

OFFICIAL AGENDA
TUESDAY September 19, 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

9:30 a.m. RECOGNITION

Brenda McKinnon	Treasurer/Assessor	25 Years of Service
Ingrid Rosenquist	County Attorney	20 Years of Service
Kimberly Foreman	Youth Services Center	15 Years of Service

9:30 a.m. PRESENTATION

MetraPark Financial Update by Mike Mayott, Advisory Board President

9:30 a.m. BID OPENING

Bid Opening for Audit Services for Yellowstone County

9:30 a.m. PUBLIC HEARING

Public Hearing for MRM Unified Campus Low Income Housing Tax Credit Project

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. PLANNING DEPARTMENT

- a. Onyx Pointe Subdivision - Preliminary Major Plat
- b. Gresham Subdivision - County Major Preliminary Plat
- c. Olive Grove Subdivision - Preliminary Minor Plat

2. PUBLIC WORKS

Resolution 23-98 of Intent to Adopt No Parking Area on a Portion of Iroquois Trail and Setting the Public Hearing for Tuesday October 10, 2023 @ 9:30 a.m. in Room 3108

CLAIMS

CONSENT AGENDA

1. CLERK AND RECORDER

2. COMMISSIONERS

- a. Board Resignation Thank You Letter - Richard Klose Sr., Cheryle Fisher & Robert Wolske
- b. Board Openings - Updated List
- c. Board Appointment - Erika Guy to Downtown Billings Partnership
- d. Letter to MTDOR Director Beatty

3. FINANCE

- a. Metra ARPA Infrastructure Contract with Terracon for Materials Testing on Construction Projects
- b. Memorandum of Understanding with the Eugene Sara Detachment #418 Marine Corps League for Marker Placement at Riverside Cemetery
- c. MetraPark Request to Expend for Cattle Panels for 4-H
- d. MetraPark Contract with Cushing Terrell for Architectural Services for Northwest Arena Level & Concourse Level Concessions
- e. Memorandum of Understanding and Agreement to Sub-Contract with Turn Key Health Clinics for the MBCC Grant RSAT
- f. Memorandum of Understanding and Agreement to Sub-Contract with Turn Key Health Clinics for the DPHHS Grant HEART and SOR

4. SHERIFF

Memorandum of Understanding between the Department of Justice - Highway Patrol Division and Yellowstone County Sheriff's Office

5. HUMAN RESOURCES

PERSONNEL ACTION REPORTS - Road and Bridge - 2 Appointments; **District Court** - 1 Appointment, **Detention Facility** - 1 Termination; **Youth Services Center** - 1 Termination; **Sheriff's Office** - 1 Salary & Other

FILE ITEMS

1. AUDITOR

Conflict of Interest Statements

2. CLERK AND RECORDER

Board Minutes - Policy Coordinating Committee Board Minutes

3. CLERK OF DISTRICT COURT

Disbursements and Checks for August 2023

4. COMMISSIONERS

Public Comment - ZC 717

5. FINANCE

Detailed Cash Investment Report August 2023

6. HUMAN RESOURCES

Letter to Director of Emergency Management

7. PUBLIC WORKS

- a.** Land Appraisal for Schmalz Property and Contract for Land Appraisal
- b.** Right of Entry Permit for the Worden Ballantine Yellowstone County Water & Sewer District

PUBLIC COMMENTS ON COUNTY BUSINESS

***Elections Canvass Immediately Following Board Meeting**

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: September Recognition

Submitted By: Amy Mills

TOPIC:

Brenda McKinnon	Treasurer/Assessor	25 Years of Service
Ingrid Rosenquist	County Attorney	20 Years of Service
Kimberly Foreman	Youth Services Center	15 Years of Service

BACKGROUND:

na

RECOMMENDED ACTION:

na

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: MetraPark Financial Update by Mike Mayott, Advisory Board President

Submitted For: Kevan Bryan, OMB Director

Submitted By: Kevan Bryan, OMB Director

TOPIC:

MetraPark Financial Update by Mike Mayott, Advisory Board President

BACKGROUND:

MetraPark recently developed a recap of FY23 operations and economic impact for public dissemination.

RECOMMENDED ACTION:

Presentation

Attachments

Metra FY23 Report

METRAPARK

ANNUAL REPORT
July 2022 - June 2023

MISSION STATEMENT

MetraPark, a multi-use complex, shall serve entertainment, trade, athletic, educational and agricultural needs of the region by providing quality facilities, programs, and events with complete and efficient services to the economic benefit of the region.

LEADERSHIP

COUNTY COMMISSIONERS



John Ostlund
Chairman



Mark Morse



Donald Jones

ADVISORY BOARD



Mike Mayott
Advisory Board President



Steve Hurd
Vice President

GENERAL MANAGER



Stoney Field

TOP 5 EVENTS

REVENUE GENERATED:



PBR
\$219,274.01



Kane Brown
\$175,904.54



Lil Wayne
\$102,152.76



Nile Stock Show and Rodeo
\$93,926.16



Ian Munsick
\$92,622.66

METRAPARK

ANNUAL REPORT July 2022 - June 2023

EVENT DAYS

388 EVENTS
for F.Y. 22-23

510 total event days due to
simultaneous events on the grounds

Busiest month in F.Y. 22-23

60 EVENTS
in APRIL

71 event days due to simultaneous
events on the grounds

703,939

Total attendance in F.Y. 22-23

RENTAL USAGE DAYS



DANCE EVENTS
23.5%



TRADE SHOW
10.6%



TRAINING
8.4%



FUNDRAISER
5.3%



BASKETBALL
4.9%



OTHER
47.3%

ECONOMIC IMPACT

GLOBAL IMPACT

\$177,000,000

LOCAL IMPACT

\$110,700,000

COUNTY SUBSIDY

\$3,672,600

\$1 → \$30

For every dollar that Yellowstone County subsidizes,
MetraPark helps to generate \$30 of Local Economic Impact

REVENUE

\$9,916,000

In F.Y. 22-23. Includes county
subsidy via property taxes.

EXPENDITURE

\$8,639,000

in F.Y. 22-23

Numbers in this report are preliminary based upon information available when this report was published.

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Bid Opening for Audit Services for Yellowstone County

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Audit Services for Yellowstone County

BACKGROUND:

N/A

RECOMMENDED ACTION:

Open and read aloud the bids. Refer the bids to staff for recommendation.

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Public Hearing for MRM Unified Campus Low Income Housing Tax Credit Project

Submitted By: Erika Guy

TOPIC:

Public Hearing for MRM Unified Campus Low Income Housing Tax Credit Project

BACKGROUND:

No action from the Commissioners is required

RECOMMENDED ACTION:

Hold Public Hearing

B.O.C.C. Regular

1. a.

Meeting Date: 09/19/2023**SUBJECT:** Onyx Pointe Subdivision - Preliminary Major Plat**THROUGH:** Monica Plecker**FROM:** Dave Green

TOPIC

Onyx Pointe Subdivision - Preliminary Major Plat

INTRODUCTION

On July 3, 2023, Land Development Solutions, LLC, agent for Myron and Nancy Gross, applied for preliminary major plat approval of Onyx Pointe Subdivision. The subject property is generally located west of South 64th Street West and south of Hesper Road. This parcel of land is outside of zoning. It is surrounded by residential uses and farmland.

RECOMMENDATION

The Planning Board is forwarding to the Board of County Commissioners a recommendation to conditionally approve the preliminary plat of Onyx Pointe Subdivision and adopt the Findings of Fact as presented in the staff report.

VARIANCE REQUESTED

The applicant is not requesting a variance.

PROPOSED CONDITIONS OF APPROVAL

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

1. To protect public health and safety and ensure maintenance of the proposed community septic system for some of the lots within this subdivision, prior to final plat approval, the applicant will create RSID's for the maintenance of the community septic systems and define which lots are part of which RSID.
2. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
3. To protect public health and safety and provide for future road maintenance, prior to final plat approval, the applicant will create an RSID for the maintenance of the new public roads within the subdivision.
4. To protect public health and safety, prior to final plat approval, any information in the TIS that needs to be included in the SIA will be added to the final SIA for the subdivision. Any recommendations County Public Works and the Board of County Commissioners determine need to be built will also be included in the final SIA.
5. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings of the dry hydrant system to Billings Fire Department for review and approval. Once installed the applicant will request Billings Fire Department to test the system to ensure it works correctly and get a sign off from Billings Fire Department. The applicant will also create an RSID for the dry hydrant system maintenance and create a public easement for where the fire tank is located.
6. To provide for the correct cash-in-lieu contribution for parkland, prior to final plat approval, the applicant will follow Section 10.6 Determining Cash Contributions for Parkland, for the correct amount to be paid to Yellowstone County parks department. The applicant will also change language in the SIA under the heading VII. Parks/Open Space stating they will be providing a cash-in-lieu of parkland for the subdivision.
7. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
8. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
9. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
10. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules,

policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting December 1, 2022
- Preliminary plat application submitted to Planning Division on July 3, 2023
- Departmental review meeting July 13, 2023
- Preliminary plat resubmittal July 20, 2023
- Planning Board plat review August 8, 2023
- Planning Board public hearing August 22, 2023
- Preliminary plat to Board of County Commissioners, September 19, 2023
- 60 working-day preliminary plat review period ends September 27, 2023

PLAT INFORMATION

General location: West of South 64th Street West and south of Hesper Road

Legal Description: Tract 3 of COS 3753

Owner/Subdivider: Myron and Nancy Gross

Surveyor/Engineer: Land Development Solutions, LLC

Existing Zoning: Outside of zoning

Proposed Zoning: Outside of zoning

Existing Land Use: Farmland

Proposed Land Use: Residential

Gross area: 40 acres

Net area: 31.37 acres

Proposed number of lots: 36

Max.: 1.65 acres

Min.: 0.56 acres

Parkland requirements: Parkland dedication requirement is 1.86 acres.

PLANNING BOARD PUBLIC HEARING DISCUSSION

Planning staff gave a brief presentation about the proposed Onyx Pointe Subdivision. The conditions of approval were reviewed and staff was available for questions. There were a couple of questions from the board seeking clarity for proposed utility easements. Staff deferred those questions to Mr. Travis West, the engineer for the proposed subdivision. There was another question regarding the parkland and where the nearest park is located. Staff stated there are parks in the area but that they are not necessarily close and convenient to this subdivision. There were no other questions for staff regarding the proposed subdivision.

Board President Cook opened the public hearing, Mr. Travis West stood to speak about the proposed subdivision. He explained the community septic systems proposed and why they are being proposed. Some lots are within 1/4 mile of a state waterway, so they are proposing community septic systems for the lots that are just within that boundary. Mr West also stated they are going to ask the Board of County Commissioners to accept the proposed 0.2 acre public park for the subdivision. The County Park Board has stated they do not want the small parcel as parkland and has requested a cash in lieu contribution for parkland instead. Mr. West explained the utility easements for the subdivision to the board.

There were no other questions and there was no one to speak for or against the proposed subdivision.

The public hearing was closed and Board President Cook asked for a motion. A motion was made to forward to the Board of County Commissioners a recommendation of conditional approval with the Findings of Fact and the SIA. The motion was seconded. There was no further discussion from the board. The motion passed with a unanimous voice vote.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See attachment Findings of Fact

RECOMMENDATION

The Planning Board is forwarding to the Board of County Commissioners a recommendation to conditionally approve the preliminary plat of Onyx Pointe Subdivision and adopt the Findings of Fact as presented in the staff report.

Attachments

Findings of Fact

Proposed Plat

SIA Draft

FINDINGS OF FACT

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

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

1. Effect on agriculture and agricultural water users' facilities

The subject property has historically been used for farming purposes. There are no water rights or shares that will be available for the future property owners in this subdivision. Any surrounding ditches will be left in place with access to them for maintenance purposes. This proposed subdivision will have minimal impact on water users' facilities.

2. Effect on local services

a. **Water** – The applicant is proposing individual wells for each lot. They will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the DEQ. The operation and maintenance of the well shall be the responsibility of the lot owner.

b. **Septic** - The applicant is proposing some lots will have their own septic system, and some lots will be part of a community septic system. They are proposing 2 utility lots for community septic systems, utility lots 3 and 4. Those systems are for some of the lots on the east end of the subdivision. The utility lots will be dedicated to the public and an RSID created to maintain the community septic systems. The lots using the community septic systems will be part of the RSID's for maintenance. This is outlined in the SIA under VI Utilities B. second paragraph. **(Condition #1)** They will be built in compliance with the requirements outlined in Section 4.8 of the Yellowstone County Subdivision Regulations and the DEQ. Each system will be maintained by the individual lot owner.

Both the proposed water and septic systems will be reviewed and approved by MDEQ with a copy of the approval provided with the final plat. **(Condition #2)**

All private utilities, power, telephone, gas and cable television will be installed in the public right of way or easements.

c. **Streets and roads** – Roads within the subdivision will be built in 60-foot-wide right of ways with a 24-foot paved surface and 2-foot-wide shoulders on each side. Drainage swales will be installed along the road sides as required by MDEQ for stormwater management. The applicant will be required to create an RSID for maintenance of roads within the subdivision. **(Condition #3)**

The applicant has submitted a TIS to the Yellowstone County Public Works department for their review and comment. Once County Public works has reviewed the document, any corrections or clarifications will be worked out between Public Works and the applicant for a complete and acceptable TIS. Any information in the TIS that needs to be included in the SIA will be added to the final SIA for the subdivision. Any recommendations from the TIS are only implemented by the Board of County Commissioners based on recommendations from County Public Works. **(Condition #4)**

d. **Fire and Police services** – The property is within the BUFSA firefighting area, which is handled by the Billings Fire Department. Subdivision regulations require that major subdivisions have a 30,000-gallon dry hydrant system for the subdivision. The proposed location of the dry hydrant is on utility Lot 3. They will be providing a public easement for it and creating an RSID for its maintenance. The applicant will provide drawings and specification to the Billings Fire Department for review and approval prior to installation. The dry hydrant will be tested and signed off by the Billings Fire Department prior to final plat. This information is outlined in the SIA under the heading IV. Emergency Service. **(Condition #5)**

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

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

f. **Storm water drainage** – Proposed storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #2)**

g. **School facilities** – The proposed subdivision is located within Elder Grove School for K through 8. Students will attend West High School for 9-12.

h. **Parks and recreation** – This proposed subdivision is required to provide parkland. The amount the applicant is required to provide is 1.86 acres. They are proposing to provide a .2-acre lot for parkland. This would be 8,712 square feet of public parkland. County Parks and County Public Works are not accepting this as parkland and are requiring a cash in lieu contribution for the entire 1.86-acre requirement. The County does not want such a small area for parkland. The applicant is to add language in the SIA under the heading VII. Parks/Open Space stating they will be providing a cash in lieu of parkland for the subdivision. **(Condition #6)**

i. **Postal Service** – The applicant will coordinate with the USPS to provide areas for Central Box Units for the subdivision and enough area for the postal delivery person to safely deliver the mail. **(Condition #7)**

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

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

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. **(Condition #8)**

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

4. Effects on wildlife and wildlife habitat

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

5. Effects on public health and safety

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

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

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

An environmental assessment was required for this subdivision. Because the current use of the land is for farming purposes the natural habitat has been disrupted long ago. There are no known endangered species on the land. Impact to habitat should be minimal. There were no other impacts identified on the land.

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

1. Yellowstone County - 2008 Growth Policy

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

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

There is existing residential development on the land north and south east of the proposed subdivision. With large lots residential development to the south and west.

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

This proposal is consistent with the type of development in the surrounding area.

- Goal: Controlled weed populations.

The developer shall complete a weed management plan and shall provide a re-vegetation plan as required by County Subdivision Regulations.

2. 2018 Billings Urban Area Long Range Transportation Plan

The subject property maintains the road study area of the Transportation Plan. As proposed, the internal streets are neighborhood streets associated with this subdivision.

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

This subdivision is within the BABTMP boundaries for trails. There is a long-term trail identified along South 64th Street West. They will not be required to build any trail as part of the development.

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

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

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

The subdivider must receive approval from the MDEQ prior to final approval. New parcels are subject to MDEQ review for water and septic systems.

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

The proposed subdivision is outside County Zoning Jurisdiction. There are no Yellowstone County zoning regulations on the subject property.

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

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

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

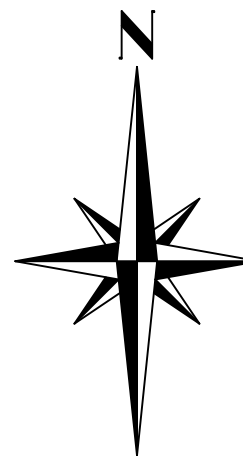
Legal and physical access will be provided for the subdivision from South 64th Street West. Access to individual lots will be from internal streets.

CONCLUSIONS OF FINDINGS OF FACT

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

RECOMMENDATION

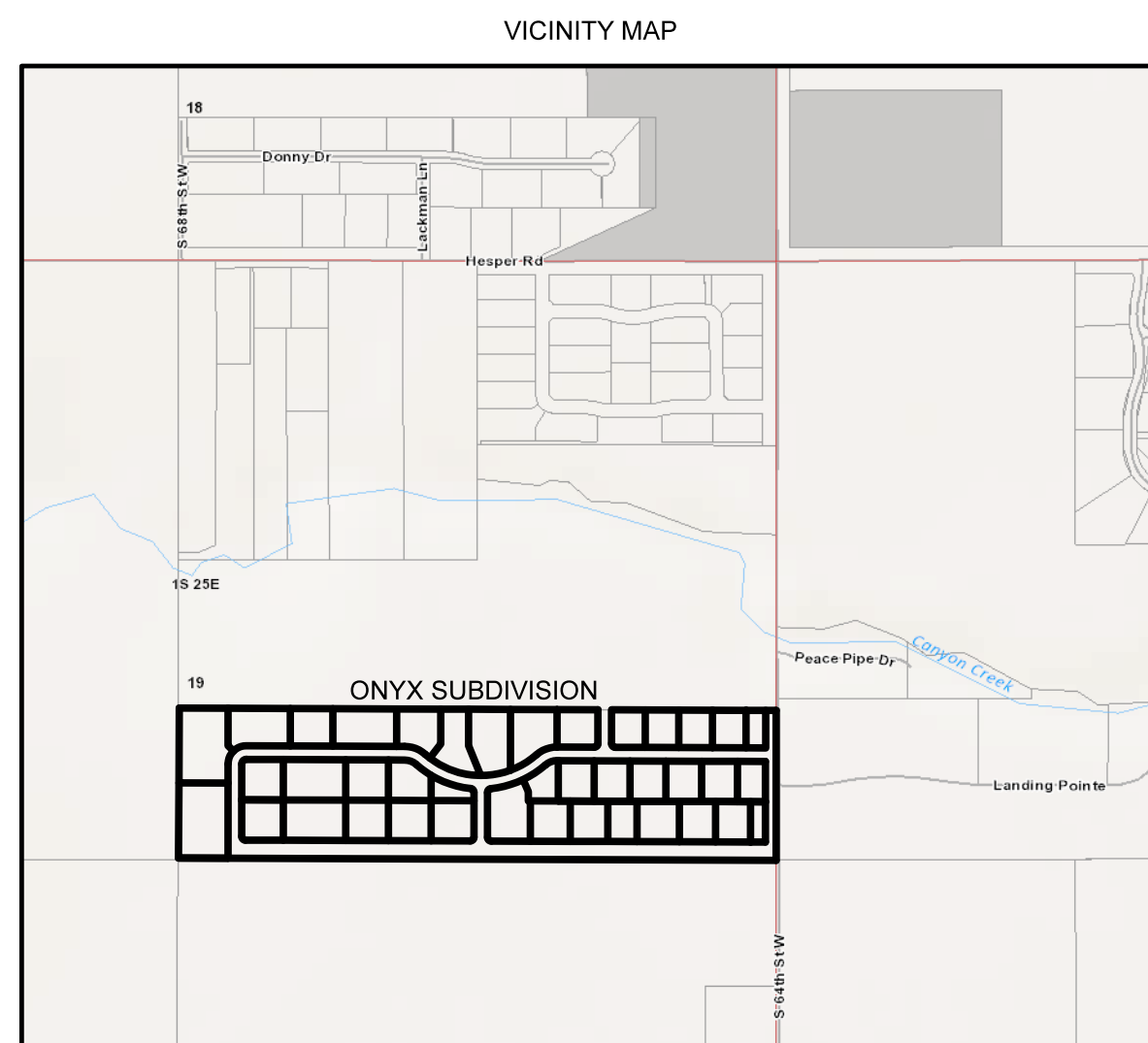
The Planning Board is forwarding to the Board of County Commissioners, the preliminary plat of Onyx Pointe Subdivision, recommending conditional approval and adopt the Findings of Fact as presented in the staff report.



