A	8470 LONGMEADOW DR	BILLINGS MT 59106-1813	BELMONT ACREAGE TRACTS, BLOCK 2, Lot 3
2	C02558B	INGRAHAM, CHAD H	5407 NEIBAUER RD	BILLINGS MT 59106-4003	BELMONT ACREAGE TRACTS, BLOCK 3, Lot 3
3	C12176	LORENZ, TAMARA M	2223 S 54TH ST W	BILLINGS MT 59106-3753	WINDMILL ESTATES, BLOCK 1, Lot 1A
4	C12176A	LORENZ, TAMARA M	2223 S 54TH ST W	BILLINGS MT 59106-3753	WINDMILL ESTATES, BLOCK 1, Lot 1B
5	C12176B	YOUNG, JERRY	2231 S 54TH ST W	BILLINGS MT 59106-3753	WINDMILL ESTATES, BLOCK 1, Lot 1C
6	C12176C	SPARKS, SAMUEL DEAN & MICHELLE COSTELLO	2225 S 54TH ST W	BILLINGS MT 59106-3753	WINDMILL ESTATES, BLOCK 1, Lot 1D
7	C12177	NELSON, CHRISTOPHER & KAYLENE R	2315 S 54TH ST W	BILLINGS MT 59106-4800	WINDMILL ESTATES, BLOCK 1, Lot 2B
8	C12178	KALLIN, NICKOLAS JAMES & REBECCA ANN	5245 STATON DR	BILLINGS MT 59106-4802	WINDMILL ESTATES, BLOCK 1, Lot 3A
9	C12178A	CREMER FAMILY TRUST	5215 STATON DR	BILLINGS MT 59106-4802	WINDMILL ESTATES, BLOCK 1, Lot 3B
10	C12178B	REAY, DEANE	5240 STATON DR	BILLINGS MT 59106-3799	WINDMILL ESTATES, BLOCK 1, Lot 3C
11	C12178C	HATCH, MARK	115 SHILOH RD UNIT 2412	BILLINGS MT 59106-2760	WINDMILL ESTATES, BLOCK 1, Lot 3D
12	C12295	H 4000 TRUST	PO BOX 1555	BILLINGS MT 59103-1555	BARTA SUBD, BLOCK 1, Lot 1
13	C12296	MITCHELL, WILLIAM A	2218 S 54TH ST W	BILLINGS MT 59106-3754	BARTA SUBD, BLOCK 1, Lot 2
14	C12297	GUNDERSON, MICHAEL W & REGINA I	2214 S 54TH ST W	BILLINGS MT 59106-3754	BARTA SUBD, BLOCK 1, Lot 3
15	C12297A	TOEWS FAMILY REVOCABLE TRUST	2210 S 54TH ST W	BILLINGS MT 59106-3754	BARTA SUBD, BLOCK 1, Lot 4
16	C14403	BRYAN, ZACHARY & JESSICA	5310 STATON DR	BILLINGS MT 59106-3713	WINDMILL ESTATES, BLOCK 1, Lot 2A
17	C14404	BRADLEY Z HOFFMAN REVOCABLE LIVING TRUST	5320 STATON DR	BILLINGS MT 59106-3713	WINDMILL ESTATES, BLOCK 1, Lot 2C
18	C14405	GAHAGAN, MATTHEW & REBECCA G	5325 STATON DR	BILLINGS MT 59106-3713	WINDMILL ESTATES, BLOCK 1, Lot 2D
19	D00772	JACQUES, THOMAS P & JEAN E	2141 S 54TH ST W	BILLINGS MT 59106-3755	C.O.S. 1828, PARCEL 3M
20	D00775	MALKUCH, JEAN MORIN	2233 S 54TH ST W	BILLINGS MT 59106-3753	C.O.S. 1050, PARCEL 1
21	D00777A	STATON, LEONARD E	5343 NEIBAUER RD	BILLINGS MT 59106-4005	C.O.S. 2607 M
22	D11530	MALKUCH, JEAN MORIN	2233 S 54TH ST W	BILLINGS MT 59106-3753	C.O.S. 1050, PARCEL 2B & 2C

EXHIBIT C

Engineer's Estimate of Probable Cost

**Estimate for Proposed Construction RSID 890
54th Street West - Paving & Related Road Construction Improvements
Includes Yellowstone County Cost Share Program Participation**

CONSTRUCTION

ITEM	Unit	Quantity	Price	Amount
Mobilization	LS	1	\$8,000.00	\$8,000.00
Traffic Control	LS	1	\$2,000.00	\$2,000.00
Shape / Grade / Smooth Existing Gravel to crown w/ 2% slope	SF	42,631	\$0.12	\$5,115.72
Road Base 3 Inch Section of 1.5" minus Material (incl. 2' shldr)	CY	450	\$41.30	\$18,585.00
Hot Mix - Asphalt (3 Inch Section)	SY	4,084	\$16.80	\$68,611.20
				\$0.00
SUBTOTAL				\$102,311.92
Engineering Design & Construction Management				\$12,900.00
Contingency		10%		\$10,231.19
TOTAL CONSTRUCTION COST				\$125,443.11
County Cost Share Program participation (25%)				\$31,360.78
NET TOTAL CONSTRUCTION, CONTINGENCY & ENGINEERING				\$94,082.33

Admin Costs

Estimated Administrative Costs By Rural Special Improvement District			
Ownership Reports, Advertising, Printing, Offering Circular & Postage			\$1,000.00
County Administration - Attorney - Finance - Commissioners			\$1,000.00
SUBTOTAL			\$2,000.00
SUBTOTAL CONSTRUCTION AND ADMINISTRATIVE			\$96,082.33

Engineer's Estimate of Probable Cost

**Estimate for Proposed Construction RSID 890
54th Street West - Paving & Related Road Construction Improvements
Includes Yellowstone County Cost Share Program Participation**

FINANCE COSTS

REVOLVING FUND BACKING OF DEBT - 5% of Loan Financing (Mandatory)	\$5,165.72
RESERVE FUND BACKING OF DEBT - 5% of Loan Financing (Required)* 95% developed - reserve at 5%	\$0.00
COUNTY ADMINISTRATION - Attorney - Finance - Commissioners (Flat Fee per Loan Issuance - above) 2% of Loan Financing	\$2,066.29
LOAN ISSUANCE COSTS, LOAN ORIGINATION FEE - 1% of Loan Financing	
SUBTOTAL FINANCE COSTS	\$7,232.00

TOTAL RSID COST	\$103,314.34
------------------------	---------------------

COST BREAKDOWN PER UNIT / PARCEL

Number of Assessment Units	22
* Number of Parcels Developed	21
Percentage Developed	95%
Reserve Percentage (%) Required per Development Completed	5%
<u>Alternate 1 - Financed Option (PAY OVER TIME WITH PROPERTY TAXES)</u>	
Total Assessment per Property (Based on an Equal Basis)	\$4,696.11
Estimated Interest Rate	6.0%
Estimated Annual Assessment for 7 Years (per property)	\$841.24
Total Amount Paid Back (Financed) Over 7 Years With Interest	\$5,888.66
<u>Alternate 2 - Non-Financed Option (PAY UP FRONT)</u>	
Total Estimated Cost Per Parcel	
This option is the "Pay Up Front" or Pay In Advance Alternative - (saves Loan Financing Costs of 7%)	\$4,367.38

<u>Maintenance Assessment Per Parcel Per Year</u>	\$100.00
---	----------

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

☐

Square Footage

☒

Equal Amount

☐

Front Footage

☐

Other (Describe)

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23-66

CORRECTED

Resolution to Create Yellowstone County Rural Special Improvement District No. 890 and 890M

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to pave roads. To create a district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district.

WHEREAS, the Yellowstone County Board of County Commissioners received a request from Jerry Young, a property owner who owns the land located at 2251 South 54th Street West, in Yellowstone County to create a rural special improvement district to pave a portion of 54th Street West from Neibauer Road north approximately 1300 feet (near 2222 54th Street West) and to create a rural special improvement district to maintain the road after it has been paved. The maintenance RSID is conditional and will only be created if the construction RSID is successful in its creation. Currently, the road is gravel. Below is a summary of the specifics of the District.