SCALE 1"= 80'

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP VIA RED LODGE SURVEYING LLC AND UNDERSIGNED PLS
- FOUND YPC VIA SANDERSON STEWART
- ⊠ FOUND YPC VIA PINPOINT
- ⊙ FOUND ALUMINUM CAP VIA SANDERSON STEWART
- NO MONUMENT SET
- ⊙ FOUND PEDESTAL
- ⊙ POWERPOLE
- P — OVERHEAD POWER
- GAS — GAS LINE
- - - EDGE OF PAVEMENT



NOT TO SCALE

TRACT 2
C.O.S. 3753

CURVE TABLE				
NUM	DELTA	ARC	RADIUS	BEARING
C1	89°45'49"	25.07'	16.00'	S44°52'54"E
C2	90°14'11"	25.20'	16.00'	N45°07'05"E
C3	41°24'13"	106.23'	147.00'	S69°31'03"W
C4	20°06'25"	126.34'	360.00'	N58°52'13"E
C5	41°25'10"	99.04'	137.00'	S69°31'32"W
C6	20°42'09"	133.69'	370.00'	N59°10'06"E
C6A	5°59'05"	38.65'	370.00'	N68°31'36"E
C6B	14°43'04"	95.04'	370.00'	N58°10'34"E
C7	20°47'04"	134.22'	370.00'	N79°54'33"E
C8	37°17'18"	240.80'	370.00'	S71°03'11"E
C8A	6°48'50"	44.00'	370.00'	S55°48'56"E
C8B	30°28'29"	196.80'	370.00'	S74°27'36"E
C9	40°3'50"	26.24'	370.00'	S50°22'36"E
C10	41°25'09"	99.04'	137.00'	N69°03'17"W
C11	41°25'11"	77.35'	107.00'	S69°31'30"W
C12	41°25'10"	289.16'	400.00'	N69°31'31"E
C13	41°25'11"	289.16'	400.00'	S69°03'17"E
C14	41°25'11"	77.35'	107.00'	N69°03'20"W
C15	41°25'11"	55.66'	77.00'	S69°31'29"W
C16	15°43'55"	118.07'	430.00'	N56°40'57"E
C16A	15°03'55"	113.06'	430.00'	N56°20'58"E
C16B	0°40'00"	5.00'	430.00'	N64°12'30"E
C17	19°31'23"	146.52'	430.00'	N74°18'33"E
C17A	8°22'04"	62.80'	430.00'	N79°53'13"E
C17B	11°09'20"	83.72'	430.00'	N70°07'31"E
C18	95°33'40"	26.69'	16.00'	S42°39'57"W
C19	95°03'07"	26.54'	16.00'	N42°27'38"W
C20	148°42'04"	179.23'	70.00'	S74°40'31"E
C20A	6°28'45"	48.62'	430.00'	S62°27'44"E
C21	10°52'40"	81.64'	430.00'	S53°47'02"E
C22	41°25'09"	55.66'	77.00'	N69°03'17"W
C23	44°53'34"	62.68'	80.00'	S67°47'22"W
C23A	37°28'35"	52.33'	80.00'	S64°04'54"W
C23B	7°24'59"	10.36'	80.00'	S86°31'34"W
C24	45°20'34"	63.31'	80.00'	S22°40'17"W
C25	90°14'06"	78.74'	50.00'	S45°07'06"W
C26	90°14'06"	31.50'	20.00'	S45°07'12"W
C27	89°46'54"	25.07'	16.00'	S44°53'33"E
C28	89°46'55"	72.08'	46.00'	S44°53'29"E
C29	90°13'06"	25.19'	16.00'	N45°06'39"E
C30	89°46'54"	25.07'	16.00'	S44°53'26"E

PRELIMINARY PLAT OF

ONYX POINTE SUBDIVISION

LOCATED IN TRACT 3 OF CERTIFICATE OF SURVEY NO. 3753 LYING
IN THE NE1/4 OF SECTION 19, T.1S., R.25E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA

SURVEYED BY: RED LODGE SURVEYING LLC
PO BOX 986 | 606 S GRANT AVE
RED LODGE, MT 59068

DURING: MARCH OF 2022

LANDOWNERS: MYRON S. GROSS AND NANCY J. GROSS

CERTIFICATE OF DEDICATION AND LEGAL DESCRIPTION:

We, the undersigned landowners do hereby certify that we have caused to be surveyed, subdivided and platted into lots, as shown by the plat hereto annexed, a tract of land located in NE1/4 Section 19, T.1S., R.25E., Yellowstone County, Montana, the perimeter boundary of which is described as follows:

That part of the NE/4 Section 19, T.1S., R.25E., Yellowstone County, Montana, described as Tract 3 of Certificate of Survey No. 3753, recorded in the office of the clerk and recorder of Yellowstone County as document no. 3923939, containing 40.10 acres, more or less, and all according to the attached plat. Subject to easements and/or rights-of-way of record, apparent on the ground, and/or reserved per this survey.

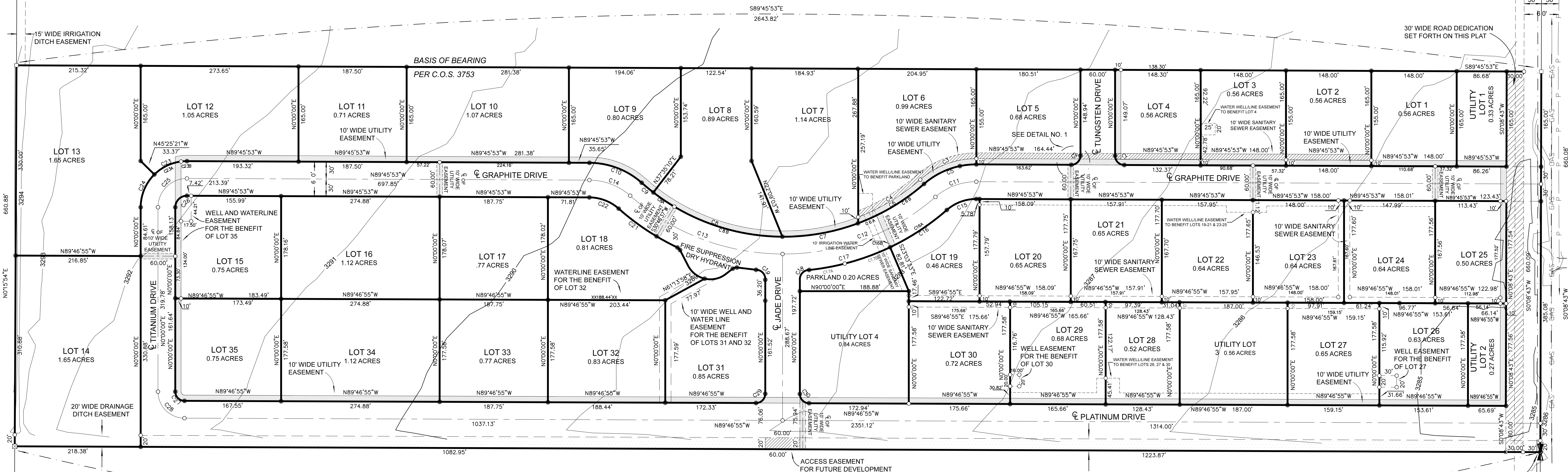
Legal and physical access is provided each lot per MCA 76-3-608(3)(d) and Section II.B.4.p.

The above described tract of land is to be known and designated as "ONYX POINTE SUBDIVISION". The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, television, water or sewer service to the public, the right to joint use of an easement for the construction, maintenance, repair and removal of their lines and other facility, in, over, under and across each area designated on this plat as "utility easement" to have and to hold forever. No land is being dedicated to the public.

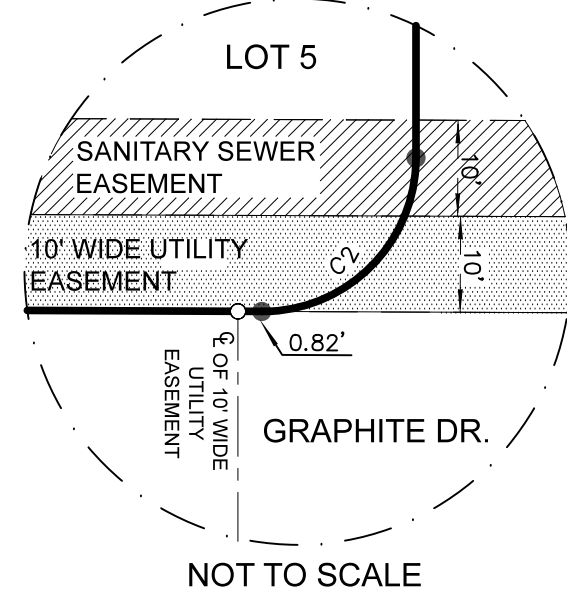
15' WIDE IRRIGATION
DITCH EASEMENT
PER C.O.S. 3753

CENTURYLINK PEDESTAL

PHONE PEDESTAL



DETAIL NO. 1



NOT TO SCALE

TRACT 1A
C.O.S. 3282

SUBDIVISION IMPROVEMENTS AGREEMENT
Onyx Pointe Subdivision
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Yellowstone County

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SUBDIVISION IMPROVEMENTS AGREEMENT

Onyx Pointe Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between *Myron and Nancy Gross*, whose address for the purpose of this agreement is **21 Old Mill Road, Park City, Montana 59063**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *Onyx Pointe Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

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

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

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

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

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

I. VARIANCES

No variances have been requested.

II. CONDITIONS THAT RUN WITH THE LAND

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

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

III. TRANSPORTATION

A. Streets

- The property has access to S 64th St. W. on the east side of the subdivision.
- S 64th St. W. is a paved County road approximately 23-feet wide.
- Internal access roads, Platinum Drive, Graphite Drive, Jade Drive, Titanium Drive, and Tungsten Drive, will be paved built to at least 24-feet in width with 2-foot gravel shoulders in 60-foot rights of way. Internal access roads will provide access to individual lots.
- An RSID will be established for the maintenance of the internal roads.
- Drainage ditches shall be constructed adjacent to the roadways in accordance to Yellowstone County Public Works and DEQ standards.

B. Sidewalks

- There are no existing sidewalks in the area and no sidewalks are proposed or required to be developed as part of this subdivision.

C. Street Lighting

- No street lighting is proposed or required to be developed as part of this subdivision.

D. Traffic Control Devices

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

E. Access

- Access to the subdivision will be from S 64th St. W. Internal roads will provide access to each lot. Tungsten Drive provides for future connectivity to the North; Jade Drive provides for future connectivity to the south via an easement for future development.

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

- The subdivision is within the BABTMP. There is a long-range bike lane identified on S. 64th St. W. This subdivision will not be responsible for building the bike lane.

G. Public Transit

- The area is not on a Billings MET Transit route.

IV. EMERGENCY SERVICES

- The subdivision is located within the Billings Urban Fire Service Area (BUFSA).
- A 30,000-gallon dry hydrant will be located within the subdivision off of Graphite Drive, west of Jade Drive. Drawings and specifications will be provided to the Billings Fire Department for review and approval. The tank will be tested and approved prior to final plat by the Billings Fire Department. The maintenance for the tank and dry hydrant will require the formation of an RSID for maintenance.

V. STORM DRAINAGE

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

VI. UTILITIES

A. Water

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

- The Subdivision shall be supplied by individual wells located either on the lot it serves or on another lot. Lots served by wells not located on the lot will have a pump/piping system to supply water.
- The water distribution system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.
- A MDEQ approval letter will be submitted with the final plat.

B. Sanitary Sewer

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

- The Subdivision will utilize community drainfields, located on Utility Lots 3 and 4. The utility lots will be dedicated to the public and a maintained through RSIDs specific to the lots using the drainfields.
- The system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.
- A MDEQ approval letter will be submitted with the final plat.

C. Power, Telephone, Gas, and Cable Television

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

VII. PARKS/OPEN SPACE

The required parkland dedication requirement will be met by a combination of land and cash-in-lieu. with a land dedication, as shown on the plat. 1.86 acres of parkland is required. Any land dedication will be maintained through an RSID. A parkland lot of .2 acres is located north of Utility Lot 4.

VIII. IRRIGATION

The property is not located within the boundary of an Irrigation District. No water shares will be transferred to the individual unit owners.

IX. WEED MANAGEMENT

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

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

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

County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

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

XI. PHASING OF IMPROVEMENTS

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

XII. FINANCIAL GUARANTEES

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

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

XIII. LEGAL PROVISIONS

A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.

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

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

“SUBDIVIDER”

Myron Gross

By: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be *Myron Gross* 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: _____

“SUBDIVIDER”

Nancy J. Gross

By: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in
and for the State of Montana, personally appeared _____,
known to me to be *Nancy J. Gross* 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 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:

Onyx Pointe Subdivision

Signed and dated this ____ day of _____, 20__.

"SUBDIVIDER"

Myron Gross

By: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be *Myron Gross*, 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.

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

Signed and dated this ____ day of _____, 20__.

“SUBDIVIDER”

Nancy J. Gross

By: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be *Nancy J. Gross*, 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.

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

B.O.C.C. Regular

1. b.

Meeting Date: 09/19/2023**SUBJECT:** Gresham Subdivision - County Major Preliminary Plat**THROUGH:** Hunter Kelly**FROM:** Hunter Kelly

TOPIC

Gresham Subdivision - County Major Preliminary Plat

INTRODUCTION

On July 3, 2023, WWC Engineering, agent for Heath Olson, applied for preliminary major plat approval of Gresham Subdivision. The subject property is generally located north of Hesper Road and east of South 64th Street West. This parcel of land is outside of zoning. There is residential development to the north and south, farmland to the east of the subject property and to the west, farmland and Elder Grove Middle School.

RECOMMENDATION

The Planning Board is forwarding to the Board of County Commissioners a recommendation to conditionally approve the preliminary plat of Gresham Subdivision and adopt the Findings of Fact as presented in the staff report.

VARIANCE REQUESTED

The applicant is not requesting a variance.

PROPOSED CONDITIONS OF APPROVAL

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

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
2. To protect public health and safety and provide for future road maintenance, prior to final plat approval, the applicant will create an RSID for the new public roads within the subdivision.
3. To protect public health and safety and the impact to local services, prior to final plat approval, the applicant may be required by Public Works to include mitigation measures based on the approved Traffic Impact Study. Required mitigation measures shall be adequately addressed in the Subdivision Improvement Agreement.
4. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will expand the existing RSID #810M created to maintain the 30,000-gallon dry hydrant system in Hesper Meadows Subdivision. This information is outlined in the SIA under the heading IV. Emergency Service.
5. To provide for the correct cash-in-lieu contribution for parkland, prior to final plat approval, the applicant will follow Section 10.6 Determining Cash Contributions for Parkland, for the correct amount to be paid to Yellowstone County parks department. The 0.246 acre parkland adjacent to Lots 4 & 5 of Block 6 will be extinguished and the area reallocated to adjacent residential lots prior to final plat approval, with the appropriate adjustments made to the cash-in-lieu contribution. The applicant will also create and RSID for parkland maintenance of any public parkland. *
6. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
7. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
8. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
9. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, regulations, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

*Following the discussion meeting with the Yellowstone County Board of County Commissioners on 9/11/23, condition number 5 was amended to include the statement regarding the extinguishment of the proposed 0.246 acres of parkland.

PROCEDURAL HISTORY

Pre-application meeting January 19, 2023
Preliminary plat application submitted to Planning Division on July 3, 2023
Departmental review meeting July 13, 2023
Preliminary plat resubmittal July 20, 2023
Planning Board plat review August 8, 2023
Planning Board public hearing August 22, 2023
Preliminary plat to Board of County Commissioners, September 19, 2023
60 working-day preliminary plat review period ends September 27, 2023

PLAT INFORMATION

General location: North of Hesper Road and east of South 64th Street West
Legal Description: Lot 2, Miller Farm Subdivision
Owner/Subdivider: Heath Olson
Engineer and Surveyor: WWC Engineering
Existing Zoning: Outside zoning
Existing land use: Farmland
Proposed land use: Residential
Gross and Net area: 39.166 acres 31.86 acres
Proposed number of lots: 40
Lot size: Max: 1.50 acres
Min.: 0.246 acres
Parkland requirements: 2.18 acres required / 0.80 acres provided, maintained by an RSID. The remaining 1.38 acres of required parkland dedication will be covered by a cash-in-lieu contribution.

PLANNING BOARD PUBLIC HEARING DISCUSSION

Planning Board Public Hearing August 22, 2023
Discussion

President Cook asked the Board members for any questions or discussion. Planner Hunter Kelly, clarified from last session, a Traffic Impact Study was received and included mitigation measures for traffic. Board member Woods asked about the park access and if permission would be required from the property to the west (Miller Subdivision) to access Eldergrove School. Planner Hunter Kelly affirmed permission would be needed

Public Hearing

President Cook opened the public hearing and asked if there is anyone present wishing to speak in favor or against Gresham Subdivision.

Greg Reid, WWC Engineering

Mr. Reid represents the applicant, Heath Olson. He clarified a bike pathway is planned for the Hesper Road right-of-way adjacent to the Gresham Subdivision and would be the responsibility of the developer. The pathway would fall one lot short of access to the school, essentially 300-feet wide. There is parkland dedicated in lot 6, however currently attempting to save it for a future storm water dedicated area. DEQ approval is required, however should it not be needed for storm water, there are two adjacent residential lots available. The Traffic Impact Study was turned in for comments, noted improvements on King & 64th, with recommendations for a 4-way all stop.

President Cook asked if any members of the public had questions. There were no questions.
President Cook closed the public hearing.

Board member Dennie Stephenson made a motion and Board member John Staley seconded the motion that the Planning Board recommend to BOCC that the preliminary plat of Gresham Subdivision be conditionally approved, and the Findings of Fact adopted as presented in the staff report. The Motion was passed with a unanimous vote.

BOCC Discussion Meeting September 11, 2023

Following the discussion meeting with the Yellowstone County Board of County Commissioners on 9/11/23, the Board has requested condition number 5 to be amended to extinguish the 0.246 acre parkland adjacent to Lots 4 & 5 of Block 6 and the area reallocated to adjacent residential lots prior to final plat approval, with the appropriate adjustments made to the cash-in-lieu contribution. The Board of County Commissioners found the size of the proposed parkland at that specific location was not sufficient to warrant public maintenance.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See attachment Findings of Fact

RECOMMENDATION

The Planning Board is forwarding to the Board of County Commissioners a recommendation to conditionally approve the preliminary plat of Gresham Subdivision and adopt the Findings of Fact as presented in the staff report.

Attachments

[Findings of Fact](#)

[Preliminary Plat](#)

[Draft Subdivision Improvement Agreement](#)

FINDINGS OF FACT

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

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

1. Effect on agriculture and agricultural water users' facilities

The subject property is currently farmland. There are no water rights or shares that will be available for the future property owners in this subdivision. Any surrounding ditches will be left in place with access to them for maintenance purposes. This proposed subdivision will have minimal impact on water users' facilities.

2. Effect on local services

a. **Water** – The applicant is proposing this subdivision will have individual wells for each lot. They will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the DEQ. The operation and maintenance of the well is the responsibility of the lot owner.

b. **Septic** - The applicant is proposing each lot will have its own septic system. They will be built in compliance with the requirements outlined in Section 4.8 of the Yellowstone County Subdivision Regulations and the DEQ. Each system will be maintained by the individual lot owner.

Both the proposed water and septic systems will be reviewed and approved by MDEQ with a copy of the approval provided with the final plat. **(Condition #1)**

All private utilities, power, telephone, gas and cable television will be installed in the 10-foot utility easement along the lot frontage shown on the plat.

c. **Streets and roads** – The streets within this subdivision: Miller Farm Road, Gresham Road, Anders Road, Arthur Road, and South 60th Street West, shall have a 60-foot-wide easement and be constructed to county paved road standards with a satisfactory subbase, base course, and asphalt surface. The roads within the subdivision shall be maintained by creation of an RSID.