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 890 Yellowstone County Rural Special Improvement District No. 890M
District Location:	Parcels in Belmont Acreage Tracts, Windmill Estates, Barta Subdivision, Certificate of Survey No. 1828, Certificate of Survey No. 1050 and Certificate of Survey No. 2607. See Exhibit A.
District Parcels:	22 parcels. See Exhibit B.
District Activities:	Construction District – Pave Portion of 54 th Street West from Neibauer Road north approximately 1300 feet (near 2222 54 th Street West) Maintenance District – Maintain Portion of 54 th Street West from Neibauer Road north approximately 1300 feet (near 2222 54 th Street West)
District Costs:	Construction District - \$104,000.00 estimated total Maintenance District - \$2,200.00 estimated annual. See Exhibit C.
District Assessment Method:	Per Parcel. See Exhibit D.
District Assessment:	Annual Assessment Per Parcel – Construction District - \$850.00 Annual Assessment Per Parcel – Maintenance District - \$100.00
District Duration:	Construction District – 7 years Maintenance District - Indefinite
District Engineer:	Michael Black PE, Yellowstone County Public Works Department

WHEREAS, on April 4, 2023, the Yellowstone County Board of County Commissioners passed a resolution of intent to create Rural Special Improvement District No. 890 and 890M to pave a portion of 54th Street West from Neibauer Road north approximately 1300 feet (near 2222 54th Street West) and to maintain the road after it is paved and set a public hearing on the creation of the Districts for May 16, 2023. On April 7, 2023, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the proposed Districts. On April 7, 2023 and April 14, 2023, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On May 16, 2023, the Board held a public hearing on the creation of the Districts. The Board heard comments on the Districts and considered protests as to the creation of the Districts. The Board did not receive enough protests to prevent the creation of the Districts. 7 out of 22 property owners protested the creation of the Districts. The Board believes that it is in the best interest of the public to create the Districts.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners create Rural Special Improvement District No. 890 and 890M to pave a portion of 54th Street West from Neibauer north approximately 1300 feet (near 2222 54th Street West) and to maintain the road after it is paved. The specifics of the Districts are contained in the exhibit attached to this Resolution. The Board assessment for the Districts will appear on the property owners 2023 tax statement.

Passed and Adopted on the 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Resolution No. 23 – 66 CORRECTED

Resolution to Create Yellowstone County Rural Special Improvement District No. 890 and 890M

B.O.C.C. Regular

Agenda Item 4. a.

Meeting Date: 05/30/2023

Title: Facility Use Permit

Submitted By: Ronni Tallerico

TOPIC:

Big Sky State Games Facility Use Permit - Dates of the Big Sky State Games are July 19th, 20th, 21st

BACKGROUND:

5k, 10k, and 1/2 Marathon on Thiel River Road
Also Big Sky State Games on July 19th , 20th , 21st.

RECOMMENDED ACTION:

Approve

Attachments

Big Sky Facility Use Permit - 2023



May 2, 2023

Tim Miller
YC Public Works Department
PO Box 35024
Billings, MT 59107

Dear Tim,

The Big Sky State Games is gearing up for its 38th year. We are very excited about the Games and look forward to working with you again. Listed below are the County roads we are requesting the use of during Games on Saturday, July 15, for the 5K, 10K and Half Marathon Running Road Races.

**Road Race 5K, 10K and Half Marathon | Thiel/River Road, Saturday, July 15 –
(BSSG traffic control plan and map enclosed)**

The staging and starting area will be in the River's Edge Commercial Lots. The course will be out and back on Thiel Road, which turns into River Road. The event will take place from 6:45 a.m. to 10:30 a.m. The proper requests will be made to the City of Laurel. We request Thiel/River Road be open to local traffic only for the duration of the event. We will provide road guards and race in progress signs. In addition, we will have law enforcement or private security with a car and flashing lights at the start and on the run course.

In addition to this request, we would also ask you to please "pencil" us in for the 2024 Games. The 2024 Big Sky State Games will be held July 19, 20 & 21.

Enclosed is a 2023 facility use request form. Please sign and email/mail us a copy. Let us know of any other concerns regarding the use of County roads. We will send a copy of the Certificate of Insurance, naming Yellowstone County as additional insured, as soon as it is received.

Sincerely,

Liana Susott
Executive Director

Parker Rood
Operations Director

Cc: Ekkie Wedul, Bill Harrington





BIG SKY STATE GAMES FACILITY USE REQUEST 2023

FACILITY: Thiel River Road & Road sections of Yellowstone County

CONTACT: _____

ADDRESS: PO Box 35024

PHONE: _____

CITY: Billings

ALT. PHONE: _____

STATE: MT **ZIP:** 59107

EMAIL: _____

NAME/PHONE OF CONTACT DURING REQUEST DATES: _____

FACILITY USE REQUEST

Thiel River Road | 5K, 10K & ½ Marathon | Saturday, July 17, 6:45 a.m. – 11:00 a.m.

Possible road closure, local traffic only, and signage for road closure.

EQUIPMENT USE REQUEST

COMMENTS AND CONSIDERATION

Yellowstone County included as "Additional Insured" on Big Sky State Games Insurance Policy.

Liana Susott
Executive Director
liana@bigskygames.org

SIGNATURE

DATE



BIG SKY STATE GAMES TRAFFIC CONTROL PLAN ROAD RACE - 2023

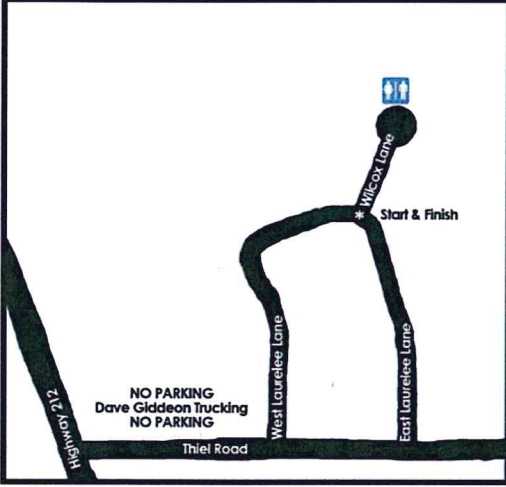
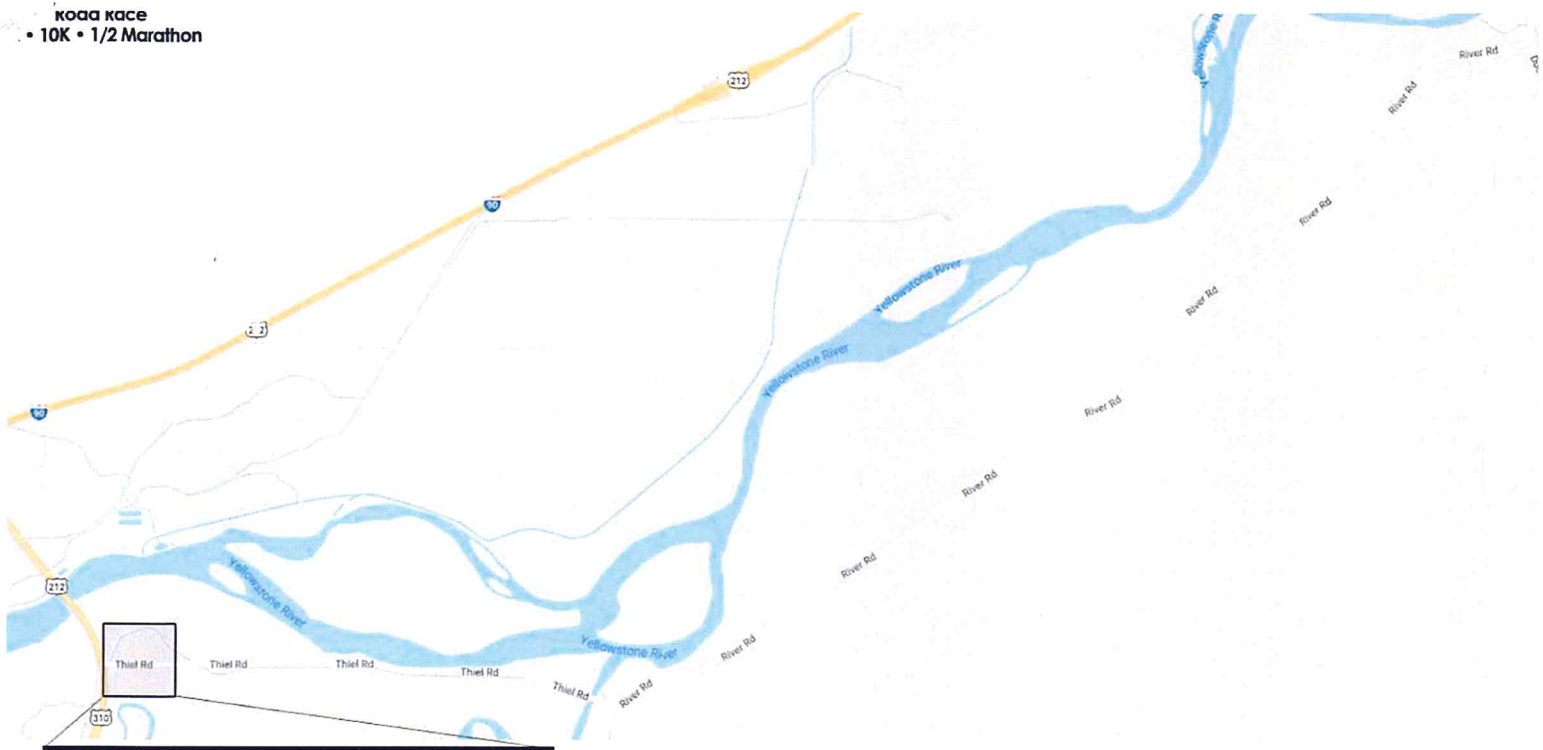
SATURDAY, JULY 15, 2023

The staging area and start line for the race is at the intersection of East Lauralee Lane and Wilcox lane in the River's Edge Commercial Lot. The course will be an out and back on Thiel Road/River Road. Runners head east and will run against traffic.