The applicant has submitted a TIS to the Yellowstone County Public Works department for their review and comment. The County has provided initial comments to the applicant which will need to be addressed prior to final acceptance of the TIS and required mitigation measures will be identified prior to final plat approval. Any information in the

TIS that needs to be included in the SIA will be added to the final SIA for the subdivision. **(Condition #3)**

d. **Fire and Police services** – The property is within the BUFSA firefighting area, which is handled by the Billings Fire Department. Subdivision regulations require that major subdivisions have a 30,000-gallon dry hydrant system for the subdivision. There is a dry hydrant located in Hesper Meadows Subdivision across Hesper Road south of the proposed subdivision. This 30,000-gallon dry hydrant will provide the needed fire suppression for both subdivisions. Gresham Subdivision will expand the existing RSID #810M created to maintain the 30,000-gallon dry hydrant system in Hesper Meadows Subdivision. This information is outlined in the SIA under the heading IV. Emergency Service. **(Condition #4)**

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

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

f. **Storm water drainage** – The storm water drainage will be collected onsite using a combination of swales, culvers, and the natural slope of the land. Proposed storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #1)**

g. **School facilities** – The proposed subdivision is located within Elder Grove School District. Elder Grove School will provide educational services for students from K-8. Students will attend West High School for 9-12.

h. **Parks and recreation** – This proposed subdivision is required to provide parkland. The amount the applicant is required to provide is 2.18 acres, they are proposing to provide 0.80 acres. They will be creating an RSID for the maintenance of the parkland. The remaining 1.38 acres of required parkland dedication will be covered by a cash-in-lieu contribution. This information is outlined in the SIA under the heading VII. Parks/Open Space. **(Condition #5)**

i. **Postal Service** – The applicant will coordinate with the USPS to provide areas for Central Box Units for the subdivision and enough area for the postal delivery person to safely deliver the mail. **(Condition #6)**

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

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

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. **(Condition #7)**

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

4. Effects on wildlife and wildlife habitat

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

5. Effects on public health and safety

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

Fire and emergency services are provided for this proposed subdivision from BUFSA and the Yellowstone County Sheriff's department.

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

An environmental assessment was required for this subdivision. Because the current use of the land is for farming / grazing purposes the natural habitat has been disrupted long ago. There are no known endangered species on the land. Impact to habitat should be minimal. There were no other impacts identified on the land.

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

1. Yellowstone County - 2008 Growth Policy

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

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

There is existing residential development on the land north and south of the proposed subdivision.

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

This proposal is consistent with the type of development in the surrounding area.

- Goal: Controlled weed populations.

The developer shall complete a weed management plan and shall provide a re-vegetation plan as required by County Subdivision Regulations.

2. 2018 Billings Urban Area Long Range Transportation Plan

The subject property maintains the road study area of the Transportation Plan. As proposed, the internal streets are neighborhood streets associated with this subdivision.

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

This subdivision is within the BABTMP boundaries for trails. There is a long-term trail identified along Hesper Road. A 10-foot-wide paved pathway will be constructed adjacent to Hesper within the designed parkland area.

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

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

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

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

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

The proposed subdivision is outside County Zoning Jurisdiction. There are no Yellowstone County zoning regulations on the subject property.

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

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

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

Legal and physical access will be provided for the subdivision by Hesper Road.

CONCLUSIONS OF FINDINGS OF FACT

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

- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

The Planning Board recommends the Board of County Commissioners to conditionally approve the preliminary plat of Gresham Subdivision, and adopt the Findings of Fact as presented in the staff report.

Return to:
WWC Engineering
550 S. 24th St. W. Ste. 201
Billings, MT 59102

GRESHAM SUBDIVISION, 1st FILING
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(Yellowstone County)

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Gresham Subdivision, 1st Filing

This agreement is made and entered into this ____ day of _____, 20____, by and between *Bighorn Drywall and Construction, LLC*, whose address for the purpose of this agreement is **6114 Arthur Avenue, Billings, MT 59106**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of *Gresham Subdivision, 1st Filing*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20____, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Gresham Subdivision, 1st Filing*; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to *Gresham Subdivision, 1st Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

There are no variances being requested with this subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

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

- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in 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 and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

III. TRANSPORTATION

A. Streets

The streets within this subdivision Miller Farm Road, Gresham Road, Anders Road, Arthur Road, and South 60th Street West, shall have a 60-foot-wide easement and be constructed to county paved road standards with a satisfactory subbase, base course, and asphalt surface. The roads within the subdivision shall be maintained by creation of an RSID.

B. Traffic Control Devices

Street name and stop signs for streets within the subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the Yellowstone County Public Works Departments. A stop sign will be located at the intersections of the two subdivision roads that exit onto Hesper Road.

C. Access

Access to this subdivision shall be from Hesper Road which is a paved county dedicated road with 120-foot-wide right-of-way and shall be maintained by the county.

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

This subdivision is located within the area of the BABTMP. A 10-foot-wide paved pathway will be constructed adjacent to Hesper within the designed parkland area.

IV. EMERGENCY SERVICE

A 30,000-gallon water storage tank/dry hydrant was installed as part of Hesper Meadows Subdivision. The dry hydrant is located in a dry hydrant easement filed under Document No. 4042160. RSID #810M was created to maintain and service the dry hydrant. RSID #810M will be expanded to include this 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 MDEQ, or its designee.

Stormwater improvements for roadway construction shall be constructed as designed and permitted with Montana DEQ. Stormwater improvements for residential home construction will be completed when the home size and location on lot have been determined by a future lot owner.

VI. UTILITIES

A. Water

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

Individual wells will be permitted for the lots. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual wells will be facilitated by the individual lot owner.

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.

Individual septic systems will be permitted. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual systems will be facilitated by the individual lot owner.

C. Power, Telephone, Gas, and Cable Television

The private utilities shall be installed within the 10' utility easements that were dedicated on the plat for Gresham Subdivision per the request of the utility companies.

VII. PARKS/OPEN SPACE

The area of parkland dedication required for this subdivision is 2.18 acres. A total of 0.80-acre park is planned to be dedicated. A 10-foot-wide paved pathway adjacent to Hesper will also be completed. The remaining parkland will be finished graded and seeded with native prairie grass mixture. An RSID will be created for the maintenance of the parkland. The remaining balance, 1.38 acre of required parkland dedication, will be addressed by a cash-in-lieu contribution.

VIII. IRRIGATION

There are no irrigation systems located within this subdivision.

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 for this subdivision.

XI. 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 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.

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”

Bighorn Drywall and Construction, LLC

By: _____
Heath Olson, managing member

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 Heath Olson, known to me to be the managing member of *Bighorn Drywall and Construction, LLC*, who executed the foregoing instrument and acknowledged to me that they executed the same.

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

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: _____

Waiver of Right to Protest

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

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

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

Gresham Subdivision, 1st Filing

Signed and dated this _____ day of _____, 20____.

Bighorn Drywall and Construction, LLC

By: _____
Heath Olson, managing member

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 Heath Olson, known to me to be the managing member of *Bighorn Drywall and Construction, LLC*, who executed the foregoing 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: _____
Residing in Billings, Montana
My commission expires:

B.O.C.C. Regular

1. c.

Meeting Date: 09/19/2023**SUBJECT:** Olive Grove Subdivision - Preliminary minor plat**THROUGH:** Monica Plecker**FROM:** Dave Green

TOPIC

Olive Grove Subdivision - Preliminary Minor Plat

INTRODUCTION

On August 15, 2023, North Star Land Services, agent for Darrell and Betty Aldinger, applied for preliminary minor plat approval of Olive Grove Subdivision. The subject property is generally located on the west side of 64th Street West and north of Central Avenue. This parcel of land is outside of zoning. The land is currently dryland grass and shrub land.

RECOMMENDATION

Staff recommends to the Board of County Commissioners conditional approval for the preliminary plat of Olive Grove Subdivision and adopt the Findings of Fact as presented in the staff report and approve the variance request.

VARIANCE REQUESTED

A variance has been requested from the County Subdivision Regulations; Section 4.14.C. 2, Major, Commercial, and Subsequent Minor Subdivision. The subdivider shall provide a minimum of one of the following mechanisms for fire suppression. An approved, single, minimum ten thousand (10,000) gallon underground water storage tank for fire suppression.

The specifics of the request are found in Attachment A of this staff report. If approved, the variance would allow a nearby 30,000 gallon tank to act as the water supply for fire suppression.

PROPOSED CONDITIONS OF APPROVAL

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
2. To protect public health and safety, and provide a turning area for emergency vehicles, prior to final plat approval, the applicant will provide a temporary cul-de-sac at the end of the paved section of Olive Branch Way.
3. To provide a maintenance mechanism for public roads and to protect public health and safety, prior to final plat approval, the applicant will create an RSID for the future maintenance of the portion of the public road, Olive Branch Way, that fronts this proposed subdivision.
4. To protect public health and safety, prior to final plat approval, the applicant will petition the County to include this subdivision in the RSID for the dry hydrant system in Fire Rock Subdivision.
5. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
6. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
7. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
8. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting January 26, 2023

- Check print submitted to Planning Division July 20, 2023
- Preliminary plat application submitted to Planning Division on August 15, 2023
- Departmental comments due August 31, 2023
- Preliminary plat to Board of County Commissioners, September 19, 2023
- 35 working-day preliminary plat review period ends October 4, 2023

PLAT INFORMATION

General location: West side of 64th Street West and north of Central Avenue

Legal Description: Tract 3 of Certificate of Survey 175

Owner/Subdivider: Darrell Aldinger, Betty Aldinger and Kevin Kurt

Surveyor/Engineer: North Star Land Services

Existing Zoning: Outside zoning

Proposed Zoning: Outside zoning

Existing Land Use: Vacant native grassland

Proposed Land Use: Residential

Gross area: 19.971 acres

Net area: 19.971 acres

Proposed number of lots: 4

Max.: 4.997 acres

Min.: 4.989 acres

Parkland requirements: Parkland dedication is not required as this is a minor subdivision.

PLANNING BOARD PUBLIC HEARING DISCUSSION

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

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See attachment Findings of Fact.

CONCLUSIONS OF FINDINGS OF FACT

See attachment Findings of Fact.

RECOMMENDATION

Staff recommends to the Board of County Commissioners conditional approval for the preliminary plat of Olive Grove Subdivision and adopt the Findings of Fact as presented in the staff report and approve the variance request.

Attachments

Findings of Fact

Proposed Plat

SIA Draft

Attachment A Variance

FINDINGS OF FACT

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

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

1. Effect on agriculture and agricultural water users' facilities

The subject property is not used for farming purposes. Any existing ditches that are not used by downstream by others will be eliminated. The developer will retain all water rights. There will be no effect on water user facilities with this subdivision.

2. Effect on local services

a. **Water** – The proposed subdivision is not located within any public water district. Each lot will use a cistern for domestic water use. Water systems will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)** The operation and maintenance of the water system will be the responsibility of individual lot owners.

b. **Septic** - The proposed subdivision is not located within any public sewer district. The applicant is proposing to have each future property owner install individual septic systems. Septic systems will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)** The operation and maintenance of the septic system will be the responsibility of the individual lot owner.

All private utilities, power, telephone, gas and cable television will be installed in the public right of way or easements identified on the plat.

c. **Streets and roads** – Roads within the subdivision will be built in 60-foot-wide right of way with a 24-foot paved surface and 2-foot-wide shoulders on each side. Drainage ditches will be installed along the sides as required by MDEQ for stormwater management. **(Condition #1)** There will be a temporary gravel turn around at the paved end of the road. **(Condition #2)** This road continues past the proposed subdivision. It is currently a private road that serves one house that is past the proposed subdivision. The section of the road, Olive Branch Way, within this subdivision will be a public road within a 60 foot wide easement. The applicant will be required to create an RSID for maintenance of road within the subdivision. **(Condition #3)**

d. **Fire and Police services** – The property is within the BUFSA boundary. This subdivision will be provided fire service from the Billings Fire Department. With a minor

subdivision a 10,000-gallon dry hydrant is required to be installed. If there is an existing dry hydrant system within a ½ mile driving distance from the farthest point in the proposed subdivision, they would not be required to install a tank. The applicant is asking for a variance from this requirement. There is a 30,000-gallon dry hydrant system located just over ½ road mile from this subdivision in Fire Rock Subdivision. The five criteria for a variance are discussed further in the attachment Variance request. **(Condition #4)**

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

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

f. **Storm water drainage** – The storm water drainage will be collected onsite using a combination of swales and the natural slope of the land. Proposed storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #1)**

g. **School facilities** – The proposed subdivision is located within School District #2. Elementary school is Meadowlark, middle school is Ben Steele and high school will be West. At the time of the writing of these findings there was no response from School District #2 regarding capacity.

h. **Parks and recreation** – This proposed subdivision is not required to provide parkland as it is a minor subdivision.

i. **Postal Service** – The applicant will be required to coordinate with the USPS to ensure they are providing a safe location for the postal worker to deliver the mail and the residents to retrieve it. **(Condition #5)**

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

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

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. Any subdivision that has an existing Weed Management Plan are required to get an updated Weed Management Plan. That plan will be submitted with final plat approval. **(Condition #6)**

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

4. Effects on wildlife and wildlife habitat

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

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior home construction on each lot to ensure public health and safety.

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

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

A summary of impacts was required for this subdivision pursuant Section 9.2 C of the County Subdivision Regulations. The impacts to the environment which include, agricultural, water user facilities, natural environment wildlife and habitat, will be minimal. The land is not used for agricultural purposes, it is grassland and shrubs. With the large lots proposed the impacts to the natural environment should be minimal. There are no known endangered species on the land.

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

1. Yellowstone County - 2008 Growth Policy

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

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

The subdivision is consistent with the type of residential development in the surrounding area.

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

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

2. 2018 Billings Urban Area Long Range Transportation Plan

The subject property maintains the road study area of the Transportation Plan. As proposed, the internal streets are neighborhood streets associated with this subdivision.

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

This subdivision is within the BABTMP boundaries for trails. There is a proposed long-range bike lane along 64th Street West. They will not be required to build any trail as part of the development.

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

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

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

The subdivision must receive approval from the MDEQ prior to any home construction on each lot. New parcels, without existing septic systems, are subject to MDEQ review.

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

The proposed subdivision is outside County Zoning Jurisdiction. There are no Yellowstone County zoning regulations on the subject property.

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

The applicant will coordinate with private utility companies to provide the required easements.

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

Legal and physical access will be provided for 64th Street West and the subdivision street Olive Branch Way. The internal street will provide access to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

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

RECOMMENDATION

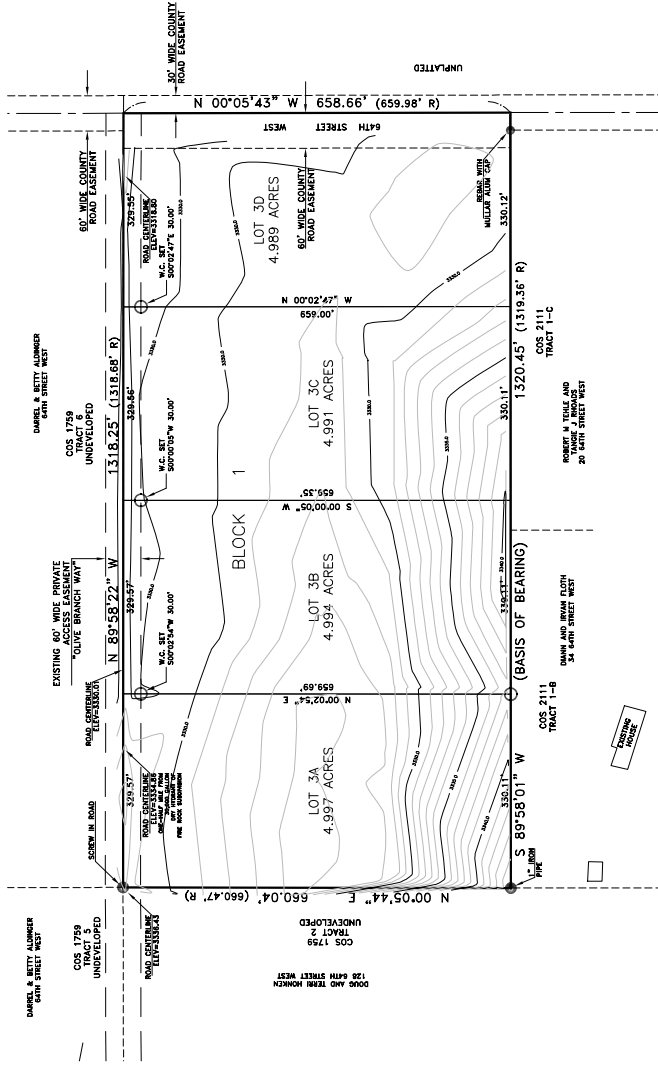
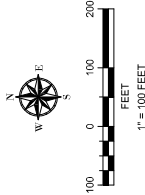
Staff recommends to the Board of County Commissioners conditional approval for the preliminary plat of Olive Grove Subdivision and adopt the Findings of Fact as presented in the staff report.

PRELIMINARY PLAT OF
OLIVE GROVE MINOR SUBDIVISION
Being Tract 3 of Certificate of Survey 1759
Located in the SE 1/4 of Section 6, T 1 S, R 25 E, PMM,
Yellowstone County, Montana

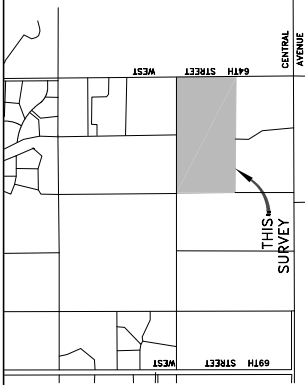
○ = Set 5/8" rebar with "PC" Kelly"
● = Fnd. points as noted

For: Darrell D. Aldinger and Betty S. Aldinger
By: North Star Land Services, PC. March, 2023

Basis of Bearing: South line of Lot 3, COS# 1759



VICINITY MAP
NOT TO SCALE



LEGAL DESCRIPTION AND CERTIFICATION OF EXEMPTIONS

Being Tract 3, 4 and 5 of Certificate of Survey No. 1759 on file and of record in the office of the Yellowstone County Clerk and Recorder, recorded March 17th, 1978 under Document No. 1082612.

This survey is exempt from review as a subdivision under 76-3-207(1)(a) MCA divisions made outside of a planned subdivisions for the purpose of relocating common boundary lines between adjoining properties.

Tracts 5A and 6A are exempt from review from the Montana Department of Environmental Quality under 76-4-102(2) MCA as the tracts of land are larger than .20 acres in size and does not meet the definition of a subdivision.

Tract 3A is exempt from review under ARM 17.36.605(2)(a) a parcel that has no facilities for water supply, wastewater disposal, storm drainage, or solid waste, if no facilities will be constructed on the parcel. Sanitary restriction imposed on Tracts 3A".

By: Darrell D. Aldinger (sign) Betty S. Aldinger (sign)

STATE OF _____)
County of _____)

This record was acknowledged before me on this _____ day of _____, 20____ by Darrell D. Aldinger and Betty S. Aldinger.

(seal)
(Signature of natural officer)

Title of officer (if not shown on stamp)

By: Kevin F. Kurth (sign)

STATE OF MONTANA)
County of Yellowstone)

This record was acknowledged before me on this _____ day of _____, 20____ by Kevin F. Kurth.

(seal)
(Signature of natural officer)

Title of officer (if not shown on stamp)

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
County of Yellowstone)

Thomas G. Kelly, a Registered Land Surveyor in the State of Montana, do hereby certify that I have performed the survey shown on this Plat Certificate of Survey and that the same is a true and correct representation of the land and interests complete as shown and the monuments found and set of the character and occupy the positions shown thereon.

Dated this _____ day of _____, 20____.

Thomas G. Kelly, PLS. 112891.S

CERTIFICATION OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b) MCA, or 76-3-207(3) MCA, that the land described below and encompassed by this survey have been paid.

Yellowstone County Treasurer _____ Date _____

CLERK AND RECORDERS FILING INFORMATION

COUNTY ATTORNEY'S STATEMENT

This document has been reviewed by the County Attorney's Office and is acceptable as to form.

Dated this _____ day of _____, 20____

Reviewed by _____ County Attorney

DEPARTMENT OF ENVIRONMENTAL QUALITY

This plat has been approved for recording by the RiverStone Health Department.