We request Thiel/River Road be open to local traffic only for the duration of the event. We will provide road guards and race in progress signs. In addition, we will have law enforcement or private security with a car and flashing lights at the start and on the run course.

The race begins at 7:00 a.m. and finishes by 10:30 a.m.

road race
• 10K • 1/2 Marathon



Map Key

- * Start/Finish
- * 5K Turn
- * 10K Turn
- * 1/2 Marathon Turn
- R Restroom
- W Water Stop

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
12/27/22

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	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	SPORTS		
		PHONE (A/C, No. Ext):	800-441-3994	FAX (A/C, No):	260-459-5120
		E-MAIL ADDRESS:	KK.SPORTS@KANDKINSURANCE.COM		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:	NATIONWIDE LIFE INSURANCE COMP	66869	
		INSURER B:	NATIONAL CASUALTY COMPANY	11991	
INSURED	MONTANA AMATEUR SPORTS, INC. D/B/A BIG SKY STATE GAMES BOX 7136 BILLINGS, MT 59103	INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

2068191

REVISION NUMBER:

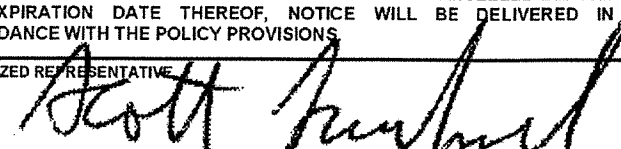
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors <input checked="" type="checkbox"/> SEXUAL ABUSE & MOLES: \$1M/\$2M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	KRO0009367200	12:01AM 12/31/22	12:01AM 12/31/23	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 3000000 PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000
	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)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XK00009367300	12:01AM 12/31/22	12:01AM 12/31/23	EACH OCCURRENCE 1000000 AGGREGATE 1000000
	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-STATUS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Participant Accident			BAX0032001100	12:01AM 12/31/22	12:01AM 12/31/23	AD&D 10000 Primary Medical NC Excess Medical 25000 Weekly Indemnity NC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED REGARDING THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
RELATIONSHIP-FACILITY

CERTIFICATE HOLDER**CANCELLATION**

YELLOWSTONE COUNTY PUBLIC WORKS ATTN: TIM MILLER 3321 KING AVE. E BILLINGS, MT 59102	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 
---	---

B.O.C.C. Regular

Agenda Item 4. b.

Meeting Date: 05/30/2023

Title: Contract for Brookwood Pond Maintenance and Repairs

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Contract with Jim Rooney for Brookwood Pond Maintenance and Repairs

BACKGROUND:

Contract with Jim Rooney for repair and emaintenanceo of the groundwater recharge pond in Brookwood Sub

RECOMMENDED ACTION:

Approve contract

Attachments

Brookwood Sub

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

Contract for Brookwood Pond Maintenance and Repairs

This agreement is dated as of the _____ day of April 2023, by and between Yellowstone County, Montana (hereinafter called Owner), and Jim Rooney Shepherd, 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 for the repairs and maintenance need for Brookwood Pond as outlined in Sanderson Stewart's Bid Narrative.

2. Contract Times

This contract will be in effect from May _____, 2023 through June 30th, 2023.

3. Contract Price

The Owner shall pay the Contractor the rate of \$1000.00 per hour for a four person crew and 4 machines plus materials not to exceed \$50,000.00

Any change orders for the project must be approved in writing by the County prior to the work being started.

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 Sanderson Stewarts Bid Narrative dated May 9th 2023,
- 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, 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 May _____, 2023

OWNER:
Yellowstone County
Billings, Montana 59101

~~Tim Miller~~
~~Public Works Director~~

John Ostlund
Chair

CONTRACTOR:
Jim Rooney
Shepherd, MT 59079


Authorized Signature

B.O.C.C. Regular

Agenda Item 4. c.

Meeting Date: 05/30/2023

Title: Vehicle Title

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Vehicle Title for Auction - 1GCHK33JXYF473044 - 2000 Chevy Truck

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Vehicle Title

STATE OF MONTANA

DEPARTMENT OF JUSTICE - MOTOR VEHICLE DIVISION

CERTIFICATE OF TITLE

12

TITLE NUMBER E594172	YEAR 2000	MAKE/MANUFACT. CHEV	MODEL TK	BODY STYLE/LENGTH PK
VEHICLE/VESSEL IDENTIFICATION NUMBER 16CHK33JXYF473044	UNLADEN WEIGHT/MATERIAL 0	TON/PROPULSION 1	VESSEL NUMBER	
ODOMETER READING ODMTR: 20 ACTUAL			DATE ISSUED 04/11/2000	
OTHER PERTINENT DATA				

OWNER'S NAME AND ADDRESS

**YELLOWSTONE COUNTY
PO BOX 35000
BILLINGS**

MT 59107

THIS VEHICLE/VESSEL IS SUBJECT TO THE FOLLOWING LIEN(S)



It is hereby certified, according to the records of the Montana Department of Justice-- Motor Vehicle Division, that the person named hereon is the owner of the vehicle / vessel described above which is subject to a lien(s) as shown; however the vehicle / vessel may be subject to other liens or security interests.

This entire section must be completed when selling, trading or transferring your vehicle/vessel.

STEP 1 ASSIGN TITLE TO PURCHASER

Owner(s) shown on the face of this certificate must assign title to their purchaser. Failure to do so is a violation of state law. The ownership of the vehicle/vessel described in this certificate of title has been transferred

to:

Print Name of Purchaser(s) [show name of individual(s) or business]

Address

STEP 2 DISCLOSE MILEAGE AND RELEASE INTEREST

WARNING: Federal and state law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I state that this ☐ 5 or ☐ 6 digit odometer now reads (no tenths) miles, date

read _____ and to the best of my knowledge that it reflects the actual mileage **UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:**

☐ I hereby certify that the odometer reading reflects the amount of mileage **IN EXCESS OF ITS MECHANICAL LIMITS**

☐ I hereby certify that the odometer reading is not the actual mileage

WARNING-ODOMETER DISCREPANCY

I/We certify under penalty of law that the statements made herein are true and correct to the best of my/our knowledge and that I am/We are the same person(s) named on the face of this title and if I am signing for a commercial entity, I further certify that I have full authority to do so.

--All owners must sign in ink. If commercial entity, enter business name--

X

Signature of Seller

Business Name

Printed Name--must be same as signature (do not type)

X

Signature of Seller (if more than one)

Business Name

Printed Name--must be same as signature (do not type)

Subscribed and sworn to before me this ____ day of ____ 19

Notary Public for the State of

Residing at _____ Affix

Notary Signature _____ Seal

My Commission expires _____ Here

STEP 3 PURCHASER'S ACKNOWLEDGEMENT OF MILEAGE DISCLOSURE

I am aware of the above odometer certification made by the seller.

X

Signature of Purchaser

Date of Sale

Printed Name--must be same as signature (do not type)

PURCHASER: See reverse side for Title Application (E) or Dealer/Insurer Reassignment (A,B,C,D)

Rev. 07/99



TITLE AND REGISTRATION BUREAU
1032 BUCKSKIN DRIVE
DEER LODGE MT 59722

CONTROL NO. **6659698**

(This is not a title number)

KEEP IN SAFE PLACE-ANY ALTERATION-USE OF CORRECTION FLUID-ERASURE VOIDS THIS TITLE.

B.O.C.C. Regular

Agenda Item 4. d.

Meeting Date: 05/30/2023

Title: Paving Agreement for 72nd Street West

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Paving Agreement with Brian Elkin for Paving a Section of 72nd Street West

BACKGROUND:

72nd Street West Paving Agreement

RECOMMENDED ACTION:

Approve.

Attachments

Paving Agreement for 72nd Street West

**Standard Form of Agreement between Owner
and Developer on the Basis of
A Stipulated Price
Paving 72nd St W**

SECTION I: PARTIES

This agreement is dated as of the 23rd day of May 2023, by and between Yellowstone County, Montana (hereinafter called Owner), and Brian Elkin, Billings, Montana (hereinafter called Developer).