Health Officer or Authorized Representative _____ Date _____

SUBDIVISION IMPROVEMENTS AGREEMENT

FOR

OLIVE GROVE SUBDIVISION

**PROPOSED SUBDIVISION IS LOCATED IN THE SE ¼ OF SECTION 6,
T1S, R25E, PMM, YELLOWSTONE COUNTY, MONTANA.**

PREPARED BY:

**NORTH STAR LAND SERVICES, P.C.
33 CENTENNIAL ROAD, COLUMBUS, MONTANA 59019**

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SUBDIVISION IMPROVEMENTS AGREEMENT

Olive Grove Subdivision

This agreement is made and entered in to this _____ day of _____, 20____, by and between **Darrell D. Aldinger and Betty S. Aldinger** whose address for the purpose of this agreement is **1929 Wyndam Park Drive, Billings, Montana 59102** and also **Kevin F. Kurth**, whose address for the purpose of this agreement is Box 23604, Billings, Montana 59104, hereinafter referred to as “Subdivider,” and **Yellowstone County, Montana**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of Olive Grove Subdivision located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on _____ day of _____ 20____, the Board of County Commissioners conditionally approved a preliminary plat of Olive Grove Subdivision; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to Olive Grove 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 Subdivisions 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 the 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 Commissioner from the strict interpretation of the County's Subdivision Regulations. No variances are 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 construction on the lots, which may require a geotechnical survey prior to construction.

C. No water rights shall be transferred to the lot owners. Irrigation ditches that exist in the area of the lots 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 development 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. Olive Grove Subdivision is located outside of the 100-year floodplain.

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 relocation outside of the public right-of-way shall be subject to securing and recording easements.

H. Future maintenance of all (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

I. Lot owners should be aware that there is a potential for high ground water levels in the area during times of flood irrigation in the vicinity, which may pose limitations on foundations and basements.

J. The Lots 1 and 2 will used for commercial development, Lots 3,4 and 5 will be residential. All buildings will be located at least ten (10) feet from adjoining public rights-of-way and from any public or private access, and 10 feet from any perimeter property lines.

III. TRANSPORTATION

A. Streets

All rights-of-way shall be 60 feet in width.

All interior roads shall be constructed with 12 inches of 3-minus base course, 3 inches of 1.5 inches minus crushed base course top course, 3 inches of asphalt pavement and constructed to adequately support a 40-ton vehicle. Finish surface of gravel base shall be 28 feet in width for an asphalt width of 24 feet. No curb or gutter shall be constructed.

Roads will have drainage swales on both sides of the road to store storm water runoff from the public roadways. Driveway culverts are proposed. Drainage swales in between drive approaches shall not be altered by the Subdivider or subsequent owners. The buy/sell agreements on all parcels of land shall include a statement that drainage swales may not be altered.

The existing approach off 64th Street West will be replaced by a permanent approach built to County Public Works Standards.

B. Traffic Control Devices

A stop sign will be erected at the intersection of 64th Street West and Olive Branch Way.

Street name signs will be erected at the intersection of 64th Street West and Olive Branch Way.

No interior stop signs or yield signs are proposed as the traffic volume will be quite low. No speed bumps or valley gutters are proposed. No speed limit signs are proposed.

C. Access

Location of existing accesses and proposed accesses are shown on the plat.

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

Olive Grove Subdivision, is within the (BABTMP). There is a bike trail identified on 64th Street West. This subdivision will not be required to install any trail system.

IV. EMERGENCY SERVICES

A. BUFSA will provide fire suppression and emergency services.

B. A 30,000-gallon water storage/dry hydrant fixture is located on Block 1, Lot 7 of Fire Rock Subdivision and will service this subdivision.

C. Urban Wildland Interface Code requirements are not required as the subdivision is not located in a highly wooded area.

V. STORM DRAINAGE

A. Storm water from the public R.O.W. will be stored in the roadside swales. Individual lots will be required to provide their own storm water retention per approved plans by the Montana Department of Environmental Quality.

B. Existing drainage swales are also located along the existing road, Olive Branch Way, no improvements to the existing system are planned.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee. Water supply will be provided by offsite domestic water supply companies and stored on each lot in cisterns. Maintenance of the cisterns will be the responsibility of the individual lot owner.

B. Sanitary Sewer

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all sanitary sewer systems must obtain approval by the MDEQ, or its designee. Each lot will have individual Sewer systems installed. Maintenance of the sewer system will be the responsibility of the individual lot owner.

C. Power, Telephone, Gas and Cable Television

All utilities presently exist within Olive Grove Subdivision and will be extended to provide service to each.

VII. PARKS/OPEN SPACE

There is no parkland requirement for Olive Grove Subdivision, as this is a minor subdivision.

VIII. IRRIGATION

The owner will retain all water rights for Olive Grove Subdivision. No water rights will be transferred to the new lot owners. Existing ditches will be eliminated.

VIII. 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 the approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious s weeds being addressed and the plan for the control of those weeds. All associated cost for the 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

No geotechnical study was completed for this subdivision. Such a study will be the responsibility of future owners if they choose.

XI. PHASING OF IMPROVEMENTS

There will be no phasing of improvements.

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 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 post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

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.

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

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.

“SUBDIVIDER”

My commission expires:_____

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

“SUBDIVIDER”

By: _____
Kevin F. Kurth

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 Kevin F. Kurth known to me to be the persons who executed the forgoing instrument and acknowledges to me that they 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____.

STATE OF MONTANA)
) ss
County of Yellowstone)

_____,
_____,
_____ and
_____ known to me to be the County Commissioners
and the 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 the Yellowstone County, Montana.

10

Printed name:_____

Residing at:_____

My commission expires:_____

Attachment A

Staff Analysis and Recommendation

County Planning, County Public Works, County Legal staff and Laurel Fire Department have reviewed the request for a variance from Yellowstone County Subdivision Regulations Section 4.14.C. 2, Major, Commercial, and Subsequent Minor Subdivision. The subdivider shall provide a minimum of one of the following mechanisms for fire suppression. An approved, single, minimum ten thousand (10,000) gallon underground water storage tank for fire suppression.

The variance request is for this subdivision to use a 30,000-gallon dry hydrant system in the Fire Rock Subdivision to the north.

Billings Fire Department has stated they are supportive of the variance. The dry hydrant in the Fire Rock Subdivision to the north is just over ½ road mile from the farthest point in the proposed Olive Grove Subdivision.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

The granting of this variance would allow the use of a 30,000-gallon tank that is in the near vicinity to the north. The Billings Fire Department is supportive of the proposed variance and feels that it will not be detrimental to the public health, safety, or general welfare.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

There are no surrounding physical conditions that would result in an undue hardship to the developer.

3. The variance will not result in an increase in taxpayer burden.

The variance will not increase taxpayer burden.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy.

Approval of this variance will not place this subdivision in nonconformance of adopted zoning regulations or the growth policy. This subdivision is outside of the Yellowstone County Zoned area.

5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.

The alternate option for the required 10,000-gallon dry hydrant system is the use of a 30,000-gallon dry hydrant system in the Fire Rock Subdivision to the north. The tank in Fire Rock subdivision is a functioning tank and the Billings Fire Department inspects it on a rotating basis to ensure it is functional.

Therefore, staff is recommending approval of the proposed variance and recommends that the Planning Board recommend approval to the Board of County Commissioners.

Applicant Variance Request

The Request for Variance

Requesting a variance from Yellowstone County Subdivision Regulations, Section 4.14 "Fire Protection Requirements", B. Minor Subdivisions, 2. An approved, single, minimum ten (10,000) gallon underground water storage tank with approved dry hydrant type fittings located not more than one-half (1/2) road mile from the furthest structure in the subdivision. If an approved existing underground water storage tank is located within the one-half (1/2) road mile from the furthest structure of the proposed subdivision, it may be used to meet this requirement.

Olive Grove Minor Subdivision, Lots 3B,3C and 3D all fall within the one-half (1/2) road mile from an existing 30,000-gallon dry hydrant which has been approved by the Fire Department.

The request for the variance is for Lot 3A. The distance from the one-half (1/2) mile surveyed point from the 30,000-gallon dry hydrant is 191.83 feet to the proposed structure site.

1. The granting of the variance will not to be detrimental to the public health, safety, or general public welfare or injurious to other adjoining properties.

The location of the residential structure site, being only 191.83 feet from the one-half (1/2) road location will not compromise the public health, safety, or general welfare or injurious to other adjoining properties. The extra travel time to cover the additional 191.83 feet for fire equipment to be on site, would non-significant.

2. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulations was enforced.

The physical conditions of the property do not result in an undue hardship but enhances the request for the variance as the level ground conditions supports the argument that the fire equipment will not be hindered in reaching the residential in a very short period of time.

3. The variance will not result in an increase in taxpayer burden.

No increase in taxpayer expenses will occur if the variance request is granted.

4. The variance will not on any manner place the subdivision in nonconformance with any adopted zoning regulations.

There is no zoning on this parcel of land.

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

The selected building site on Lot 3A can easily be served by the fire department equipment because of a flat topography, an asphalt road surface to the lot and being only 191.83 feet from the one-half (1/2) road mile requirement shows that the request for this variance will meet the objectives of the improvements for fire safety in Olive Grove Minor Subdivision.

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Resolution of Intent to Adopt No Parking Area on a Portion of Iroquois Trail

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 23-98 of Intent to Adopt No Parking Area on a Portion of Iroquois Trail and Setting the Public Hearing for Tuesday October 10, 2023 @ 9:30 a.m. in Room 3108

BACKGROUND:

Resolution of intent to set the public hearing.

RECOMMENDED ACTION:

Approve or deny.

Attachments

No Parking Map

No Parking Resolution of Intent

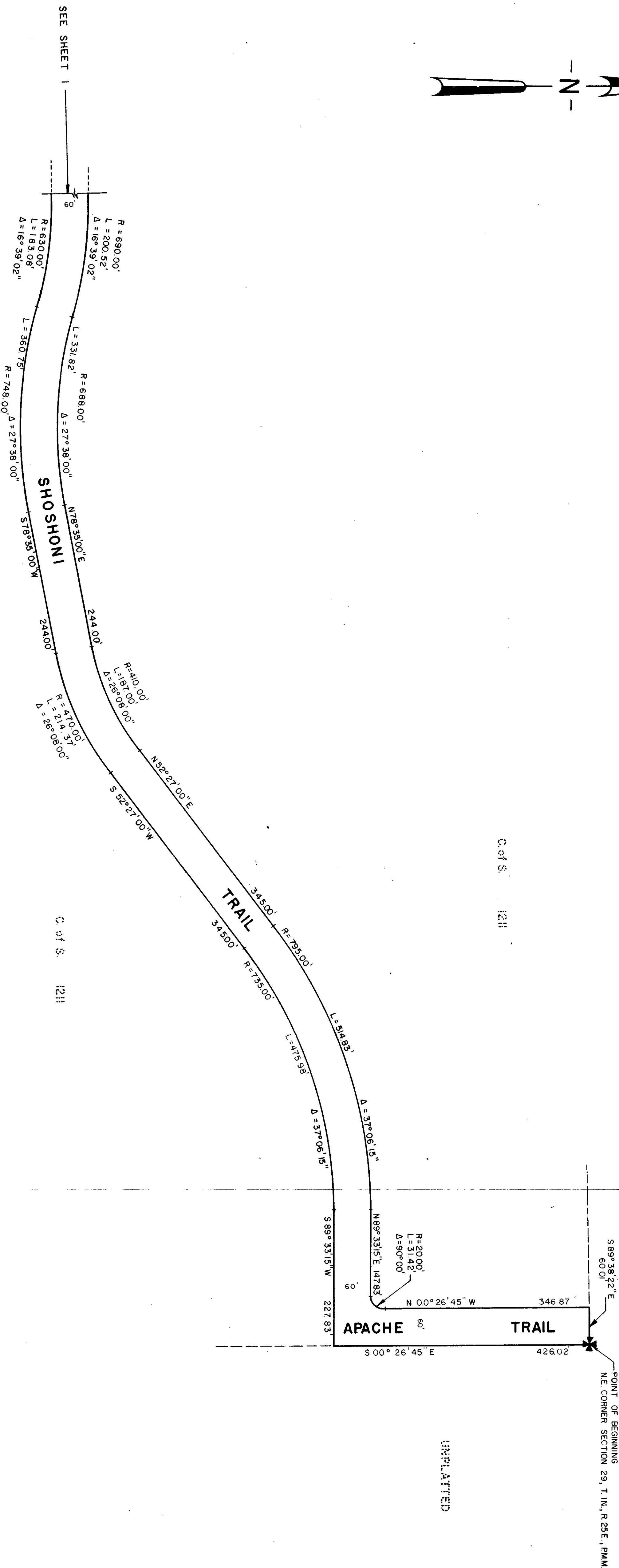
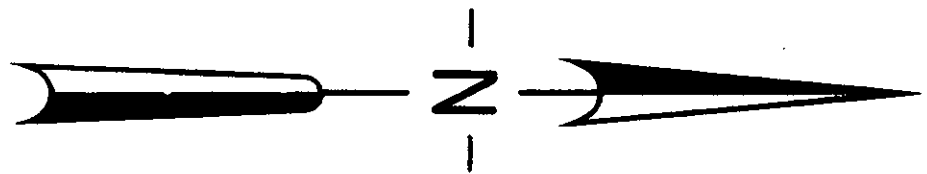
INDIAN CLIFFS

SUBDIVISION FIRST FILING

SITUATED IN THE N1/2 OF SECTION 29, T.1N., R.25E., P.M.M.
YELLOWSTONE COUNTY, MONTANA

Plat & Survey by Mueller Engineering, Inc. Dec. 1971

SCALE: 1" = 100'



YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23-98

Resolution of Intent to Adopt No Parking Area on a Portion of Iroquois Trail

WHEREAS, pursuant to Sections 7-14-2101(1)(a)(i), 7-14-2102 and 7-14-2103(1) of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 61-8-355(4) of the Montana Code Annotated, a board of county commissioners has the authority to create no parking areas along a county road.

WHEREAS, Indian Cliffs Subdivision 1st and 2nd Filing are subdivisions in Yellowstone County. The developer dedicated the roads in the Subdivisions to the public. The County manages the roads on behalf of the public. The developer placed private covenants and restrictions on the Subdivisions. One of the covenants and restrictions prohibits parking along the roads in the Subdivisions. Yellowstone County does not enforce private covenants and restrictions. The County cannot prohibit parking along the roads in the Subdivisions based on the covenants and restrictions. The County can prohibit parking along the roads in the Subdivisions based on a resolution. Dave Marble, a representative of the Indian Cliffs Subdivision's advisory board and resident, requested the County enact a resolution to prohibit parking from the intersection of Iroquois Trail and Cherokee Trail going north approximately 400 feet on Iroquois Trail to the road closed sign on Iroquois Trail in the Subdivision. The advisory board's request appears reasonable.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to create a no parking area along a portion of Iroquois Trail in Indian Cliffs Subdivision 1st Filing. Attached is a copy of the Plat of the Subdivisions that indicates the affected roads.

On October 10, 2023, the Board shall hold a public hearing on the proposed no parking area. At the hearing, the Board will receive comments on the no parking area. The Board orders the Yellowstone County Clerk and Recorder to make the maps of the no parking area available to the public, provide notice of the public hearing, receive written comments and provide the comments to the Board before the hearing. After the hearing, if the Board believes it is in the best interest of the public to adopt the no parking area, it will pass a resolution to adopt the no parking area. Conversely, if the Board believes it is not in the best interest of the public to adopt the no parking area, it will pass a resolution not to adopt the no parking area.

Passed and Adopted on the 19th day of September 2023.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Chronology

Discussion – August 24, 2023

Agenda – September 12, 2023

Resolution of Intent – September 19, 2023

Publication of Notice – September 22, 2023 & September 29, 2023

Public Hearing / Resolution – October 12, 2023

Documents

Plat of Indian Cliffs Subdivision 1st Filing

Resolution of Intent - Attorney

Minutes of Meeting – Clerk and Recorder

Recording of Meeting – Clerk and Recorder

Notice of Public Hearing - Attorney

Affidavit of Notice of Public Hearing - Attorney

Comments - Public

Resolution - Attorney

Minutes of Hearing/Meeting – Clerk and Recorder

Recording of Hearing/Meeting – Clerk and Recorder

Comments – Public

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Johnson Lane Materials Covenant

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Release of an Agricultural Covenant for Lots 2B, 2C, 2D, and 2E, of Amended Plat of Lot 2, Johnson Lane Materials Subdivision

BACKGROUND:

Said lots have gone through subdivision review.

RECOMMENDED ACTION:

Execute.

Attachments

Johnson Lane Ag

Return to:
4040 Parkhill Drive
Billings, MT 59106

TERMINATION AND REVOCATION OF
DECLARATION OF AGRICULTURAL CONVENANT

THIS AGREEMENT is made and entered into by and between Lockwood Industrial Development, LLC, as owners of the herein described real property and YELLOWSTONE COUNTY, Montana, as the governing body.

WHEREAS, Tract 2 of Certificate of Survey No. 2796, situated in the NE1/4 of Section 18, T1N, R27E, PMM, Yellowstone County, Montana, was subject to a Declaration of Agricultural Covenant recorded under document No. 1725523, records of Yellowstone County Montana; and,

WHEREAS, said tract was surveyed and platted at Johnson Lane Materials Subdivision which complied with all requirements, rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana; and,

WHEREAS, the Plat of Johnson Lane Materials Subdivision was filed under Document No. 3390968, records of Yellowstone County Montana; and,

WHEREAS, Johnson Lane Materials Subdivision consists of 9 lots and the owners of Lots 2B, 2C, 2D and 2E of Amended Plat of Lot 2 Johnson Lane Material Subdivision, Yellowstone County, Montana, desire to lift the agricultural covenant on said lots;

THEREFOR, the parties to this agreement do hereby agree that the provisions of the Declaration of Agricultural Covenant imposed upon Lots 2B, 2C, 2D and 2E of Amended Plat of Lot 2, Johnson Lane Materials Subdivision, are hereby terminated and revoked.

Lockwood Industrial Development, LLC

RK Development LLC, Member

Randall D Swenson

Randall D Swenson

Its: Member

D&J Management, Inc., President

D & J Lockwood, LLC Manager

Dan Wells

Dan Wells

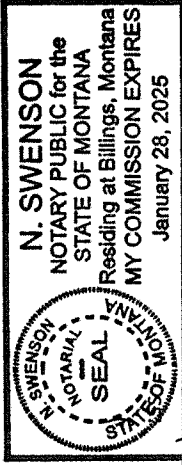
Its: Member

STATE OF MONTANA)

:SS

County of Yellowstone)

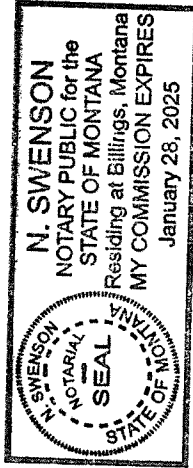
This instrument was acknowledged before me on September 11, 2023 by Randall D Swenson, Member of RK Development LLC, Member of Lockwood Industrial Development, LLC.



STATE OF MONTANA

County of Yellowstone)

This instrument was acknowledged before me on September 11, 2023 by Dan Wells, President of D&J Management, Inc., Manager of D & J Lockwood, LLC, Member of Lockwood Industrial Development, LLC.



N. Swenson

Notary Signature

N. Swenson

Notary Signature

[Type here]

COUNTY OF YELLOWSTONE
BOARD OF COMMISSIONERS

BY: _____

BY: _____

BY: _____

Attest: _____

STATE OF MONTANA)

:ss

County of Yellowstone)

This instrument was acknowledged before me on _____, 2023 by

_____,
_____ known to me to be the representatives of the Yellowstone
County Board of Commissioners and Jeff Martin, Yellowstone County Clerk and Recorder.

Notary Signature

B.O.C.C. Regular

2. a.

Meeting Date: 09/19/2023

Title: Board Resignation Thank You Letter

Submitted By: Erika Guy

TOPIC:

Board Resignation Thank You Letter - Richard Klose Sr., Cheryle Fisher & Robert Wolske

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and Mail

Attachments

Richard Klose
Bob Wolske
Cheryle Fisher

Yellowstone County



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

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

September 19, 2023

Mr. Richard Klose Sr.
511 Cottonwood Ave.
Laurel, MT 59044

Dear Mr. Klose,

The Board of County Commissioners would like to extend our sincere appreciation for your service on the Adult Resource Alliance Board. Your time and dedication to the board over the last 9 years has been invaluable.

Once again, thank you for your service to our community and we wish you the best.