SECTION II: PURPOSE

The Developer has created a new development that uses a portion of 72nd St W for its access that is currently gravel. The developer wishes to have that portion of 72nd St W receive an asphalt surface to provide better access to his development. The County has agreed to contribute to the improvement of the road by preparing the roads base to accept the new asphalt surface. The developer has agreed to provide funding for the asphalt surfacing not to exceed \$110,000.00.

SECTION III: RESPONSIBILITIES

County Responsibilities:

The County shall construct the road base as recommended in the Geotechnical Report provided by Rimrock Engineering. The county will provide the labor, equipment and materials to provide a 3-inch compacted section of asphalt for the road surface of this project.

Developer Responsibilities:

Upon successful completion of the Project, the Developer shall reimburse the County for the cost of the 3 inch compacted asphalt surface for the project including all labor, equipment and materials needed to complete the paving portion of the project not to exceed \$110,000.00

SECTION IV: INDEMNIFICATION

The County agrees to hold harmless and indemnify the Developer from and against all claims, losses damages, or liability, resulting from the negligence of the County or its employees and agents in the performance of this contract.

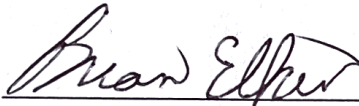
The Developer agrees to hold harmless and indemnify the County from and against all claims, losses damages, or liability, resulting from the negligence of the Developer or its employees and agents in the performance of this contract.

SECTION V: MISCELLANEOUS

Any claims or disputes arising out of this contract, its performance that is not disposed of by agreement of the parties, shall be submitted to mediation for resolution of the disagreement. If mediation fails the dispute shall be submitted to arbitration before a single arbitrator according to the rules and practices of the American Arbitration Association and the findings of the arbitrator shall be binding on all parties to this MOU. Any costs associated with medication and arbitration shall be born equally by both parties.

SECTION VI: TERMINATION AND DURATION

Both parties are bound by the terms of this contract until the Project is completed and the Project has been closed out. The Project will end when the Project has been closed out.



Brian Elkin
Developer

John Ostlund
Chairman
Yellowstone Board of County Commissioners

5-23-23

Date

Date

B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 05/30/2023

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - County Attorney - 1 Appointment; GIS - 1 Salary & Other; Detention Facility - 1 Appointment, 3 Salary & Other, 1 Termination; Clerk of Court - 1 Termination; IT - 1 Salary & Other; Justice Court - 1 Termination; Sheriff's Office - 3 Salary & Other

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

Hire/Personnel Action Form

Employee Information

Employee
Susan Kavanaughugh

Hire Information




Person ID	Hire Req#	Job Type
34027131	202300012	Full-Time Regular
Department	Job Class	Pay Rate
County Attorney's Office	Deputy County Attorney (I)	\$92,865.98
Division	Job Class#	HireDate
N/A	3070	5/31/23

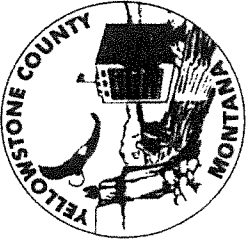
Comments

2301122.41100.111 - 100% - Replaces Rosanne Lockhart
Includes statutorily mandated longevity.
Hiring as a Senior Deputy based on her experience.

Approvals

HUMAN RESOURCES	Dwight Vigness	5/22/23 4:14 PM
FINANCE	JENNIFER JONES	5/23/23 6:59 AM

Commissioners Action		
	<u>Approve</u>	<u>Disapprove</u>
Chair		_____
Member		_____
Member		_____



Scott Twito
Yellowstone County Attorney
217 N 27 Street
PO Box 35025
Billings, MT 59107
Phone: 406-256-2870
Fax: 406-256-6931

To: Dwight Vigness, HR Director
From: Scott Twito, County Attorney
Date: May 22, 2023
RE: *Senior Deputy County Attorney Hire, Susan Kavanaugh*

Pursuant to County Compensation policy and the authority of the 2021 attorneys' collective bargaining agreement I desire to compensate Ms. Kavanaugh as follows:

A senior deputy county attorney at \$92,865.98 (FY 23). This salary amount includes state mandated longevity as this candidate qualifies for longevity based on experience as a criminal prosecutor for 8 years and 1 month (\$4000). Longevity payments will be made pursuant to statute and prior practice. If applicable, Ms. Kavanaugh's salary increases to the base salary in future years will be as follows: FY 24: 3.25%, FY 25: 3.00%. The starting salary shall be reflected in the PAR.

Ms. Kavanaugh will be hired as a senior deputy and offered compensation based on her skills and experience as an attorney who had been in practice since 2006 with several years as a criminal prosecutor. Ms. Kavanaugh has been a prosecutor who worked on felony cases for a large jurisdiction for just over 8 years. Ms. Kavanaugh was also a hearings examiner and a judge. Ms. Kavanaugh has specific criminal trial experience and can assume the responsibilities of a senior deputy. Her prosecutorial knowledge and judicial decision-making experience will be an asset to the Yellowstone County Attorney's Office.

Cc: Jim Soumas, Teamsters
Ms. Kavanaugh



MAY 22 2023

Hire/Personnel Action Form

Employee Information

Employee
Isaiah Comly

Hire Information

Person ID	Hire Req#	Job Type
53421506	202300036	Weed Temporary
Department	Job Class	Pay Rate
Road & Bridge	Seasonal Weed Control Technician	N/A
Division	Job Class#	HireDate
Weed Control	WEED-S	5/30/23

Comments

\$17.00/hour

Approvals

HUMAN RESOURCES	Dwight Vigness	5/22/23 10:18 AM
FINANCE	JENNIFER JONES	5/22/23 10:20 AM

Commissioners Action
Approve Disapprove

Chair

Member

Member

MAY 22 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Janet Reynolds Effective Date: 5-16-23

Current Title: GIS Analyst Gr. F Salary \$ 29.69

Title Change: _____ Gr. F Salary \$ 31.17 temp DU
(5% wage increase)

Check as Applicable:

Regular Full Time: _____ New Hire: _____

Regular Part Time: _____ Rehire: _____

Temp Full Time: _____ Termination: _____

Temp Part Time: _____

Seasonal Hire: _____ Promotion: X

Replaces position _____ Transfer: _____

Name _____ Demotion: _____

New Budgeted Position _____

Other: _____

Reclassification: _____

Funding: 6040 - 000 - 400.500300 - 111 Percent 100 New Account _____

_____ - _____ - _____ Percent _____ Split Account _____

Michael Pavell
Elected Official/Department Head

5-18-23

Date

Section 2

Human Resources:

Finance:

Note: _____

Stegman _____ Date _____

Director

Note: _____

Juliana 5.22.23 _____ Date _____

Director

H.R. Comments:

Commissioner's Action

This is a temporary adjustment
until position is received
for Enterprise System Admin.

Approve

Disapprove

Chair

Date entered in payroll _____

Member MM

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

revised 02/13



Additional Duties Request Form

Additional Duties Definition:

When an employee has assumed significant additional responsibilities **not resulting from an increase in volume, but which is not enough to warrant reclassification.**

If the increased duties result in an increase in work volume, but not in an increase in the complexity of fulfilling the responsibilities of the position, then no salary increase will be granted. To avoid creating salary inequities for others, consider:

- o The Salaries of others in similar positions.
- o The complexity of the additional duties.

If the increased responsibilities are permanent, then a permanent salary increase may be granted.

If the increased responsibilities are for a defined period of time, then a temporary salary increase may be granted.

Circumstances where additional duty pay is not appropriate:

- o Where the additional responsibilities are regarded as a development opportunity and/or a natural growth of the job.
 - o Where the duties being undertaken are at the same grade or lower than the employee's current position.
1. Department/Management completes this form to request additional duties. Compare current job description with new duties, documenting the additional and essential functions. Indicate whether the duties are temporary or permanent.
 2. A cover memo explaining the rationale for the increase.
 3. Submit all documents to Human Resources. HR will then submit the form to Finance for budgetary approval.
 4. Human Resources will review the job description to determine whether the increased duties support an "in-grade" salary increase.
 5. Human Resources will discuss finding with the BOCC and Finance. Temporary increased duties generally should not exceed six (6) months.

Department Name	
GIS	

Contact Information	Name: Michael Powell	Email: mpowell@yellowstonecountymt.gov
	Title: GIS Manager	Phone: (406)256-2812

1. PROPOSED POSITION DETAILS		
Position Title and Grade	Supervisor Name and Title	Position Type Contact HR w/Questions
Title: GIS Analyst	Michael Powell / GIS Manager	<input checked="" type="checkbox"/> Non-Union <input type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt
Grade: F		
Summary of how position has changed: Using current job description summarize where the additional duties came from and how these duties are outside of the current job description		
Janet has completely surpassed the duties of a GIS Analyst. As of February, GIS implemented a new enterprise system, to help be more efficient with the county and other departments. With Janet already doing work with ArcGIS Online and web applications with ESRI (the product we use for our GIS), it was a natural progression for her to take the lead on the new system. Here are some of the additional tasks that she has been doing: <ol style="list-style-type: none">1. Enterprise GIS Systems administration including but not limited to ArcGIS Enterprise (portal, Server, SDE and ArcGIS Online environments, including administering AGOL user accounts, user types and roles.		

<ol style="list-style-type: none"> 2. Automate routine enterprise GIS systems administration processes using Python or related tools. 3. Monitor database performance to identify and resolve problems and inefficiencies. 4. Serve as technical lead for GIS application development and infrastructure design, including development of GIS architecture, data management, development processes, coding, testing, documentation, change and release management, migration of GIS applications to the production environment. 5. Develop and maintain Enterprise geodatabase, including users and roles. 6. Administering ArcGIS Server, starting and stopping services, publishing services, registering folders as a data store with ArcGIS Server 7. Adding members to Portal using SAML/Azure AD logins <p>This on itself can not be added to the GIS Analyst description and a new position needs to be created. Until that is finalized a wage increase is warranted.</p>
<p>Background regarding additional duties:</p>
<p>A. Are these temporary changes? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, how long will this position perform these duties.</p> <p>Provide background detail as to why additional duties are under consideration to add to this position. (Where did the additional duties come from? (Legislative changes, supervisory assignments, etc. How did the job change, describe new duties, increased responsibility, etc.)</p> <p>See above. These are several of the job duties she is doing now. None of which has anything to do with the GIS Analyst. This pay raise is for work being done now until the new job position becomes viable at which time, she will be moving into that position.</p>
<p>C. Were these duties and responsibilities previously being performed in the department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If yes, what position performed these duties.</p>
<p>D. What alternatives were considered? Please provide a description of alternative solutions considered, (i.e., changed to process, redistribution of work) and why the additional duties are considered the best solution.</p> <p>The alternatives, in the past, were to update the GIS Analyst description to include the additional duties. This is not possible anymore. A new position needs to be developed and has. Until it gets implemented, a wage increase is warranted for the work she is already doing on behalf of this new system.</p>
<p>2. POSITION JUSTIFICATION: If the additional duties were not approved, what impact would it have on your department and County business? What are the consequences for failing to add these additional duties?</p>

<p>If this new position does not go through, it will be very difficult for our department and the county to continue to operate at an efficient level, and difficult for this department to keep people as we would fall behind technology-wise</p>	
<p>3. DEPARTMENT APPROVAL:</p>	
<p>I have reviewed and approve the contents of this additional duties request. I find the information provided is accurate and complete.</p>	
<p>Elected Official/Department Head Signature</p> <p><i>Michael Powell</i></p>	<p>Date:</p> <p><i>5-18-23</i></p>

<p>4. HUMAN RESOURCES REVIEW AND RECOMMENDATIONS:</p>	
<p>Human Resources has reviewed the additional duties request and is recommending:</p>	
<p><input checked="" type="checkbox"/> There appears to be a substantive increase in the scope and/or complexity of the job based on the information submitted.</p>	
<p><input type="checkbox"/> The current job classification exists within the Yellowstone County position classification system appears to include the submitted additional duties</p>	
<p>The Board of County Commission may initiate a Board exception</p> <p><i>Enterprise System Administrator</i></p> <p><i>we are creating a new position</i></p>	
<p>Human Resource Director Signature</p> <p><i>H. Higgins</i></p>	<p>Date:</p> <p><i>5-22-23</i></p>
<p>5. FINANCE REVIEW:</p>	
<p>Department:</p>	<p>Fund Number:</p>
<p>Will the additional duties be newly funded or will funds be redistributed within the current budget?</p>	<p><input type="checkbox"/> New Budget <input checked="" type="checkbox"/> Redistributed</p>
<p>Will this position be funded by a grant?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>If funded by a grant, when does the grant expire.</p>	<p>Date:</p>
<p><input checked="" type="checkbox"/> There is sufficient funding within the current department budget to fund the additional duties.</p>	
<p><input type="checkbox"/> New funding is needed to fund the additional duties.</p>	
<p>Finance Director Signature</p> <p><i>Jennifer Jones</i></p>	<p>Date:</p> <p><i>5.22.23</i></p>

6. BOCC APPROVAL:	Date:
Chair Signature	<input type="checkbox"/> Approved <input type="checkbox"/> Disapprove
Member Signature	<input type="checkbox"/> Approved <input type="checkbox"/> Disapprove
Member Signature	<input type="checkbox"/> Approved <input type="checkbox"/> Disapprove

Final step: Board Clerk will route copies to Human Resources, Finance and Originating Department.

MAY 22 2023

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

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

Name: Kyra Dolbeare

Current Title: Detention Officer

Gr. 21.97

Salary \$ 21.97

Title Change: Detention Officer/FTO

Check as Applicable:

Regular Full Time:	XX	New Hire:

Regular Part Time: _____
Rehire: _____

Temp Full Time:	—	Termination:	—
Temp Part Time:	—		

Seasonal Hire: _____

Promotion: _____

Transfer: Replaces position

Name _____
New Budgeted Position _____
Demotion: _____

Other: add FTO pay XX _____

Reclassification: _____

Funding:	2300	136	420200	111	Percent	100	New Account
					Percent		Split Account

 Elected Official/Department Head

05/18/2023 Date

Section 2

Human Resources:

Note: _____

Blaylock 5-22-23

Director Date

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

Date entered in payroll _____

Clerk & Recorder - original _____

Human Resources - canary _____

Auditor - _____

Chair _____

Member _____

Member _____

revised 02/13

MAY 22 2023

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

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

Name: Coltin Johnston Effective Date: 06/01/2023
 Current Title: Detention Officer Gr. Salary \$ 21.97
 Title Change: Detention Officer/FTO Gr. Salary \$ 22.62

Check as Applicable:

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

Other: add FTO pay XX Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - - - - Percent Split Account

Robert Johnson 05/18/2023
 Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:
Adrian 5-22-23 John Johnston 5-22-23
 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

MAY 22 2023

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

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

Name: Richard Cochran

Current Title:	Detention Officer	Gr.		Salary \$	21.97
----------------	-------------------	-----	--	-----------	-------

Title Change: Detention Officer/ FTO

Check as Applicable:

Regular Full Time: XX New Hire: _____

Regular Part Time: _____

Rehire: _____

Temp Full Time: _____
Temp Part Time: _____
Termination: _____

Seasonal Hire: _____
Promotion: _____

Transfer:
Replaces position

Name _____

New Budgeted Position

Other: add FTO pay XX

Reclassification: _____

Funding: 2300	-	136	-	420200	-	111	Percent	100	New Account
							Percent		Split Account

05/18/2023
Date

Section 2

Human Resources:

Note:

Director 5-22-23 Date

H.R. Comments:

Commissioner's Action

Chair

Date entered in payroll

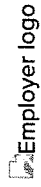
Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

revised 02/13



MAY 19 2023

Hire/Personnel Action Form

Employee Information

Employee
Jarod Barr

Address 1
1029 3rd ave

Address 2
N/A

City
Laurel

State
MT

Zip
59044

Phone
4064135565

Hire Information

Person ID
52728720

Hire Req#
202300021

Job Type
Full-Time Regular

Department
Sheriff's Office

Job Class
Booking Clerk (B)

Pay Rate
\$19.21

Division
Detention Facility

Job Class#
5080

HireDate
6/5/23

Comments

Funding: 2300.136.420200.111 @ 100%
replaces: Yzaguirre

Approvals

HUMAN RESOURCES
FINANCE

Dwight Vigness
JENNIFER JONES

5/19/23 1:30 PM
5/19/23 2:02 PM

Commissioners Action
Approve _____
Chair _____
Member _____
Member _____

MAY 18 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: NICK RUB Effective Date: 5/16/23
Current Title: I.T. WEB DEVELOPER Gr. E Salary \$ 27.93/Hr
Title Change: _____ Gr. G Salary \$ 32.12/Hr

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 _____ Reclassification: X
New Budgeted Position _____

Other: _____

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

John Slaved 5/16/23
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: _____

Note: _____

John Slaved 5-18-23
Director Date

John Slaved 5-18-23
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair _____

Date entered in payroll _____

Member HH _____

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

Member DS _____

MAY 18 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Alexonna Zaabel Effective Date: 05/24/2023
 Current Title: Detention Officer Gr. Salary \$ 21.76
 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: Voluntary
 Seasonal Hire: Promotion:
 Replaces position Transfer:
 Name Demotion:
 New Budgeted Position

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 Percent Split Account

[Signature] 05/12/2023
 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

MAY 18 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Katy Williams Effective Date: 5-18-23
Current Title: CC Clerk - Part Time Gr. Salary \$ 17.00
Title Change: Gr. Salary \$