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. Mike Larson, Po Box 20895, Billings, MT 59104

Yellowstone County



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

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

September 19, 2023

Mr. Robert Wolske
7232 Frey Rd.
Shepherd, MT 59079

Dear Mr. Wolske,

The Board of County Commissioners would like to extend our sincere appreciation for your service on the Shepherd Fire Service Area Board. Your time and dedication to the board over the last 35 years has been invaluable.

Once again, thank you for your service to our community and we wish you the best.

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. Tom Whittle, 7622 Spear Drive, Shepherd, MT 59079

Yellowstone County



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

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

September 19, 2023

Ms. Cheryle Fisher
6615 Killdeer Ln.
Shepherd, MT 59079

Dear Ms. Fisher,

The Board of County Commissioners would like to extend our sincere appreciation for your service on the Billings Public Library Board. Your time and dedication to the board over the last 8 years has been invaluable.

Once again, thank you for your service to our community and we wish you the best.

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. Gavin Woltjer, 510 N. Broadway , Billings, MT 59101

B.O.C.C. Regular

2. b.

Meeting Date: 09/19/2023

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

September 19, 2023

ADULT RESOURCE ALLIANCE	3 year	1 partial to 6/30/25
-------------------------	--------	----------------------

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/24
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/24
CITY/COUNTY PLANNING: DIST 6	2 year	1 full to 12/31/24

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

LAUREL URBAN FIRE SERVICE AREA	3 year	1 partial to 6/30/25 1 full to 6/30/26
BROADVIEW CEMETERY	3 year	1 full to 6/30/26

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

HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 partial to 6/30/24
SHEPHERD FIRE SERVICE AREA	3 year	1 partial to 5/8/25

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

LOCKWOOD TEDD ADVISORY BOARD	3 year	1 full to 3/31/26
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 partial to 12/31/23
PARK BOARD	3 year	1 full to 6/30/26 1 partial to 6/30/24 1 partial to 6/30/25
BILLINGS PUBLIC LIBRARY	5 year	1 partial to 6/30/25

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, October 19, 2023

August 22, 2023

AREA II AGENCY ON AGING	1 year	1 full to 6/30/24
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APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, September 21, 2023

B.O.C.C. Regular

2. c.

Meeting Date: 09/19/2023

Title: Board Appointment

Submitted By: Erika Guy

TOPIC:

Board Appointment - Erika Guy to Downtown Billings Partnership

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Erika Guy

Yellowstone County



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

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

September 19, 2023

Ms. Erika Guy
Po Box 35000
Billings, MT 59107

RE: Downtown Billings Partnership Board

Dear Ms. Guy,

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

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Mr. Mehmet Casey, 116 N 29th St., Suite A, Billings, MT 59101

B.O.C.C. Regular

2. d.

Meeting Date: 09/19/2023

Title: Letter to Director Beatty

Submitted By: Erika Guy

TOPIC:

Letter to MTDOR Director Beatty

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and Mail

Attachments

Letter to MTDOR

Yellowstone County



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

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

September 19, 2023

Director Beatty
Montana Department of Revenue
PO Box 8018
Helena MT 59604-8018

Director Beatty:

We are in receipt of your letter indicating the State of Montana has finished calculating the number of mills for fiscal year 2024 that the board of county commissioners are to levy upon all property in the State. Please confirm for us the actual calculated levy authority under MCA 15-10-420(8) and what that reduction amounts to for each of the levies (22, 33, and 40).

Additionally, since you are requesting the board of county commissioners levy above that calculated limitation, please advise us who is making the determination to levy mills in excess of the calculation you are required to perform under 15-10-420(8). The board of county commissioners is to perform an administrative task of setting the levy on the tax bill and we need to know who has authorized the increase in property taxes by adjusting the mills above the cap calculated under 15-10-420.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

B.O.C.C. Regular

3. a.

Meeting Date: 09/19/2023

Title: Metra ARPA Infrastructure Contract Terracon for Materials Testing

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Metra ARPA Infrastructure Contract with Terracon for Materials Testing on Construction Projects

BACKGROUND:

Agreement with Terracon for Materials testing (field density compaction, soil evaluation, moisture density, concrete sampling for slump & air content) for the Arena Lot & Ride-share phase III of the MetraPark as well as the final portion of Phase II Lower Lot. The materials testing is an anticipated expense with an estimated cost of \$19,697.00. Due to the complexity of the project and substrate uncertainties, the agreement also has a maximum cost of not to exceed \$52,000.00.

RECOMMENDED ACTION:

Approve and sign the Agreement.

Attachments

Metra ARPA Arena Lot - Terracon

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	<p>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:</p> <ul style="list-style-type: none"> ■ Verification of approved design mix; ■ Provide observations of placement procedures, consolidation, and curing and protection; and <p>Cast 1 set of 4 (4-inch by 8-inch) cylinders for each 150 cubic yards or fraction thereof.</p>
Asphalt	The HMA will be sampled/cored and submitted to our laboratory for density analysis according to project requirements.
Project Management	<p>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.</p> <p>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.</p>

- 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).

Phase III Metra Park Parking Lot	Estimated Fee:	\$19,697.00
	NOT TO EXCEED PRICE:	\$52,000.00

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: **9/6/2023**

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 - MetraPark Infrastructure**

By: _____ Date: _____

Name/Title: _____

Address: **P.O. Box 35015**

Billings, MT 59107

Phone: **(406) 256-2717** Fax: _____

Email: **AP@yellowstonecountymt.gov**



FEE ESTIMATE**

SERVICES	UNIT RATES			QTY	TOTAL
Earthwork Observation and Testing (Finishing Phase II)					
Engineering Technician	\$82.00 per hour	9 visits	1 hrs/visit	9	\$738.00
Vehicle Charge	\$20.00 per visit	9 visits		9	\$180.00
				Subtotal	\$918.00
Concrete Testing (Finishing Phase II)					
Engineering Technician	\$82.00 per hour	15 tests	1.5 hours/visit	22.5	\$1,845.00
Compressive Strength Cylinders	\$29.00 per cylinder	15 tests	4 cys/test	60	\$1,740.00
Vehicle Charge	\$20.00 per visit	12 visit		12	\$240.00
				Subtotal	\$3,825.00
Asphalt Testing (Finishing Phase II)					
Cores (Bulk Specific Gravity, Density, Thickness)	\$50.00 per core	18 cores		18	\$900.00
Asphalt Control Test (Marshall, Extraction, Rice, Voids)	\$480.00 per test	3 tests		3	\$1,440.00
Asphalt Sample Pick-up	\$82.00 per hour	3 visits	1 hour/visit	3	\$246.00
Vehicle Charge	\$20.00 per visit	3 visits		3	\$60.00
				Subtotal	\$2,646.00
Project Mangement (Finishing Phase II)					
Project Coordination/Report Review	\$80.00 per report	25 reports		25	\$2,000.00
Administration/Invoicing	\$60.00 per invoice	2 invoices		2	\$120.00
				Subtotal	\$2,120.00
Earthwork Observation and Testing (Phase III)					
Engineering Technician	\$82.00 per hour	5 visits	2 hrs/visit	10	\$820.00
Vehicle Charge	\$20.00 per visit	5 visits		5	\$100.00
				Subtotal	\$920.00
Concrete Testing (Phase III)					
Engineering Technician	\$82.00 per hour	5 tests	2 hours/visit	10	\$820.00
Compressive Strength Cylinders	\$29.00 per cylinder	5 tests	4 cys/test	20	\$580.00
Vehicle Charge	\$20.00 per visit	10 visit		10	\$200.00
				Subtotal	\$1,600.00
Asphalt Testing (Phase III)					
Asphalt Control Test (Marshall, Extraction, Rice, Voids)	\$480.00 per test	4 tests		4	\$1,920.00
Asphalt Coring Crew	\$200.00 per hour	2 visits	7 hours/visit	14	\$2,800.00
Cores (Bulk Specific Gravity, Density, Thickness)	\$50.00 per core	12 cores		12	\$900.00
Asphalt Sample Pick-up	\$82.00 per hour	4 visits	1 hour/visit	4	\$328.00
Vehicle Charge	\$20.00 per visit	4 visits		4	\$80.00
				Subtotal	\$6,028.00
Project Mangement (Phase III)					
Project Coordination/Report Review	\$80.00 per report	19 reports		19	\$1,520.00
Administration/Invoicing	\$60.00 per invoice	2 invoices		2	\$120.00
				Subtotal	\$1,640.00
Total Estimated Fee (Remaining Phase II & Phase III)					\$19,697.00

Note: While the phases of construction have been separated for estimating purposes in the fee estimate spreadsheet, actual field testing services may be performed simultaneously on the various phases. As a result, total fees for construction materials testing services may be reduced if services are performed during the same trip to the site.

B.O.C.C. Regular**3. b.****Meeting Date:** 09/19/2023**Title:** Memorandum of Understanding- Yellowstone County-Marine Corp League-Riverside Cemetery Marker Placement**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

TOPIC:

Memorandum of Understanding with the Eugene Sara Detachment #418 Marine Corps League for Marker Placement at Riverside Cemetery

BACKGROUND:

Purchasing is requesting Commissioner approval to enter into an agreement with the Eugene Sara Detachment # 418 Marine Corps League. The Marine Corp League is a private non-profit corporation that provides services to Marine Corp Veterans. The County manages a county indigent cemetery. The County and the Detachment would like to place markers to identify the cremation graves of the people buried in the County cemetery. The County will identify the locations, the Detachment will provide materials and labor to install the markers. Thus, they enter into this informal, non-binding agreement to work together to place the markers. The County will pay the Detachment in the amount not to exceed \$12,000.00.

RECOMMENDED ACTION:

Approve the M.O.U and return a signed copy to Finance

Attachments

Riverside Cemetery MOU - Marine Corp League

Memorandum of Understanding as to Installation of Markers at Yellowstone County Riverside Cemetery

Yellowstone County is a political subdivision of the State of Montana. The Eugene Sara Detachment #418 Marine Corps League is a private non-profit corporation that provides services to Marine Corps veterans. The County manages a county indigent cemetery. The County and the Detachment would like to place markers to mark the cremation graves of the people buried in the County cemetery. Thus, they enter into this informal, non-binding agreement to work together to place the markers.

When a person's cremains are buried in the Yellowstone County Riverside Cemetery, Yellowstone County and the Eugene Sara Detachment #418 Marine Corps League will work together to install in a reasonable amount of time considering the weather conditions, a marker for the person. It is anticipated that the markers will not be installed during the winter months, November 30th, 2023 through January 31, 2024.

The County will identify where the markers are located. The Detachment will provide the materials, labor and expertise to install the markers. The Detachment will install the markers in a workman like manner to ensure a structural sound and esthetically pleasing installation. The County will the Detachment a not to exceed \$12,000.00 during the period of this Agreement. If the Detachment would like to receive progress payments, it will submit monthly invoices that indicate the markers installed and the amount owed by the County to the Detachment. Upon acceptance of the work performed, the County will promptly pay the invoice through its payment process.

The Detachment is an independent contractor that will have workers compensation coverage for all work within the scope of this Memorandum of Understanding provided to them by the County. However, the employees and volunteers of the Detachment are not employees of the County, and with the exception of workers compensation coverage, the employees and volunteers of the Detachment are not entitled to compensation, wages, or any other benefits from the County.

The agreement will begin as of September 19th, 2023 and expire on June 30th, 2024. The parties by mutual consent may renew the agreement with the same or different terms.

The contact person for Yellowstone County of the agreement is:
James Matteson- Yellowstone County Purchasing Agent
P.O. Box 35015
Billings, MT 59107-5015
(406) 256-2717

The contact person(s) for the Eugene Sara Detachment #418 Marine Corps League
Ben Ostermiller - Commandant Eugene Sara Detachment #418 Marine Corps League

Billings, MT 59105
406-579-6246
Saintfan.bo@gmail.com

Ralph McKinney

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


Attached is a copy of the proposal submitted to the County by the Detachment for the installation of the headstones.

Dated this 19th day of September 2023

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY MONTANA

EUGENE SARA DETACHMENT #418
MARINE CORPS LEAGUE

John Ostlund
Chairman



Ben Ostermiller
Commandant

ATTEST:

Jeff Martin
Clerk & Recorder

B.O.C.C. Regular

3. c.

Meeting Date: 09/19/2023

Title: Metra Request to Expend Cattle Panels for 4-H

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Request to Expend for Cattle Panels for 4-H

BACKGROUND:

MetraPark is requesting Commissioner approval for the purchase of cattle panels for 4-H. The cost of the panels is \$17,959.32. The purchase was anticipated and included in the FY24 budget in the Metra Facilities Capital Outlay (Equipment) budget line (5811.000.552.460442.940).

RECOMMENDED ACTION:

Approve the Request and return a copy to Finance

Attachments

Metra RTE Cattle Panels 2023

Yellowstone County Request to Expend

This form is to be completed for all Capital outlay requests (a single item costing \$2500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

Priefert Panels

Cost: \$17,959.32

Other Costs:

Less Trade-in/Discount:


Net Cost of Request: \$17,959.32

Explanation of Purchase:

Cattle Panels for 4-H

Metra Park - Facilities

Department


Elected Official or Department Manager

Budget Information

Account Numbers: 5811.552.460442.940

Budget Balance: \$75,000.00

Is this a budgeted item? NO

Finance Note: Equipment Fund

Commissioner Action

Approved: Yes _____ No _____

Tabled: _____

Date: _____

Votes Yes _____ No _____

Chairperson _____

Member _____

Member _____


Purchasing Agent

09/12/2023
Date

B.O.C.C. Regular

3. d.

Meeting Date: 09/19/2023

Title: Metra Contract with Cushing Terrell - Architectural Services - Northwest Arena level & Concourse Level Concessions

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Contract with Cushing Terrell for Architectural Services for Northwest Arena Level & Concourse Level Concessions

BACKGROUND:

MetraPark is requesting Commissioner approval for a contract with Cushing Terrell Architects/Engineers for design drawings for permit, bid and construction of the Northwest concessions area. The NW concourse concessions area is a remodel project, the arena level is to develop an additional concession area at the arena floor level. The project was anticipated and included on the FY24 Metra Park Capital Improvement budget (5811.000.552.460442.920)

RECOMMENDED ACTION:

Approve the contract and return a copy to Finance

Attachments

Metra Contract NW Concessions CTA



July 21, 2023

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

RE: MetraPark – Arena New NW Concessions
Design Fee Proposal

Board of County Commissioners:

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

PROJECT DESCRIPTION

The Project Scope is described as follows: The two (2) new concession areas, northwest arena level and northwest main concourse level. See Exhibit A for details discussed from the on-site scope meeting with vender and METRA staff on July 12, 2023.

PROFESSIONAL SERVICES

Cushing Terrell will provide design drawings for permit, bid and construction of the concession's areas. We will also provide progress meetings, do progress inspections and an inspection at completion to verify work is substantially complete and issue closeout documents (See Exhibit "A").

PROFESSIONAL FEES

Cushing Terrell agrees to perform the services listed above based on Time & Materials to a maximum fee amount for the scope and process described. All reimbursable costs will be billed separately at cost plus 10% only as needed.

DD + PM – Plan & Scope Verification	\$ 7,300.00
CD – Construction Drawings	\$ 23,715.00
BID – Coordinate and Recommendations	\$ 3,125.00
<u>Construction Administration</u>	<u>\$ 12,685.00</u>
Design Services (Estimated Time & Materials FEE)	\$ 46,825.00

We have drafted the following support information for the Proposal:

- Scope of Work – Exhibit A
- CT Fee Detail – Exhibit B

TERMS OF THE CONTRACT

Cushing Terrell will provide an Agreement, AIA B105, for providing the above design work. Signature on this proposal serve as a notice to proceed.

This proposal is not a contract; however, if work has begun prior to signing a contract, the terms of this proposal shall be considered binding until a contract is signed.

This proposal is valid for 90 (ninety) days from date of issue.

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

CUSHING TERRELL

Robert E. LaPerle

Digitally signed by Robert E. LaPerle
DN: C=US,
E=boblaperle@cushingterrell.com,
O=Cushing Terrell, CN=Robert E. LaPerle
Reason: I am the author of this document
Date: 2023.07.24 07:35:38-06'00'

Bob La Perle, AIA
Sr. Project Manager

Accepted:

Date:

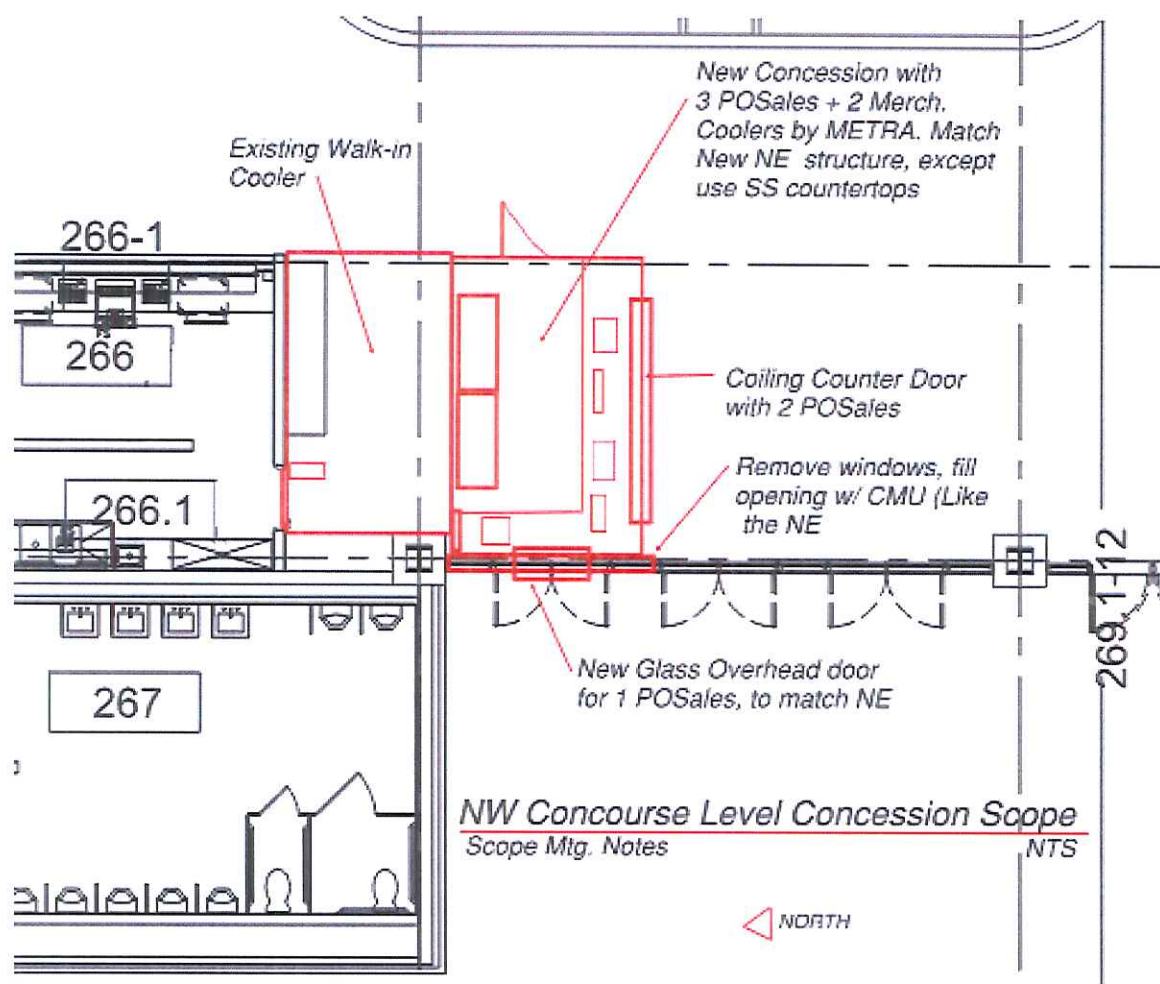
Client Approval

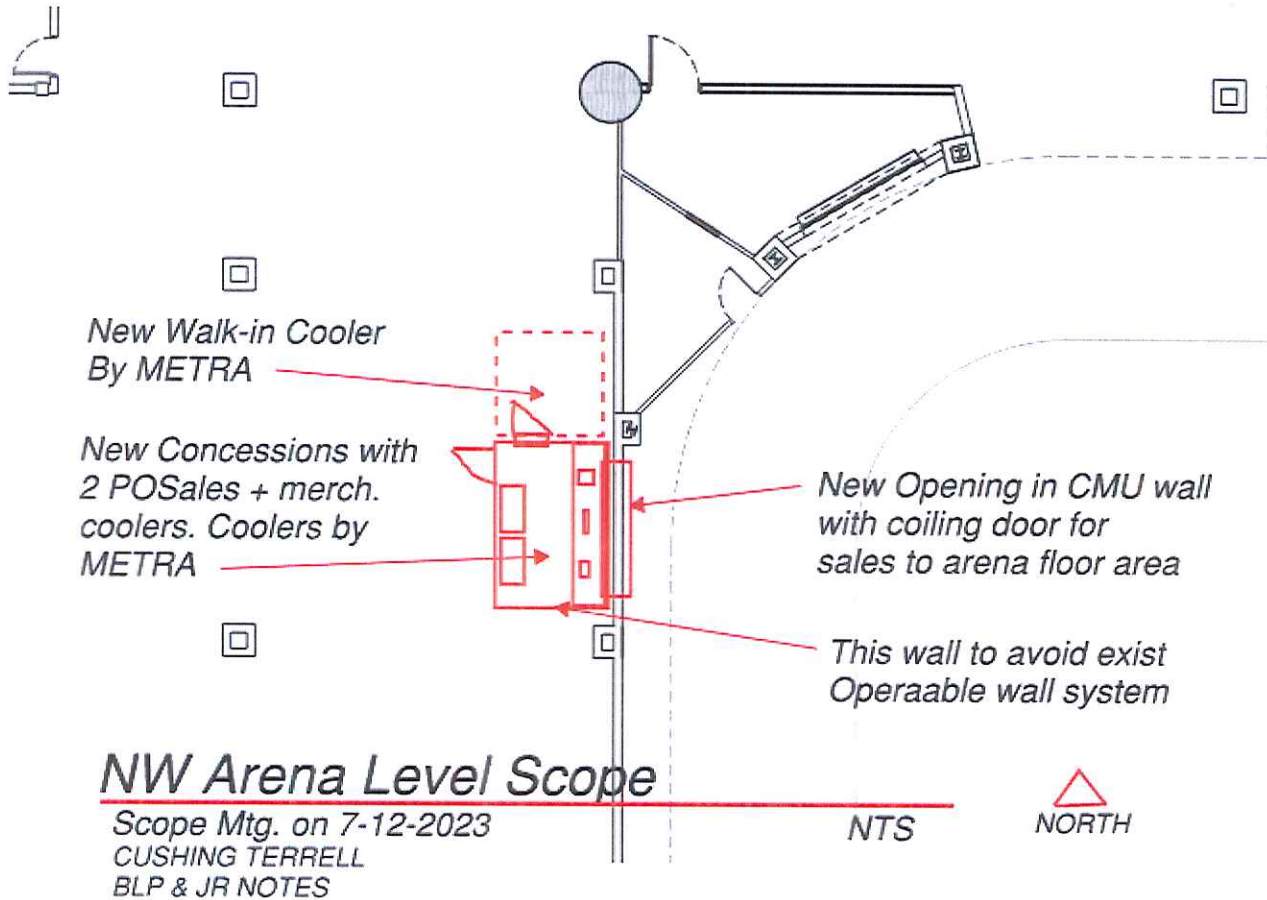


PROJECT SCOPE OF WORK
Yellowstone County – Metra Concessions Renovation
 July 21, 2023

The Scope

The renovation of the of the NE & NW Concessions to add new beer booths with exterior access as noted in the plan images below:





Design Services

Architectural, Mechanical, Plumbing and Electrical Engineering, using the design process including:

1. Site meeting to verify intent and expectations
2. Follow-up site assessment to verify existing
3. DD Plan to review and confirm scope w/users
4. Bid/Permit drawings
5. Manage public bid
6. Construction Management w/mtgs and inspections
7. Close-out documents

CONSTRUCTION DOCUMENTS (CD) Phase: Intended for public bid and requiring a building permit. Construction Drawings, response to Contractor questions and printed drawings for permitting (if required).

CONSTRUCTION ADMINISTRATION (CA) Phase: Supervision of the Contractors work during construction, including review of pricing and submittals, address (Request for Information (RFI), Attend pre-construction/coordination meeting, final inspection-punch list at completion.

END OF SCOPE DOCUMENT

B.O.C.C. Regular

3. e.

Meeting Date: 09/19/2023

Title: Revised -MOU for MBCC Grant RSAT with Turn Key Health Clinics

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Memorandum of Understanding and Agreement to Sub-Contract with Turn Key Health Clinics for the MBCC Grant RSAT

BACKGROUND:

MOU with Turn Key Health Clinics for SUD/MH Assessments up to 132 assessments at \$350/assessment or \$4,550.

RECOMMENDED ACTION:

Approve.

Attachments

MOU MBCC grant RSAT - Turn Key Health Clinics

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND TURN
KEY HEALTH CLINICS**

Whereas: Yellowstone County Sheriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana Board of Crime Control;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a program director is needed to facilitate the collaboration of the project;

Whereas: The funding source for this project needs a single individual to contact for information about the project development and implementation;

Whereas: Turn Key Health Clinics (Turn Key) is a licensed, insured, and professional agency that provides medical including substance use disorder and mental health disorder services to YCDF;

Whereas: Yellowstone County Sheriff's Department and the Board of County Commissioners (BOCC) are committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or Sheriff Department staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from a skilled project manager to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Department is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Department (YCSD) whose address is 217 N 27th Street, Billings, MT

59101, and Turn Key Health Clinics (Turn Key) whose address is 900 NW 12th St, Oklahoma City, OK 73106.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with Turn Key and that Turn Key shall perform all work and services as sub-contractor under the agreement.

1. Purpose.

The purpose of this MOU is to establish the terms and conditions under which YCSO and Turn Key will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU.

This MOU shall be in effect for a period the award date of the funding sources beginning June 1, 2023 through September 30, 2023. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. BOCC may terminate this contract for Turn Key's failure to perform any of its duties under this contract after giving Turn Key written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

The term of this MOU shall not exceed the term of the Professional Services Agreement between the County of Yellowstone, Montana, by its Board of County Commissioners, and Turn Key. Termination, by either party, of the Professional Services Agreement, shall terminate this MOU.

3. Payment

In consideration for the services to be performed by the Contractor, the County agrees to reimburse Turn Key from pre-approved grant funds for the following:

RSAT funds (available until September 30, 2023):

- SUD/MH Assessments up to 132 assessments at \$350/assessment or \$4,550

Turn Key will have access to re-entry funds for their clients. These funds will be managed and approved by Stonerock Business Solutions. Up to \$30,000 in funds are made available to clients from the RSAT funding. Re-Entry services will be reimbursed for actual costs with proof of payment.

Turn Key must submit monthly data reports and invoices to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment. These funds will be reimbursed through grant funds pre-allocated and approved by Montana Board of Crime Control.

4. Responsibilities of Yellowstone County Sheriff's Department.

Yellowstone County Detention Center is responsible for the following:

4.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with Turn Key as the pass through between the State of Montana and Turn Key to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to Turn Key in order that Turn Key can deliver services required under the agreement and required by the funding.

4.2 YCSO agrees to provide access to staff, equipment, and data as to complete the necessary tracking and reporting of grant and project outcomes to funding sources. Turn Key is responsible for actual reporting of data of services delivered.

4.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

4.4 YCSO acknowledges that it has the sole decision-making authority on the project and that Turn Key as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

4.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

4.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda.sbsmt@outlook.com on a monthly basis for routing to Yellowstone County (due by the 5th of each month).

5. Responsibilities of Turn Key Health Clinics

Turn Key agrees to participate in the implementation of the grant activities as listed below.

5.1 Turn Key acknowledges that it is familiar with the agreement and that furthermore Turn Key represents that it can perform and deliver the services required under the agreement.

5.2 Turn Key agrees to provide information on outcome measures with Yellowstone County Sheriff's Department for the purposes of coordinating, implementing, and reporting project activities. Turn Key agrees to submit monthly progress reports on services, including all required data collection required by the State in excel format, to Turn Key Health Clinics by the 5th of each month. Payments for services will not be approved without submission of reporting data. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 Turn Key acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Alternatives, Inc., YCSO, Rimrock and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, Turn Key agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Turn Key and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, Turn Key must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, Turn Key must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of Turn Key and/or its officers, agents, representatives, assigns or subcontractors, or assigns. Turn Key must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, Turn Key must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, Turn Key may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, Turn Key shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each Turn Key's authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the June 30, 2024 end date of the agreement.

6.3 The parties agree to indemnify and to hold harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of any negligence of the other party pursuant to this agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event the Parties are unable to complete the projects due to causes beyond the control of the Parties, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the Parties' reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Turn Key Health Clinics, LLC, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. Turn Key, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the Turn Key's employees or contract personnel are, or shall be deemed, the YCSO's 's employees.

In its capacity as an independent contractor, Turn Key agrees and represents: Turn Key has the right to perform services for others during the term of this Agreement except as otherwise provided below; Turn Key has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Turn Key shall select the routes taken, starting and ending times, days of work, and order the work is performed; Turn Key has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither Turn Key, nor the Turn Key's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by the Turn Key, Turn Key's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help the Turn Key; and neither the Turn Key nor Turn Key's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this

Agreement. YCSO shall have no right to control or direct the details, manner or means by which Turn Key performs its services. Turn Key shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.


The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

Chairman, John Ostlund

Date

Turn Key Health Clinics



Flint Junod, CEO

9-12-2023

Date

B.O.C.C. Regular

3. f.

Meeting Date: 09/19/2023

Title: Revised -MOU for DPHHS Grant HEART and SOR with Turn Key Health Clinics

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Memorandum of Understanding and Agreement to Sub-Contract with Turn Key Health Clinics for the DPHHS Grant HEART and SOR

BACKGROUND:

MOU with Turn Key Health Clinics for:

MOUD assessments up to 260 assessments at \$300/assessment or \$79,000,

SUD/MH Assessments up to 285 assessments at \$350/assessment or \$99,750.00, and

MOUD Medication up to \$66,618.05.

RECOMMENDED ACTION:

Approve.

Attachments

MOU DPPHS grant HEART/SOR - Turn Key Health Clinics

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND TURN
KEY HEALTH CLINICS**

Whereas: Yellowstone County Sheriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana State Department of Health and Human Services;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a program director is needed to facilitate the collaboration of the project;

Whereas: The funding source for this project needs a single individual to contact for information about the project development and implementation;

Whereas: Turn Key Health Clinics (Turn Key) is a licensed, insured, and professional agency that provides medical including substance use disorder and mental health disorder services to YCDF;

Whereas: Yellowstone County Sheriff's Department and the Board of County Commissioners (BOCC) are committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or sheriff office staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from a skilled project manager to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Department is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's (YCSD) whose address is 217 N 27th Street, Billings, MT 59101, and

Turn Key Health Clinics (Turn Key) whose address is 900 NW 12th St, Oklahoma City, OK 73106.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with Turn Key and that Turn Key shall perform all work and services as sub-contractor under the agreement.

1. Purpose.

The purpose of this MOU is to establish the terms and conditions under which YCSO and Turn Key will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU.

This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2023 to June 30, 2024. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. BOCC may terminate this contract for Turn Key's failure to perform any of its duties under this contract after giving Turn Key written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

The term of this MOU shall not exceed the term of the Professional Services Agreement between the County of Yellowstone, Montana, by its Board of County Commissioners, and Turn Key. Termination, by either party, of the Professional Services Agreement, shall terminate this MOU.

3. Payment

In consideration for the services to be performed by the Contractor, the County agrees to reimburse Turn Key from pre-approved grant funds for the following:

HEART/SOR funds (available until June 30, 2024):

- MOUD Assessments up to 260 assessments at \$300/assessment or \$79,000
- SUD/MH Assessments up to 285 assessments at \$350/assessment or \$99,750.00
- MOUD Medication up to \$66,618.05

Turn Key will have access to re-entry funds for their clients. These funds will be managed and approved by Stonerock Business Solutions, LLC. Up to \$35,000 in funds are made available to clients from the HEART funding. Re-Entry services will be reimbursed for actual costs with proof of payment.

Turn Key must submit monthly data reports and invoices to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment. These funds will be reimbursed through grant funds pre-allocated and approved by DPHHS.

4. Responsibilities of Yellowstone County Sheriff's Department.

Yellowstone County Detention Center is responsible for the following:

4.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with Turn Key as the pass through between the State of Montana and Turn Key to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to Turn Key in order that Turn Key can deliver services required under the agreement and required by the funding.

4.2 YCSO agrees to provide access to staff, equipment, and data as to complete the necessary tracking and reporting of grant and project outcomes to funding sources. Turn Key is responsible for actual reporting of data of services delivered.

4.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

4.4 YCSO acknowledges that it has the sole decision-making authority on the project and that Turn Key as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

4.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

4.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda.sbsmt@outlook.com on a monthly basis for routing to Yellowstone County (due by the 5th of each month).

5. Responsibilities of Turn Key Health Clinics

Turn Key agrees to participate in the implementation of the grant activities as listed below.

5.1 Turn Key acknowledges that it is familiar with the agreement and that furthermore Turn Key represents that it can perform and deliver the services required under the agreement.

5.2 Turn Key agrees to provide information on outcome measures with Yellowstone County Sheriff's Department for the purposes of coordinating, implementing, and reporting project activities. Turn Key agrees to submit monthly progress reports on services including all required data collection required by the State in excel format to Stonerock Business Solutions by the 5th of each month. Payments for services will not be approved without submission of reporting data. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 Turn Key acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Stonerock Business Solutions, Alternatives, Inc., YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, Turn Key agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Turn Key and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, Turn Key must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, Turn Key must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of

Turn Key and/or its officers, agents, representatives, assigns or subcontractors, or assigns. Turn Key must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, Turn Key must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, Turn Key may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, Turn Key shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each Turn Key's authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the September 30, 2024 end date of the agreement.

6.3 The parties agree to indemnify and to hold harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of any negligence of the other party.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such

provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event the Parties are unable to complete the projects due to causes beyond the control of the parties, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the Parties' reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Stonerock Business Solutions, LLC, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. Turn Key, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the Turn Key's employees or contract personnel are, or shall be deemed, the YCSO's 's employees.

In its capacity as an independent contractor, Turn Key agrees and represents: Turn Key has the right to perform services for others during the term of this Agreement except as otherwise provided below; Turn Key has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Turn Key shall select the routes taken, starting and ending times, days of work, and order the work is performed; Turn Key has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither Turn Key, nor Turn Key's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services

required by this Agreement shall be performed by the Turn Key, Turn Key's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help the Turn Key; and neither the Turn Key nor Turn Key's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by which Turn Key performs its services. Turn Key shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

[Remainder of page intentionally left blank]

8. **Signatures.**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

John Ostlund, Chairman

Date

Turn Key Health Clinics



Flint Junod, CEO

9-12-2023

Date

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: MOU between Department of Justice and Sheriff's Office for the Transfer of Axon Taser X2 Equipment

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Memorandum of Understanding between the Department of Justice - Highway Patrol Division and Yellowstone County Sheriff's Office

BACKGROUND:

The purpose of this MOU is to coordinate the transfer of Axon Taser X2 equipment from MHP to the Yellowstone County Sheriff's Office.

RECOMMENDED ACTION:

Approve or deny.

Attachments

MOU Taser X2 Equipment



MEMORANDUM OF UNDERSTANDING

Between

Department of Justice – Highway Patrol Division

And

Yellowstone County Sheriff's Office

MOU # Axon 001

Section 1. Parties and Purpose of Agreement.

- 1.1 This Memorandum of Understanding (MOU) is between Department of Justice (DOJ) Highway Patrol Division (MHP) and the Yellowstone County Sheriff's Office.
- 1.2 The purpose of this MOU is to coordinate the transfer of Axon Taser X2 equipment from MHP to the Yellowstone County Sheriff's Office.

Section 2. General Duties and Responsibilities

- 2.1 On June 20, 2023, MHP transferred to the Yellowstone County Sheriff's Office Taser X2 handles, batteries, cartridges and holsters. MHP Sergeant Brian Casey will act as the primary point of contact for coordinating the types and quantities of Taser X2 equipment to be transferred in the future. MHP Captain Jason Grover has approval authority over all proposed transfers.
- 2.2 The Yellowstone County Sheriff's Office identified Captain Robert Lester as the primary point of contact to assist MHP Captain Jason Grover with all logistical aspects of the equipment transfer.
- 2.3 MHP made reasonable steps to ensure equipment (tasers, cartridges, batteries, and holsters) were clean, in good working order, and not expired at the time of transfer or within six (6) months of the transfer date. All equipment is to be accepted "**as is**" and MHP will not accept any returns or exchanges.
- 2.4 The Yellowstone County Sheriff's Office must abide by all published Axon guidelines for Taser use to include current minimum standards for qualification and safe usage.
- 2.5 MHP and the Yellowstone County Sheriff's Office will identify all transferred equipment (by serial number, see below) and both parties will maintain a record of the inventory sheet for a minimum of five (5) years upon completion of the transfer. A representative from MHP and the Yellowstone County Sheriff's Office will each sign the inventory sheet to confirm accuracy of the types, quantities and serial numbers of equipment included with the transfer. Any change to the original quantities or types of equipment



transferred that occurs after the initial transfer will require an updated inventory sheet to be signed by both parties.

Section 3. Limitation of Liability.

The Yellowstone County Sheriff's Office absolves MHP of all liability associated with any future use of the transferred equipment.

Section 4. Term Effective Date.

This MOU is effective upon the date of final signature and remains in effect for as long as the Yellowstone County Sheriff's Office possesses the transferred equipment.

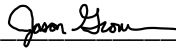
Section 5. Termination.

Either party may terminate this agreement at any point prior to the transfer of equipment.

Signatures and Dates

Captain Robert Lester, Yellowstone County

Date



Captain Jason Grover, MHP Operations
Department of Justice
Highway Patrol Division

09/11/2023

Date



AXON X2 handles transferred by serial number.