Check as Applicable:

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

Other: Reclassification:

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

Jeanne M. W. May 11, 2023
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:
Schugrins 5-17-23 Jul Jones 5-18-23
Director Date Director Date

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

 Chair JD
 Member MM
 Member DP

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAY 18 2023

Section 1

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

Name: Pamela Owens Effective Date: 5/15/23
Current Title: Deputy Clerk Gr. C Salary \$ 19.30
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: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____
Other: _____ Reclassification: _____

Funding: 1000 - 000 - 221410330 111 Percent 100 New Account _____
Percent _____ Split Account _____

Pamela Owens _____
Elected Official/Department Head Date 5/15/23

Section 2

Human Resources:

Finance:

Note: _____
Wiggins 5-18-23 _____
Director Date

Note: _____
Wiggins 5-18-23 _____
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

_____ Chair _____
_____ Member MM _____
_____ Member MM _____

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

revised 02/13

MAY 23 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Brandon Smart

Effective Date: 07/01/2023

Current Title: Dep. Sergeant

Gr. Salary \$ 34.93

Title Change: Lieutenant

Gr. Salary \$ 37.09

Check as Applicable:

Regular Full Time: XX

New Hire:

Regular Part Time:

Rehire:

Temp Full Time:

Termination:

Temp Part Time:

Seasonal Hire:

Promotion: XX

Replaces position
Name

Transfer: XX
to Detention

New Budgeted Position

Demotion:

Other: XX rate change FY24 based on Linder rate

Reclassification:

Funding: 2300 - 136 - 420200 - 111

Percent 100 New Account

Percent Split Account

Elected Official/Department Head

Date 5-17-23

Section 2

Human Resources:

Finance:

Note:

Note:

Director Stagnier 5-23-23 Date

Director Augman 5-23-23 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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAY 23 2023

Section 1

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

Name: George Fritz

Effective Date: 07/01/2023

Current Title: Detective Sergeant

Gr. Salary \$ 38.98

Title Change: Detective Lieutenant

Gr. Salary \$ 41.39

Check as Applicable:

rate change FY24 based on
Linder rate

Regular Full Time: XX

New Hire:

Regular Part Time:

Rehire:

Temp Full Time:

Termination:

Temp Part Time:

Seasonal Hire:

Promotion: XX

Replaces position

Transfer:

Name

New Budgeted Position

Demotion:

Other:

Reclassification:

Funding: 2300 - 131 - 420140

- 111

Percent 100 New Account

Percent

Split Account

05/23/2023

Elected Official/Department Head

Date

Section 2

Human Resources:

Finance:

Note:

Note:

Stagniers 5-23-23
Director Date

Juliana 5.23.23
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

revised 02/13

MAY 23 2023

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

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

Name: James Zable Effective Date: 07/01/2023

Current Title: Dep. Sheriff Gr. Salary \$ 29.06

Title Change: Dep. Sheriff/FTO Gr. Salary \$ 29.63
XX rate change FY24 based on Linder rate

Check as Applicable:

Regular Full Time: XX New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination:

Temp Part Time:

Seasonal Hire: Promotion:

Replaces position Transfer:

Name Demotion:

New Budgeted Position

Other: XX Reclassification:
add FTO pay

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
Percent Split Account

5-17-23 Date

Asst. Sheriff 315
Elected Official/Department Head

Section 2

Human Resources: Finance:

Note: Note:

Director 5-23-23 Director 5-23-23 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

revised 02/13

MAY 23 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Robert Lester Effective Date: 07/01/2023

Current Title: Lieutenant Gr. Salary \$ 38.08

Title Change: Captain Gr. Salary \$ 39.85
rate change FY24 based on
Linder rate

Check as Applicable:

Regular Full Time: XX New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination:

Temp Part Time:

Seasonal Hire: Promotion: XX

Replaces position Transfer:

Name Demotion:

New Budgeted Position

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
- - - - - Percent Split Account

SPR 05/23/2023

Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:

Director 5-23-23 Director 5-23-23
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

revised 02/13

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 05/30/2023

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit - May 1 to May 15, 2023

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

MAY 19 2023

YELLOWSTONE COUNTY
CLERK AND RECORDER**PAYROLL AUDIT**

May 1 to May 15, 2023

Date: 5/18/2023

To: Board of County Commissioners



From: Tanya McWilliams, Deputy Auditor

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

Date	Employee Name	Department	Finding
5/18/23	Swenson, Cynthia	Clerk of Court	✓ Delete hrs- no hrs recorded
5/18/23	Roosevelt, Eve	GIS	✓ S/b 88 hrs UAB, no vac & sick accruals (unpaid status)
5/18/23	Cinclair, Tawnya	Justice Court	✓ Ot s/b 7.13 hrs @ 20.32 & update comp time 1.69 (40 hrs balance)
5/18/23	Coder, Carol	Metra	✓ Correct spelling of last name s/b Corder
5/18/23	Boyer, Keith	Public Works	✓ S/b 90 hrs STD, no vac & sick accruals (unpaid status)
5/18/23	Tipton, William	Public Works	✓ Remove 88 hrs @ \$28.89, update accruals
5/18/23	Jam, Kevin	Sheriff	✓ Funding s/b 2300.131.420140.111
5/18/23	Red Dog, Rachel	YSC	✓ .25 s/b comp time earned, update comp balance in employee summary (remove .25 overtime)
5/18/23	Spivey, Randy	YSC	✓ Remove 88 hrs @ \$25.85, update accruals

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 05/30/2023

Title: Jessica Flint - MetraPark Advisory Board Resignation Letter

Submitted By: Erika Guy

TOPIC:

Jessica Flint - MetraPark Advisory Board Resignation Letter

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

Resignation Letter

May 17th, 2023

John Ostlund, Yellowstone County Commissioner
Don Jones, Yellowstone County Commissioner
Mark Morse, Yellowstone County Commissioner
Tim Goodridge, MetraPark General Manager
Mike Mayott, MetraPark Advisory Board President

P.O Box 35000
Billings, Montana 59107

Dear Board of Commissioners, MetraPark Staff, and MetraPark Advisory Board Members:

I am sad to notify you of my immediate resignation from the MetraPark Advisory Board. Due to my demanding work schedule and unpredictable travel, I unfortunately am unable to attend board meetings on a consistent basis.

I am pleased with the recent direction we are working towards at MetraPark and hope to see it continue. As a vested community member, constituent, but most importantly a mom, I look forward to seeing the vision derived from the masterplan come to fruition for our future generations and for quality-of-life improvement in Yellowstone County and the State.

Thank you for the honor and privilege to serve in this capacity.

God Bless,

Jessica

Jessica Flint

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 05/30/2023

Title: MCEP Grant Award Letter

Submitted By: Erika Guy

TOPIC:

MCEP Grant Award Letter

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

Award Letter

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Greg Gianforte
GOVERNOR



Kristen Juras
LT. GOVERNOR

April 26, 2023

Commission Chair Donald Jones
Yellowstone County
316 North 26th, Rm 3101
Billings, MT 59101

Re: Notice of Montana Coal Endowment Program Grant Award


Dear Chairman Jones:

On behalf of the State of Montana, I am pleased to notify you that Yellowstone County has been approved for a Montana Coal Endowment Program grant award in the amount of \$750,000 to replace the 56th Street West bridge.

Projects such as yours help address the infrastructure and public facility needs of our communities, promoting the health and safety of Montanans. Thank you for partnering with the state to make this project possible.

Yellowstone County will be contacted directly with more information in the upcoming weeks by program staff. If you should have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or email DOCCDD@mt.gov.

Sincerely,


Greg Gianforte
Governor

B.O.C.C. Regular

Agenda Item 2. c.

Meeting Date: 05/30/2023

Title: ExxonMobil - Assignment of Communication Site Lease Agreement & Right of Way Easement

Submitted By: Erika Guy

TOPIC:

ExxonMobil - Assignment of Communication Site Lease Agreement & Right of Way Easement

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

ExxonMobil

ExxonMobil Pipeline Company LLC
22777 Springwoods Village Parkway
EMHC, Energy 3, E3.5A.528
Spring, Texas 77389
(281) 922-2093 Telephone

Clint Beck
Manager, Right-of-Way & Claims

Yellowstone County Commissioners
RECEIVED

MAY 17 2023

ExxonMobil

[Handwritten signature]

May 15, 2023

Board of County Commissioners
Yellowstone County
P.O. Box 35000
Billings, MT 59107

RE: Assignment of Communication Site Lease Agreement

Dear Commissioners,

I am writing to inform you that ExxonMobil Pipeline Company LLC (along with certain additional sellers) ("ExxonMobil") and Par Pacific Holdings, Inc. (along with certain additional purchasers), ("Par") have entered into a Sale and Purchase Agreement, dated October 20, 2022 ("SPA") regarding the sale of certain ExxonMobil assets located in Montana to Par. As part of the transaction contemplated by the SPA, ExxonMobil desires to assign to Par Rocky Mountain Midstream, LLC (a Par Pacific Holdings, Inc. affiliate), and Par desires to accept from ExxonMobil, all of ExxonMobil's and/or its predecessor or affiliate companies' rights, title and/or interest in and to the Communication Site Lease Agreement between ExxonMobil Pipeline Company LLC as lessee and Yellowstone County as lessor, dated May 17, 2022 (the "Agreement").