- 1 X29009XWF
- 2 X290075XX
- 3 X2900CA48
- 4 X290062KK
- 5 X2900E8HY
- 6 X290090RN
- 7 X290071VX
- 8 X29009YHH
- 9 X29005YXR
- 10 X290084Y4
- 11 X290075H6
- 12 X290090NA
- 13 X29005YEM
- 14 X290062R7
- 15 X29009WPV
- 16 X2900A093
- 17 ZZX290223
- 18 X29000P5C
- 19 X29003421
- 20 X29000RE5
- 21 X290071X8
- 22 X2900CYVE
- 23 X2900ESHM
- 24 X2900ENM1
- 25 X29009AAP
- 26 X290093RM
- 27 X2900D9A9
- 28 X29009HMY
- 29 X29009XXW
- 30 X29003E4R
- 31 X2900DYF3
- 32 X2900E8V0
- 33 X2900DCCN
- 34 X290093FT
- 35 X29008MYH
- 36 X29009YHW
- 37 X2900CC1P
- 38 X29009PXH

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Road and Bridge - 2 Appointments; **District Court** - 1 Appointment, **Detention Facility** - 1 Termination; **Youth Services Center** - 1 Termination; **Sheriff's Office** - 1 Salary & Other

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

PARS1

Hire/Personnel Action Form

SEP 07 2023

Employee Information

Employee
Darren Mattern

Address 1
2329 Jasmine Circle

Address 2
N/A

City
Billings

State
MT

Zip
59105

Phone
406-413-5219

Hire Information

Position Details
Senior District Court Clerk
(D) (3026)

Hire Req#
202300089

Job Class
Senior District Court Clerk
(D)

Job Type
Full-Time Regular

Person ID
54939663

Pay Rate
\$21.03

Department
District Court

Hire Date
9/16/23

Division
N/A

Comments

1000 221 410330 111 100%
Moved from Grade C to Grade D
Replaces Pam Owens
19.12 +10% = 21.03

Approvals


HUMAN RESOURCES
DWIGHT


FINANCE
JENNIFER JONES


9/7/23 3:10 PM

9/7/23 3:18 PM

Commissioners Action
Approve Disapprove

Chair  _____

Member  _____

Member  _____

SEP 11 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Zachary Iron Effective Date: 09/14/2023
Current Title: Detention Officer Gr. Salary \$ 25.80
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

Jesse
Elected Official/Department Head

09/08/2023

Date

Section 2

Human Resources:

Finance:

Note: Note:
Director Director Date
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

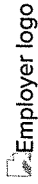
Chair

Member

Member

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

revised 02/13



Yellowstone County Commissioners
RECEIVED

SEP 13 2023

Hire/Personnel Action Form

Employee Information

Employee	
Garrett Kadleck	
Address 1	Address 2
235 South 41st Street West	N/A
City	State
Billings	MT
Zip	Phone
59106	8017177016

Hire Information

Position Details	Hire Req#	Job Type
Equipment Service Worker (C/D) (4010)	202300063	N/A
Person ID	Job Class	Pay Rate
41576588	Equipment Service Worker (C/D)	\$20.20
Department	Job Class#	HireDate
Road & Bridge	4010	9/18/23
Division		
Road		

Comments

replaces Cody Chase
2110 401 430200 110

Approvals

HUMAN RESOURCES	DWIGHT	9/12/23 2:25 PM
	VIGNESS	
FINANCE	JENNIFER	9/13/23 9:14 AM
	JONES	

Commissioners Action
Approve Disapprove

Chair

Member

Member

Hire/Personnel Action Form

SEP 13 2023

Employee Information

Employee
Mark Burkhardtmeier

Address 1
1344 Cortez Avenue

Address 2
N/A

City
Billings

State
MT

Zip
59105

Phone
406-262-3551

Hire Information

Position Details
Equipment Operator I (D/E)
(4020)

Hire Req#
202300061

Job Class
Equipment Operator I (D/E)

Job Type
Full-Time Regular

Person ID
54559406

Pay Rate
\$20.53

Department
Road & Bridge

HireDate
10/2/23

Division
Road

Comments


replaces Darren Kobelt
#2110 401 430200 110

Approvals


HUMAN RESOURCES
DWIGHT
VIGNESS
9/12/23 2:25 PM

FINANCE
JENNIFER
JONES
9/13/23 9:14 AM

Commissioner Action
Approve I approve

Chair  _____

Member MM _____

Member  _____

JUL 13 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Margareta Martiny Effective Date: 9/14/23
Current Title: JCW Gr. 7 Salary \$ 23.09
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: 6 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: 2399 - 235 - 470250 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Tracy L. Impley 9/12/23
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: _____
Director Stagnass 9-12-23 Date

Note: _____
Director Anne Ab (For Jen Jones) Date 9/13/23

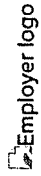
H.R. Comments:

Commissioner's Action
Approve _____ Disapprove _____

Chair _____
Member WY _____
Member X _____

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

revised 02/13



Yellowstone County Commissioners
RECEIVED

Hire/Personnel Action Form

AUG 03 2023

Employee Information

Employee
Zachary Conner

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol)	202300027	Full-Time Regular
(MCA) (5045)		
Person ID	Job Class	Pay Rate
34216196	Deputy Sheriff (Patrol)	\$30.18
	(MCA)	
Department	Job Class#	HireDate
Sheriff's Office	5045	9/1/23
Division		
Sheriff Patrol		

Comments

Funding: 2300.132.420150.111 at 100%
replaces Deklyn
Transfer from Detention

Approvals

HUMAN RESOURCES	DWIGHT	8/3/23 12:58 PM
	VIGNESS	
FINANCE	JENNIFER	8/3/23 1:34 PM
	JONES	

Commissioners Action
Approve Disapprove

Chair	_____
Member	_____
Member	_____

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Conflict of Interest Statements

Submitted For: Tanya McWilliams

Submitted By: Tanya McWilliams

TOPIC:

Conflict of Interest Statements

BACKGROUND:

Conflict of Interest Statments

RECOMMENDED ACTION:

File Item

Attachments

Conflict of Interest Statements

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

In order to ensure compliance with County's Conflict of Interest Policy #93-04; and MCA 2-2-201 thru 207 and 7-5-2106; and to complete footnote disclosure for the County's financial statements, it is necessary that Yellowstone County obtain a notarized affidavit and maintain a "Related Party List".

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An official that may have a related party transaction(s) may not constitute, in itself, illegality in any way, or cancellation of those related party transactions.

Please answer the following questions, sign, date, and return the letter to the Auditor's Office by 08/31/23. If you have more than one related party to report, please make additional copies of this letter. If you do not have any related parties to report, please sign the affidavit, date, get form notarized, and return this letter. Thank you.

1. Do you have an immediate family member that is an owner, manager, or director of an entity that the County does business with? (Yes/No/N/A) NO
2. What is the name of the entity? N/A
3. What is the name of the immediate family member and what is their relationship to you? N/A
4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) NO

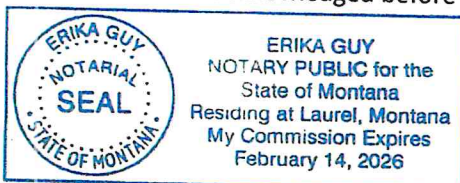
I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

Name (please print) Donald W Jones

Signature [Signature] Date: 8-28-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 9/1/23 by Donald W. Jones



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) No

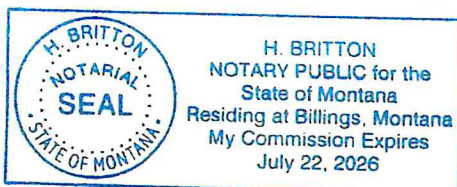
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Name (please print) Melissa A. Williams

Signature [Signature] Date: 8/28/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on August 28, 2023 by Melissa Williams



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity? N/A
3. What is the name of the immediate family member and what is their relationship to you? N/A
4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) N/A

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

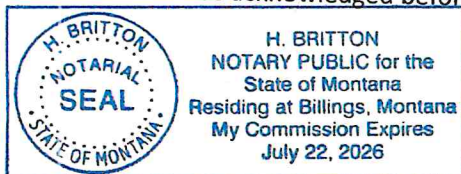
Name (please print) Steve Williams

Signature [Signature]

Date: 9/1/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on September 1, 2023 by Steve Williams



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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1. Do you have an immediate family member that is an owner, manager, or director of an entity that the County does business with? (Yes/No/N/A) Yes
2. What is the name of the entity? City Blue Productions
3. What is the name of the immediate family member and what is their relationship to you? wife
4. What is the capacity/title of the family member at the entity? owner
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) NO

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

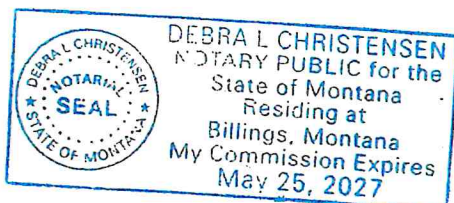
Name (please print) Jim Goodridge

Signature [Signature]

Date: 8/29/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/28/23 by Debra L. Christensen



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity? N/A
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4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) N/A

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

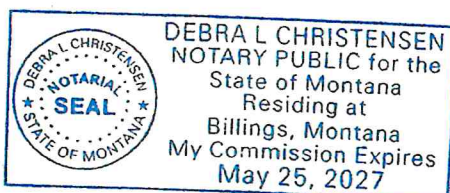
Name (please print) Michael Groskopf

Signature [Signature]

Date: 8-28-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/28/23 by Debra L Christensen



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) NO

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

Name (please print) CLAY MOORE

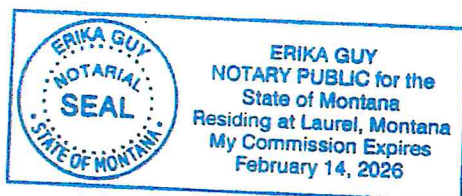
Signature Clay Moore

Date: 8-29-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/29/23

by Clay Moore



Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) N/A - NO

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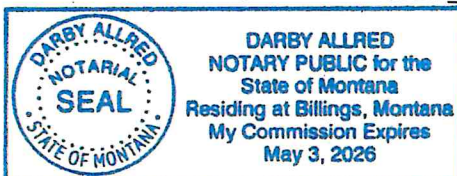
Name (please print) Angeline Fox

Signature Angeline Fox

Date: 8/25/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8-25-2023 by Angeline Fox



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity?

3. What is the name of the immediate family member and what is their relationship to you?

4. What is the capacity/title of the family member at the entity?

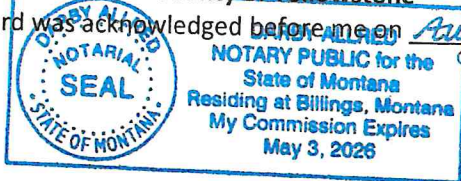
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Name (please print) Linnea Forseth
Signature Linnea Forseth Date: 8/28/23

STATE OF MONTANA - County of Yellowstone

This record was acknowledged before me on August 28, 2023 by Linnea Forseth



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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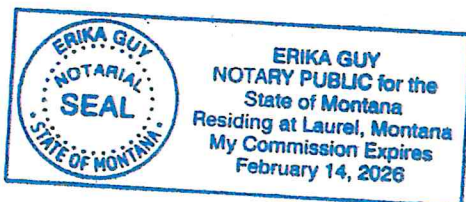
Name (please print) Mike Schienu

Signature [Signature]

Date: 8/28/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/28/23 by Mike Schienu



Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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(Yes/No/N/A) NO
2. What is the name of the entity?

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Name (please print) Mona Hunt

Signature

Mona Hunt

Date:

8/25/2023

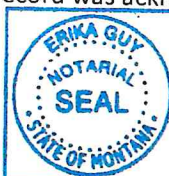
STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on

8/25/23

by

Mona Hunt



ERIKA GUY
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
February 14, 2026

Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity?

3. What is the name of the immediate family member and what is their relationship to you?

4. What is the capacity/title of the family member at the entity?

5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) NO

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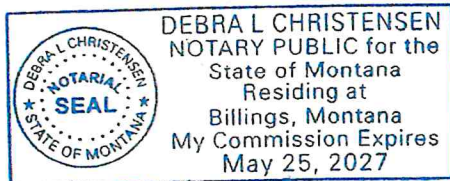
Name (please print) Kelly Campbell

Signature Kelly Campbell Date: 8-24-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/24/23

by Debra L Christensen



Debra L Christensen
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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3. What is the name of the immediate family member and what is their relationship to you? N/A
4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) N/A

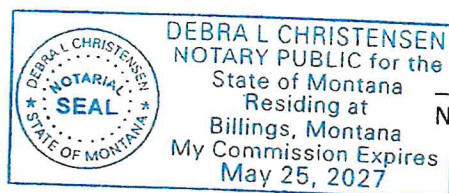
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Name (please print) DAVID ROTH

Signature [Signature] Date: 8/24/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/24/23 by Debra L Christensen



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity?
Tiny's Tavern
3. What is the name of the immediate family member and what is their relationship to you?
Curtis Grimm Uncle
4. What is the capacity/title of the family member at the entity?
owner
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) No

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Name (please print) Cody Reitz

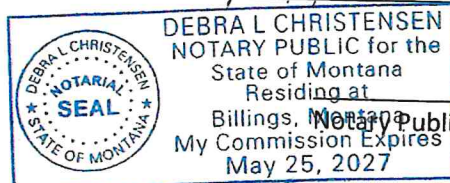
Signature Cody Reitz

Date: 8/24/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/24/23

by Debra L Christensen



Debra L Christensen
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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Name (please print) Jeff Seward

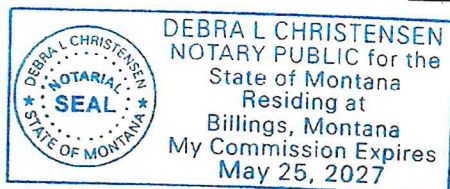
Signature [Signature]

Date: 8/24/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/24/23

by Debra L Christensen



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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Name (please print) James Matteson

Signature [Signature] Date: 8/24/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/24/23 by James Matteson



Beverly Wiley
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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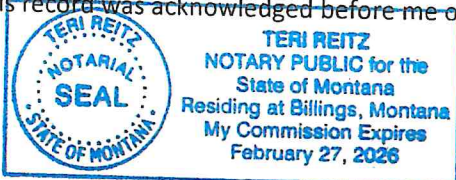
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Name (please print) Tim Miller

Signature [Signature] Date: 8-24-2023

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on August 24, 2023 by Tim Miller



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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Name (please print)

Signature

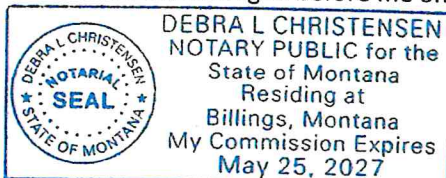
Date:

STATE OF MONTANA :County of Yellowstone
This record was acknowledged before me on

8/10/2023

by

Deb Christensen



Debora Christensen
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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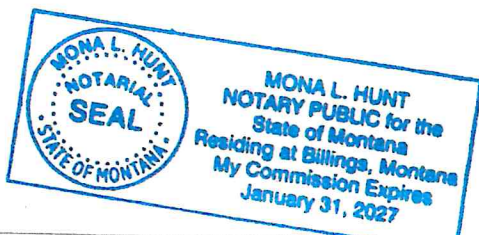
Name (please print) marci J Shafer

Signature *marci J Shafer*

Date: 8/10/2023

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 10th of Aug 2023 by Marci J. Shafer



Mona L Hunt
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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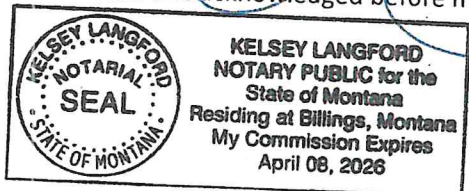
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Name (please print) David Carter

Signature [Signature] Date: _____

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/3/23 by David Carter



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity?
_____ N/A _____
3. What is the name of the immediate family member and what is their relationship to you?
_____ N/A _____
4. What is the capacity/title of the family member at the entity?
_____ N/A _____
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) _____ N/A _____

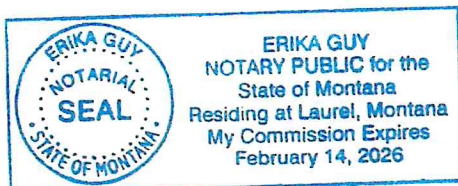
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Name (please print) K.C. Williams

Signature *K.C. Williams* Date: 08-01-2023

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 8/1/23 by Kenneth Williams



Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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Name (please print)

Roni Baker

Signature

Roni Baker

Date:

7/28/2023

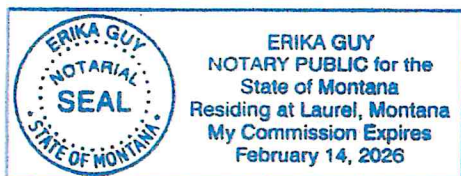
STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on

7/28/23

by

Roni Baker



Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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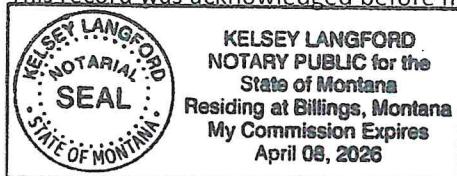
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Name (please print) Jeanne M. Walker

Signature Jeanne M. Walker Date: July 24, 2023

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 7/24/23 by Jeanne M Walker



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

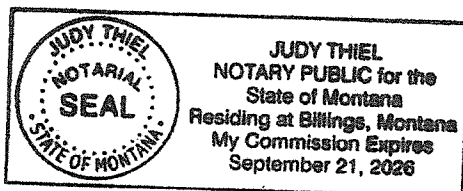
Name (please print) Christina Duran

Signature [Signature]

Date: 7-21-2023

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 07/21/2023 by Christina Duran



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

In order to ensure compliance with County's Conflict of Interest Policy #93-04; and MCA 2-2-201 thru 207 and 7-5-2106; and to complete footnote disclosure for the County's financial statements, it is necessary that Yellowstone County obtain a notarized affidavit and maintain a "Related Party List".

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2. What is the name of the entity? N/A
3. What is the name of the immediate family member and what is their relationship to you? N/A
4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) No

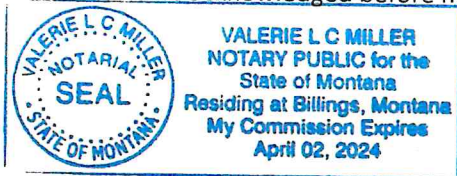
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Name (please print) Terry Halpin

Signature [Signature] Date: 7/21/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on July 21, 2023 by Terry Halpin



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity?

3. What is the name of the immediate family member and what is their relationship to you?

4. What is the capacity/title of the family member at the entity?

5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) _____

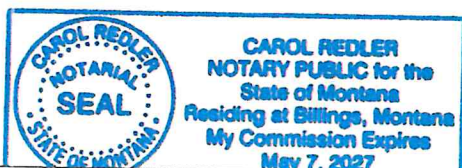
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Name (please print) Mike Linder

Signature [Signature] Date: 7-24-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on July 24th, 2023 by Mike Linder



Carol Redler
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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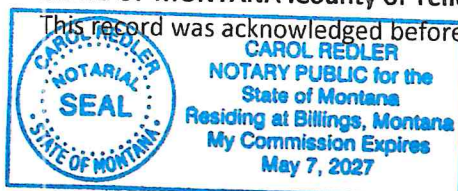
1. Do you have an immediate family member that is an owner, manager, or director of an entity that the County does business with? (Yes/No/N/A) No
2. What is the name of the entity?
NA
3. What is the name of the immediate family member and what is their relationship to you?
NA
4. What is the capacity/title of the family member at the entity?
NA
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) No

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

Name (please print) Sam Boffo YCSO Undersheriff
Signature [Signature] Date: 7/24/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on July 24th, 2023 by Carol Rense



Carol Redler
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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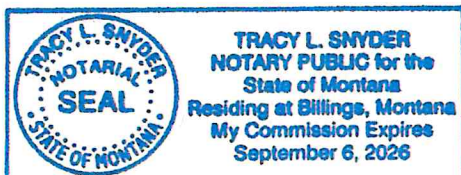
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Name (please print) Valarie Weber

Signature [Signature] Date: 7-24-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on July 24, 2023 by Tracy Snyder



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity?
N/A
3. What is the name of the immediate family member and what is their relationship to you?
N/A
4. What is the capacity/title of the family member at the entity?
N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) **N/A**

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

Name (please print) **Scott Twito**

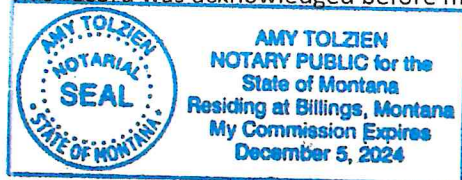
Signature

Date:

7-25-23

STATE OF MONTANA: County of Yellowstone

This record was acknowledged before me on **7-25-2023** by **Scott Twito**.



Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity?
N/A
3. What is the name of the immediate family member and what is their relationship to you?
N/A
4. What is the capacity/title of the family member at the entity?
N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) **N/A**

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Name (please print) **Amy Tolzien**

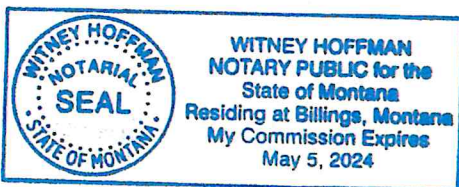
Signature

Date:

7/24/23

STATE OF MONTANA: County of Yellowstone

This record was acknowledged before me on **July 24 2023** by **Amy Tolzien**.