This letter serves as notification of the assignment and assumption of ExxonMobil Pipeline Company LLC's rights and obligations under the Agreement as part of the Transaction. Please direct any future communications concerning the Agreement to Par Rocky Mountain Midstream, LLC at 825 Town & Country Lane, Suite 1500 Houston, TX 77024.

Yours very truly,

DocuSigned by:
Clint Beck
ECB811375A5D425...

Clint Beck

Manager, Right-of-Way & Claims, ExxonMobil Pipeline Company LLC

ExxonMobil Pipeline Company LLC
22777 Springwoods Village Parkway
EMHC, Energy 3, E3.5A.528
Spring, Texas 77389
(281) 922-2093 Telephone

Clint Beck
Manager, Right-of-Way & Claims

Yellowstone County Commissioners
RECEIVED

MAY 17 2023

ExxonMobil

May 15, 2023

Board of County Commissioners
Yellowstone County
P.O. Box 35000
Billings, MT 59107

RE: Assignment of Right of Way Easement

Dear Commissioners,

I am writing to inform you that ExxonMobil Pipeline Company LLC (along with certain additional sellers) ("ExxonMobil") and Par Pacific Holdings, Inc. (along with certain additional purchasers), ("Par") have entered into a Sale and Purchase Agreement, dated October 20, 2022 ("SPA") regarding the sale of certain ExxonMobil assets located in Montana to Par. As part of the transaction contemplated by the SPA, ExxonMobil desires to assign to Par Rocky Mountain Midstream, LLC (a Par Pacific Holdings, Inc. affiliate), and Par desires to accept from ExxonMobil, all of ExxonMobil's and/or its predecessor or affiliate companies' rights, title and/or interest in and to the Right of Way Grant between ExxonMobil Pipeline Company LLC as grantee and the Board of County Commissioners, Yellowstone County as grantor, dated March 21, 1991 and recorded in the county records of Yellowstone County in Book 1360, Page 3230 on May 21, 1991 (the "Agreement").

This letter serves as notification of the assignment and assumption of ExxonMobil Pipeline Company LLC's rights and obligations under the Agreement as part of the Transaction. Please direct any future communications concerning the Agreement to Par Rocky Mountain Midstream, LLC at 825 Town & Country Lane, Suite 1500 Houston, TX 77024.

Yours very truly,

DocuSigned by:

ECB811375A5D425...

Clint Beck

Manager, Right-of-Way & Claims, ExxonMobil Pipeline Company LLC

B.O.C.C. Regular

Agenda Item 2. d.

Meeting Date: 05/30/2023

Title: Board Minutes

Submitted By: Erika Guy

TOPIC:

Board Minutes - DUI Task Force May 2023

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

DUI Task Force Minutes



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

**Yellowstone County DUI Task Force Meeting Minutes
May 18, 2023**

Present: Glenn Gunther, Micky Eckart, Sam Morris, Kevin Holland, John Ryan, Bethany Honcoop, Bob Drake, Kyle Hayter, Brandon Gatlin, Kent O'Donnell, Kacy Keith, Travis Sylvester, Brandon Ihde, Darla Tyler-McSherry. **Excused:** Jeannie Martin.

Meeting called to order at 12:04 PM. Members received the April meeting minutes via email. Kacy motioned for approval of the April meeting minutes. Kevin seconded. Motion carried.

No members had any new conflicts of interest to disclose.

Members received the budget reports via email. No questions were brought forward at this time. We are still receiving sponsorship funds for the Symposium and still have a few outstanding invoices/reimbursements to pay. Travis stated the EventBrite balance is \$10,938.41 and will be received by County Finance shortly.

Travis provided a social media report. They are gearing up for the "100 Deadliest Days of Summer" campaign regarding traffic safety and summer months and spans from Memorial Day through the 4th of July through Labor Day. Travis will be on site over the July 4 holiday and hopes to help get the Laurel banner up earlier than usual. They are also running campaigns targeting graduations and youth and promoting the message of making healthy choices.

The deadline for the July-Dec RFP cycle is June 1. Late applications will be provided to the Task Force and the group will decide whether to accept late applications. RFPs must include three components: 1) the activity or project must take place in Yellowstone County; 2) there must be a clear nexus between the activity/project and DUI, whether prevention or interdiction or treatment, and 3) a detailed budget must be included. Applications can be emailed to Darla or hard copy mailed to our mailbox at PO Box 20982 Billings 59104.

Travis, Brandon, and Darla are working on the Strategic Plan, which is due to the Commissioners prior to June 1. New activities include exploring opportunities to support law enforcement personnel with PPE, based upon recommendations from Keith Graves' presentation at the Symposium and subsequent conversations with County Commissioners regarding tangible support. Other ideas discussed include addressing alcohol related issues with events at the Metra and educational opportunities with high school students and drunk driving simulator machines.

We received a letter of interest for membership from Ryan Carroll, Injury Prevention Coordinator at Billings Clinic. Darla read the letter to the group. Kacy made a motion to approve. Glen seconded the motion. The motion passed unanimously. Welcome, Ryan!

There is an upcoming Transportation Safety Forum taking place next week in Billings at the United Way Building on Wednesday, May 24. All are welcome to attend. Glenn stated he has been appointed to serve on the local Transportation Safety Committee. Part of this group's activities include an August 5

charity softball game in Dehler Park and an October 7 event at Fire Station 1. These may be opportunities for a Task Force presence at additional community events.

Kyle stated he has accepted a new assignment and is resigning from the Task Force. He will try to attend the June meeting. Trooper Plucker may be filling in for him, yet TBD. Thank you for your time, energy, and effort, Major Hayter!

The group briefly discussed the Symposium, as the full debriefing meeting takes place next Thursday at noon in the Commissioner's Board Room (Room 3107, our regular meeting room). Overall, very positive responses and feedback. It was acknowledged there are both positives and negatives to breakout sessions vs. general sessions. It was discussed to explore future Facebook snippets/reels and video as an opportunity to boost attendance—such as Zoom options, and what options may exist for access to taped sessions.

Meeting adjourned at 12:45.

B.O.C.C. Regular

Agenda Item 3.

Meeting Date: 05/30/2023

Title: Response to Audit Findings - May 22, 2023

Submitted By: Amy Mills

TOPIC:

May 1 - May 15 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT

May 1 to May 15, 2023

Date: 5/18/2023

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

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

Date	Employee Name	Department	Finding
5/18/23	Swenson, Cynthia	Clerk of Court	Delete hrs- no hrs recorded
5/18/23	Roosevelt, Eve	GIS	S/b 88 hrs UAB, no vac & sick accruals (unpaid status)
5/18/23	Cinclair, Tawnya	Justice Court	Ot s/b 7.13 hrs @ 20.32 & update comp time 1.69 (40 hrs balance)
5/18/23	Coder, Carol	Metra	Correct spelling of last name s/b Corder
5/18/23	Boyer, Keith	Public Works	S/b 90 hrs STD, no vac & sick accruals (unpaid status)
5/18/23	Tipton, William	Public Works	Remove 88 hrs @ \$28.89, update accruals
5/18/23	Jam, Kevin	Sheriff	Funding s/b 2300.131.420140.111
5/18/23	Red Dog, Rachel	YSC	.25 s/b comp time earned, update comp balance in employee summary (remove .25 overtime)
5/18/23	Spivey, Randy	YSC	Remove 88 hrs @ \$25.85, update accruals

100-100000

Date		Description		Amount	
10/1/50		Balance		100.00	
10/2/50		Check #100		50.00	
10/3/50		Check #101		25.00	
10/4/50		Check #102		25.00	
10/5/50		Check #103		25.00	
10/6/50		Check #104		25.00	
10/7/50		Check #105		25.00	
10/8/50		Check #106		25.00	
10/9/50		Check #107		25.00	
10/10/50		Check #108		25.00	
10/11/50		Check #109		25.00	
10/12/50		Check #110		25.00	
10/13/50		Check #111		25.00	
10/14/50		Check #112		25.00	
10/15/50		Check #113		25.00	
10/16/50		Check #114		25.00	
10/17/50		Check #115		25.00	
10/18/50		Check #116		25.00	
10/19/50		Check #117		25.00	
10/20/50		Check #118		25.00	
10/21/50		Check #119		25.00	
10/22/50		Check #120		25.00	
10/23/50		Check #121		25.00	
10/24/50		Check #122		25.00	
10/25/50		Check #123		25.00	
10/26/50		Check #124		25.00	
10/27/50		Check #125		25.00	
10/28/50		Check #126		25.00	
10/29/50		Check #127		25.00	
10/30/50		Check #128		25.00	
10/31/50		Check #129		25.00	
11/1/50		Check #130		25.00	
11/2/50		Check #131		25.00	
11/3/50		Check #132		25.00	
11/4/50		Check #133		25.00	
11/5/50		Check #134		25.00	
11/6/50		Check #135		25.00	
11/7/50		Check #136		25.00	
11/8/50		Check #137		25.00	
11/9/50		Check #138		25.00	
11/10/50		Check #139		25.00	
11/11/50		Check #140		25.00	
11/12/50		Check #141		25.00	
11/13/50		Check #142		25.00	
11/14/50		Check #143		25.00	
11/15/50		Check #144		25.00	
11/16/50		Check #145		25.00	
11/17/50		Check #146		25.00	
11/18/50		Check #147		25.00	
11/19/50		Check #148		25.00	
11/20/50		Check #149		25.00	
11/21/50		Check #150		25.00	
11/22/50		Check #151		25.00	
11/23/50		Check #152		25.00	
11/24/50		Check #153		25.00	
11/25/50		Check #154		25.00	
11/26/50		Check #155		25.00	
11/27/50		Check #156		25.00	
11/28/50		Check #157		25.00	
11/29/50		Check #158		25.00	
11/30/50		Check #159		25.00	
11/31/50		Check #160		25.00	

changes made by payroll
Checked items indicate

100-100000

100-100000

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 05/30/2023

Title: Contract with Engineer for RSID 890C

Submitted By: Mike Black

TOPIC:

Contract with In Site Engineering for RSID 890C, associated with the design for paving of South 54th Street West

BACKGROUND:

BOCC recently passed a resolution to create RSID 890C and 890M

RECOMMENDED ACTION:

place the item to file

Attachments

In Site Engineering Agreement

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

This agreement is dated as of the 30th day of May 2023, by and between Yellowstone County, Montana (hereinafter called Owner), and In Site Engineering, P.C. (hereinafter called Engineer).

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

1. Scope of Work

Engineer shall provide engineering services needed for the design of road improvements for RSID 890C

See attached proposal

Should any additional work need to be performed, both parties – prior to the work being complete – must sign a written contract amendment.

2. Contract Times

This contract will be in effect from May 30, 2023, until June 30, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

Owner shall pay the Engineer a total of \$12,900 upon completion and acceptance of the project by the Owner. Any contract amendments for the project must be approved in writing by the Owner prior to the work being started.

4. Engineers Representation

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

4.2 Engineer 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 Engineer 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 Engineer has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Engineer 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 Engineer, consist of the following:

- 5.1 This Agreement.
- 5.2 Engineer's proposal.
- 5.3 Engineer'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 Engineer), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Engineers negligence while performing any work or service and for which Yellowstone County , sole basis of liability is vicarious liability for the acts or omissions of the Engineer or/and subcontractors. Engineer 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 Engineer, agents, employees, representatives, assigns and sub-Consultants. 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.

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

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

Engineer agrees to defend, indemnify, and hold harmless Yellowstone County / from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Engineers negligence. And for which Yellowstone County, sole basis of liability

is vicarious liability for the acts or omissions of Engineer. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Engineer 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. Engineer is not, nor is Engineer'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 Engineer 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 Engineer 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 Engineer agrees to defend, indemnify and hold harmless the Owner against all claims for injuries to person or damages to property occurred from or in Connection with the Engineers performance under the Agreement.
- 6.9 In the event of litigation between Engineer and the Owner, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.

7. Performance

The Engineer 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 Engineer subjects Engineers to the same provisions. In accordance with section 49-3-207, MCA, the Engineer 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. Termination

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

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

This Agreement will be effective May 30, 2023

OWNER:
Yellowstone County

Billings, MT 59101



Tim Miller
Public Works Director

ENGINEER:
Scott Worthington, PE, In Site Engineering, P.C.
4231 Creekwood Dr
Billings, MT 59106


Authorized Signature

In Site Engineering, P.C.

***4231 Creekwood Dr
Billings, MT 59106
(406) 591-4355 phone***

May 24, 2023

Mr. Mike Black, P.E.
Senior Yellowstone County Civil Engineer
Public Works Department
P.O. Box 35024
Billings, MT 59107-5024

Reference: RSIDc No. 890 – Engineering Proposal and Scope of Work

Dear Mr. Black:

The following is a proposal for In Site Engineering, P.C. to provide certain engineering and consulting services generally described as:

Engineering design for road improvements for Yellowstone County RSIDc No. 890, the construction of which is to grade, gravel, and pave 54th Street West from Neibauer Road to a point 1300 feet north thereof.

This proposal sets forth the scope of work to be completed by In Site Engineering, P.C. (“Engineer”).

Overview

This project consists of Civil Engineering consulting, design, and construction administration for RSIDc No. 890. This includes preparation of plans, specifications, and other documents to be part of a bid package to be advertised by Yellowstone County for bidding contractors. The scope of work performed by the Engineer will include two parts:

- A. The work required to prepare the bid package (work prior to bid), and
- B. The work required to be completed after awarding of a construction contract by Yellowstone County to a successful bidding Contractor (work after bid)

Further details of the scope of each phase of work are provided below:

Scope of Work

In Site Engineering, P.C. will provide the following services as part of its basic services:

A. Work required to complete bid package

Specific tasks will include:

- Topographic survey of existing gravel road
- Set control points

- Prepare engineering design for subject road (1300 lineal feet in length) with plan and profile along road centerline alignment with existing ground profile, design finish grade centerline profile, gravel shoulders, and design cross-sections
- Meet with Yellowstone County Engineer after completion of topographic survey and plans at 50% complete.
- Meet with Yellowstone County Engineer at 75% plan completion
- Prepare construction contract bid documents including general provisions, special provisions, and a “complete-in-place” lump sum bid schedule for 2-3” of new roadbase gravel, paving, and construction of gravel shoulders and transitions from driveways into the new paving.

B. Work to be completed after Yellowstone County awards a Construction Contract to a successful bidding Contractor

Specific tasks will include:

Construction Administration

- Observation of proof roll to identify soft spots, if any
- Construction observation during gravel placement and paving
- QA testing of new gravel road base
- QA testing of asphalt pavement
- Management of contract including evaluation of change orders
- Final walk-through with Client and Contractor

Exclusions from Scope of Work / Items to be provided by Yellowstone County:

- Geotechnical engineering (existing gravel and sub-base are assumed to provide sufficient foundation for the proposed surface courses of gravel and asphalt)
- Construction staking (to be provided by contractor, or stake-less construction to be done)
- Local, State, or Federal taxes or permit fees
- SWPPP – not anticipated to be required due to only minimal changes to line and grade on an already stabilized surface and due to project size being under 1 acre
- Environmental studies, testing, or remediation
- Flood hazard evaluation
- Drainage Study
- Traffic Impact Study
- Title work or ALTA survey

Fees and Billing

In Site Engineering, P.C. will bill the following lump sum fees for the scope of work outlined above.

Task A:	\$10,000
Task B:	\$2,900
Total:	\$12,900

Invoices will be sent monthly for work completed in amounts according to the percentage of completion of the scope of work to date. The proposed fee does not include contingencies to cover significant modifications to the scope of Engineer’s work caused by other parties or factors beyond our control. If such changes arise, a discussion

will be initiated to revise the scope and fee, to be approved in writing prior to proceeding with any additional work.

Services not set forth above as basic services are specifically excluded from the scope of In Site Engineering's services. In Site Engineering assumes no responsibility to perform any services not specifically listed as basic services. If Yellowstone County and In Site Engineering agree in writing via an amendment to this agreement, In Site Engineering will provide the additional services requested.

Invoices are due and payable upon receipt and are subject to a 1.5% per month interest charge (18% annually) on unpaid amounts over 30 days past due.

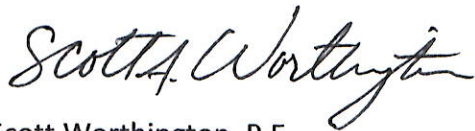
Project Schedule

This project will proceed on a schedule mutually agreed upon between In Site Engineering, P.C. and Client. The agreed upon schedule from the pre-contract meeting was to have engineering design complete by late June 2023 so that the bid can be advertised by late July 2023. This is with the goal of having the project paved by mid to late August. Anticipated construction schedule will be outlined in the Construction Bid Documents.

Conclusion

Thank you for the opportunity to prepare this proposal. I look forward to providing these services to you on this exciting project.

Sincerely,



Scott Worthington, P.E.