Witney Hoffman
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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1. Do you have an immediate family member that is an owner, manager, or director of an entity that the County does business with? (Yes/No/N/A) yes
2. What is the name of the entity? Ostlund Fine
3. What is the name of the immediate family member and what is their relationship to you? Tary Ostlund Brother
4. What is the capacity/title of the family member at the entity? owner
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) NO

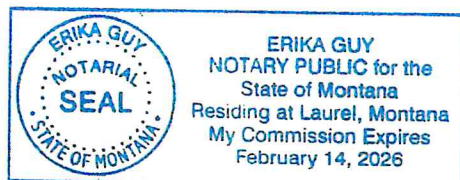
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Name (please print) John Ostlund

Signature [Signature] Date: 7/26/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 7/26/23 by John Ostlund



Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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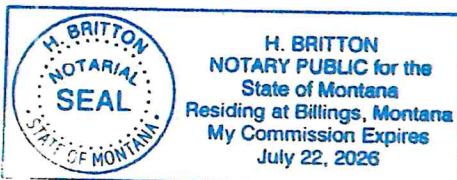
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Name (please print) Michael Powell

Signature Michael Powell Date: 7-25-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on July 25, 2023 by Michael Powell



H. Britton
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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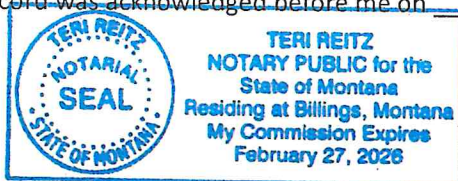
Name (please print) Kevan Bryan

Signature Kevan Bryan

Date: 7/25/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 7/25/23 by Kevan Bryan



Teri Reitz
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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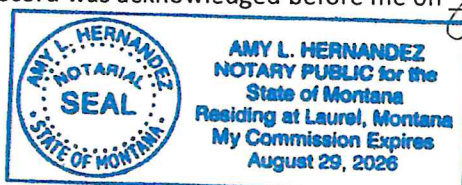
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Name (please print) Tim Kaczmarek

Signature [Signature] Date: 7-24-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on July 24, 2023 by Tim Kaczmarek



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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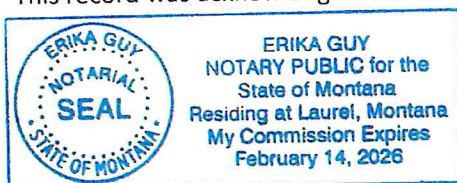
Name (please print) Joe Lockwood

Signature Joe Lockwood

Date: 7/24/2023

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 7/24/23 by Joe Lockwood



Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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Name (please print) JEFF SLAVICK

Signature [Signature] Date: 7/24/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on

24th July 2023 by Jeff Slavick



AMY L. HERNANDEZ
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
August 29, 2026

[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

In order to ensure compliance with County's Conflict of Interest Policy #93-04; and MCA 2-2-201 thru 207 and 7-5-2106; and to complete footnote disclosure for the County's financial statements, it is necessary that Yellowstone County obtain a notarized affidavit and maintain a "Related Party List".

A related party is defined, in part, as an immediate family member (self, mother, father, daughter, son, spouse, sister, brother) who is an owner, a manager, or director of an entity that the County does business with.

An official that may have a related party transaction(s) may not constitute, in itself, illegality in any way, or cancellation of those related party transactions.

Please answer the following questions, sign, date, and return the letter to the Auditor's Office by 08/31/23. If you have more than one related party to report, please make additional copies of this letter. If you do not have any related parties to report, please sign the affidavit, date, get form notarized, and return this letter. Thank you.

1. Do you have an immediate family member that is an owner, manager, or director of an entity that the County does business with? (Yes/No/N/A)) No
2. What is the name of the entity?

3. What is the name of the immediate family member and what is their relationship to you?

4. What is the capacity/title of the family member at the entity?

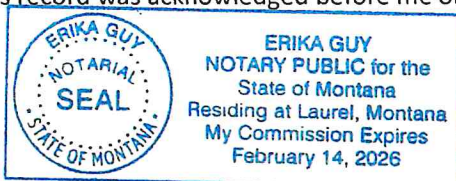
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) _____

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

Name (please print) Mark Morse

Signature [Signature] Date: 07.24.2023

STATE OF MONTANA :County of Yellowstone
This record was acknowledged before me on 7/24/23 by Mark Morse



[Signature]
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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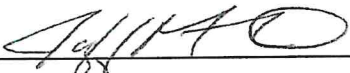
1. Do you have an immediate family member that is an owner, manager, or director of an entity that the County does business with? (Yes/No/N/A) No
2. What is the name of the entity?

3. What is the name of the immediate family member and what is their relationship to you?

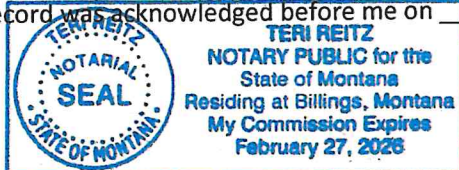
4. What is the capacity/title of the family member at the entity?

5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) _____

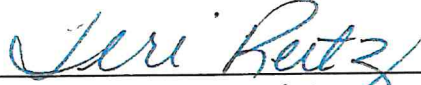
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Name (please print) JEFF MARTIN
Signature  Date: 7/24/23

STATE OF MONTANA :County of Yellowstone
This record was acknowledged before me on



7/24/23 by JEFF MARTIN


Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity? N/A
3. What is the name of the immediate family member and what is their relationship to you? N/A
4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) N/A

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

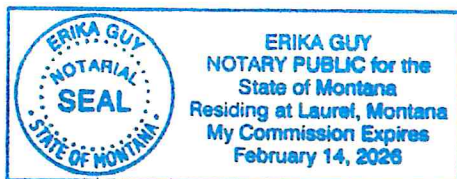
Name (please print) Tami Kelling

Signature Tami Kelling

Date: 7/24/23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 7/24/23 by Tami Kelling



Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

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2. What is the name of the entity?

3. What is the name of the immediate family member and what is their relationship to you?

4. What is the capacity/title of the family member at the entity?

5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) _____

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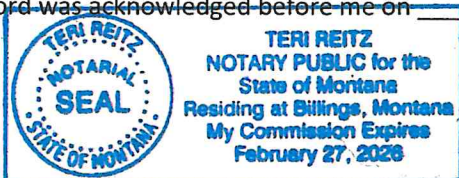
Name (please print) Jennifer Jones

Signature Jennifer Jones

Date: 7.24.23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 7/24/23 by Jennifer Jones



Teri Reitz
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

In order to ensure compliance with County's Conflict of Interest Policy #93-04; and MCA 2-2-201 thru 207 and 7-5-2106; and to complete footnote disclosure for the County's financial statements, it is necessary that Yellowstone County obtain a notarized affidavit and maintain a "Related Party List".

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2. What is the name of the entity? N/A
3. What is the name of the immediate family member and what is their relationship to you? N/A
4. What is the capacity/title of the family member at the entity? N/A
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) N/A

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

Name (please print) Dwight Vigness

Signature Dwight Vigness

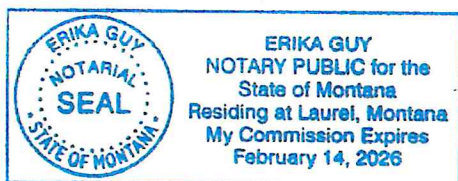
Date: 7-21-23

STATE OF MONTANA :County of Yellowstone

This record was acknowledged before me on 7/21/23

by

Dwight Vigness
Erika Guy



Erika Guy
Notary Public for the State of Montana

Date: July 21, 2023

To: County Elected Officials and Department Heads

From: Tanya McWilliams, Yellowstone County Deputy Auditor

In order to ensure compliance with County's Conflict of Interest Policy #93-04; and MCA 2-2-201 thru 207 and 7-5-2106; and to complete footnote disclosure for the County's financial statements, it is necessary that Yellowstone County obtain a notarized affidavit and maintain a "Related Party List".

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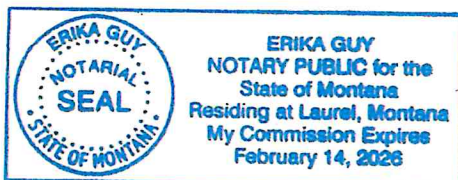
1. Do you have an immediate family member that is an owner, manager, or director of an entity that the County does business with?
(Yes/No/N/A)) Yes
2. What is the name of the entity?
MT Department of Public Health & Human Services
3. What is the name of the immediate family member and what is their relationship to you?
Terry Ray, Spouse
4. What is the capacity/title of the family member at the entity?
Public Health System Improvement Coordinator / System Improvement Office Supervisor
5. Do you, having County supervisory/purchasing authority, conduct business with the above named entity on behalf of the County? (Yes/No) No

I have read and am aware of my responsibilities under §§ 2-2-201 to -207, MCA as an elected official and/or department head, Commissioners have additional conflict of interest conduct rules under §§ 7-5-2106 MCA. I will not have any personal interest in sales or purchases made by me in my official capacity. To the best of my knowledge, I have not violated any part of these statutes during the past year in my capacity as a Yellowstone County Officer.

Name (please print) Katherine V. Aldrich

Signature [Signature] Date: July 21, 2023

STATE OF MONTANA :County of Yellowstone
This record was acknowledged before me on 7/21/23 by Katherine Aldrich



Erika Guy
Notary Public for the State of Montana

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Policy Coordinating Committee Board Minutes

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Policy Coordinating Committee Board Minutes

POLICY COORDINATING COMMITTEE APPROVED MINUTES AUGUST 29, 2023



NOTICE

Public comment will be taken only during the Public Comment periods as indicated on the agenda. Comments may be sent to Planning Staff via email before 10:00 AM on the meeting date. All e-mails received prior to this time will be read into the record for the public hearing.

Member Participants: Chairman John Ostlund, Board of County Commissioners; Planning Board President Dennis Cook, Yellowstone County Planning Board, Kurtis Schneiber, MDT.

Staff Participants: Scott Walker, Transportation Coordinator, Planning & Community Services Department; Rusty Logan, Transit Manager; Sarah Graham, MET Administrative Coordinator; Brenda Berns, Planning Clerk

Virtual: Wyeth Friday, Direction Community Services Planning Dept; Lora Mattox, Transportation Planner.

Call to Order: 12:03 PM. Chairman Ostlund called the meeting to order and welcomed everyone in attendance. The Pledge of Allegiance was recited.

3. Public Comment/Communication from the Audience

a. Comments on items not on the agenda and requests to add items to future agendas.

b. Comments on items on the Non-public and Public Agenda Items

There were no comments from the audience regarding agenda or future agenda items.

4. Motion. Minutes of July 18, 2023

A motion was made by Planning Board President Dennis Cook, seconded by Yellowstone County Planning Board member Kurtis Schneiber to approve the minutes of July 18, 2023. The motion carried with a unanimous voice vote.

4. Old Business: There is no Old Business.

5. New Business

5a. Motion. 2024 Billings Unified Planning Work Program (UPWP). Scott Walker, Transportation Planning Coordinator; Rusty Logan, Transit Manager.

Scott Walker opened this agenda item stating the 2024 UPWP is the fiscal budget for our staff on the MPO and Transit sections and presented an overview of the program.

Recommendation

Staff recommends the Policy Coordinating Committee review the Final Draft of the 2024 UPWP and act at this meeting. Action should be consistent with the individual approvals already conducted by the City of Billings, Yellowstone County, and the Planning Board.

POLICY COORDINATING COMMITTEE APPROVED MINUTES AUGUST 29, 2023

Background

The City-County Planning Division is presenting the 2024 Unified Planning Work Program (UPWP) for the Billings Policy Coordinating Committee (PCC). At this meeting, the Committee is scheduled to review the document and act on the UPWP. The UPWP is primarily for the purpose of programming the federal dollars that Billings receives from the Federal Highway Administration (FHWA) for transportation planning and the Federal Transit Administration (FTA) for transit (MET) planning. These funds are passed through the Montana Department of Transportation (MDT). All transportation planning activities are included in the UPWP so that it represents a comprehensive document for the urban transportation planning program. This UPWP proposes planning activities for Federal Fiscal Year 2024, which runs from October 1, 2023, through September 30, 2024. This UPWP corresponds directly with the Planning Division's annual work plan. The significant changes in this year's program include completion of the update to the Bikeway and Pedestrian Master Plan, transportation specific analysis and updates to two neighborhood plans as well as a feasibility study for the 21st Street Underpass. The Transit section is Chapter II of the UPWP. The document is consistent with past programs in its content and format.

Fiscal Effects

Approval of the 2024 UPWP allows the City to access Federal funds for transportation planning in the community. Federal and local funds are combined to provide most of the planning work done by the Planning Division for the City and the County. If the UPWP is not approved, there would be a significant loss of resources for community planning and the community's ability to manage transportation planning projects and programs would be severely limited. The breakdown of funding sources for the FY 2024 UPWP is estimated below: \$260,000 Planning Dept. Fee Revenue (City of Billings) \$170,000 Planning Dept. Fee Revenue (Yellowstone County) \$525,000 Yellowstone County Planning Levy \$1,447,790 Federal Planning (PL) Allocation \$2,472,790 Total Local and Federal Program Funding (UPWP).

Rusty Logan, Transit Manager gave an overview of the Transit Section of the UPWP, He noted it is structured into separate elements with specific activities and functions outlined within each element. The two MPO's coming on board must be fully functioning before any impact is seen on the Transit side. There has been an increase in Federal funding for the Transit planning urbanized area, with a little carry-over from the previous year.

Transit 2023 projects have required plan updates, (PTASP, DBE, TAM), and continued development and implementation of policy and practices to support training and safety. Transit has seen completed implementation activities, including route timings, schedule creation, along with the completed Master Bus Stop plan.

Transit 2024 priorities are the ongoing capital and equipment planning, including a complete Transit Sustainability and Governance Study. We will be assessing current Paratransit

POLICY COORDINATING COMMITTEE

APPROVED MINUTES AUGUST 29, 2023

eligibility processes and recommend or develop improvements, along with analysis of fares and services.

Scott Walker continued with the 2024 UPWP Review Schedule and requested the recommendation to move the UPWP document forward to MDT, FHWA, and FTA.

Discussion

Chairman John Ostlund referred to a previous conversation regarding the Complete Streets and stated it was very important issue. He said the State of Montana and Yellowstone County did not adopt Complete Streets in approving the Unified Planning Work Program that references Complete Streets, instead of Alternative Modes of Transportation. He noted, with the Complete Streets language, it could jeopardize the County's funding and increase the amount of engineering that would be necessary for the road system. He would accept a motion to approve the 2024 UPWP that clearly denotes that Yellowstone County and the Department of Transportation do not and have not approved Complete Streets.

Chairman Ostlund asked Scott Walker to cease from referring to Complete Streets in the UPWP. Scott said the previous Commissioners meeting conversation regarding the Complete Streets language, was taken to heart. Chairman Ostlund commented he did not believe it was considered. Scott stated it was taken out of the document as it relates to Yellowstone County. Scott continued, the language remained in the document as it relates to the City of Billings but was removed as it related to the County.

Chairman Ostlund said the document did not refer to the State, and the State was a big part of the whole process, for which they are not included. Scott said he is aware the State has not accepted it.

Board member Schneiber asked what the specific language is in the document.

Scott Walker said the document was amended regarding the reference to Complete Streets, as it referred to Yellowstone County and that was taken out per the Commissioner's request. There is no other reference to Complete Streets as it refers to Yellowstone County in the document.

Chairman Ostlund asked if there was a reference to Complete Streets in the document as it refers to the Department of Transportation or if there is clarity in it.

Scott stated there was not.

Chairman Ostlund stated he wanted the motion to include that Alternative Modes of Transportation are of the 2024 renewal, but the Complete Streets does not apply to Yellowstone County or Department of Transportation.

Scott offered that a special notation could be added to make the distinction requested by Chairman Ostlund. He reaffirmed the document only references the City, and that's all it references as it stands today.

Board member Schneiber said it seemed fair in his opinion.

Motion

Chairman Ostlund; Motion. PCC will approve the 2024 UPWP but would eliminate any language that refers to Yellowstone County or Montana Department of Transportation with

POLICY COORDINATING COMMITTEE APPROVED MINUTES AUGUST 29, 2023



regards to Complete Streets and include only Alternative Modes of Transportation the Federal Government wants.

Motion by Board member Kurtis Schneiber, and seconded by Planning Board President Dennis Cook to approve with amendment, the 2024 Billings Unified Planning Work Program (UPWP) presented by staff.

Discussion

Chairman Ostlund asked if there was any discussion on the Motion. There was no discussion. **The motion carried with a unanimous voice vote.**

Chairman Ostlund expressed additional concern, stating the Complete Streets program the department has statewide, will create a funding mechanism for the County that will be hugely expensive.

Scott Walker said Federal guidelines are being followed.

6. Other Business There is no Other Business.

7. Future Agenda Item

- a. Transportation Improvement

ADJOURNMENT: 12:21 PM

Meeting minutes approved by a motion.

Brenda J Berns, Planning Clerk

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Disbursements and Checks for August 2023

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Disbursements and Checks for August 2023

BACKGROUND:

See attached.

RECOMMENDED ACTION:

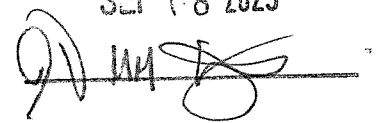
Place to file.

Attachments

Clerk of Court Disbursements

End of Period Disbursement Detail
 Bank Account: Wells Fargo - 9505883054925
 From 09/05/2023 to 09/05/2023
 Total Only

Yellowstone County Commissioners
 RECEIVED

SEP 08 2023


Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount
Account 200-0001 - Adoptive Services Special Revenue 7462					
Account 200-0001 Total:					\$922.50
To correct accts for Jury Ck 928119 Disb 33609 for 322.50 on 6.26.23 DC-20-1260 Should be Jury Witness Mileage not Adoptive Special Services Per Valerie Miller email on 8.2.2023 at noon					
Account 200-0155 - Billings Drug Fund City 7850-000-021240					
Account 200-0155 Total:					\$5,189.93
Account 200-0450 - District Court Fund					
Account 200-0450 Total:					\$4,160.50
Account 200-0500 - Domestic Violence Intervention Program 7468					
Account 200-0500 Total:					\$1,911.00
Account 200-0525 - Felony Surcharge					
Account 200-0525 Total:					\$3,109.12
Account 200-0550 - Fines 7466					
Account 200-0550 Total:					\$12,005.97
Account 200-0650 - Indigent Legal 7466					
Account 200-0650 Total:					\$1,789.56
Account 200-0700 - Misdemeanor Surcharge					
Account 200-0700 Total:					\$226.96
Account 200-0780 - Drug Forfeiture Due to State 7450.000.000.021220.0					
Account 200-0780 Total:					\$125.00
Account 200-0800 - State General 7461					
Account 200-0800 Total:					\$15,777.00
Account 200-0850 - State General Additional Filing Fee 7461					
Account 200-0850 Total:					\$4,050.00
Account 200-0900 - State General Commencement of Action 7463					
Account 200-0900 Total:					\$9,270.00
Account 200-0950 - State General Dissolution 7464					
Account 200-0950 Total:					\$9,180.00
Account 200-1000 - State General Legal Separation 7465					
Account 200-1000 Total:					\$150.00
Account 200-1050 - Technology Surcharge 7458					
Account 200-1050 Total:					\$3,739.16

End of Period Disbursement Detail

Bank Account: Wells Fargo - 9505883054925

From 09/05/2023 to 09/05/2023

Total Only

Check Number: None					
Date	Description	Case Number	Payer	Citation No.	Amount
Account 200-1200 - Victim Witness Admin Fee					
Account 200-1200 Total:					\$34.95
Account 200-1250 - Victim Witness Surcharge					
Account 200-1250 Total:					\$1,557.79
Check Total:					\$ 73,199.44
Report Total:					\$73,199.44

Fine Fee Summary

From 08/01/2023 06:01 AM to 08/31/2023 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts**Bond Payment**

Criminal Bond	7,500.00
Subtotal:	7,500.00

Case Payment

Billings Drug Forfeiture Fund	4,757.60
Billings Drug Fund City	430.00
Case Payment Overage	7.02
Felony Surcharge	2,623.84
Fine	9,774.60
Legal Fee	1,991.38
MHP Drug Fund	125.00
Misdemeanor Surcharge	150.00
Public Defender Fee	1,537.73
Technology Surcharge	260.00
Victim Witness Admin Fee	19.00
Victim Witness Surcharge	1,173.30
Subtotal:	22,849.47

Civil Filing Payment

Adoption	840.00
Appearance	770.00
Authenticated or Exemplified	6.00
Commencement of Action or Proceedings / Invalidity	3,460.00
Executions, Orders of Sale, Writs	45.00
Guardianship/Conservatorship Probate/ Formal And Informal	3,500.00
Judgment Entry From Prevailing Party	1,500.00
Marriage License	7,791.00
Paternity	240.00
Petition For Contested Amendments to Parenting Plan	240.00
Petition For Dissolution	5,400.00
Substitution of Judge	100.00
Transfer to another Court / Change of Venue	5.00
Subtotal:	23,897.00

Misc. Payment

Authentication or Exemplification Fee	18.00
Certification With A Seal	568.00
Copies - 11 Pages or More	497.50
Copies - First 10 Pages	363.00
Copies by Email, Fax, etc - Outgoing	533.00
Copies, Packets, Forms	20.00
Copy of Decree of Dissolution	730.00
Copy of Marriage License	430.00

Fine Fee Summary

From 08/01/2023 06:01 AM to 08/31/2023 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts**Misc. Payment**

Fax	13.00
Judgment Entry from Prevailing Party	100.00
Postage	17.00
Searches - 1st Seven Years \$2 Per Name Per Year	76.00
Searches - After 7th Year \$1 Per Name Per Year	1.00
Substitution of Judge	100.00

Subtotal: 3,466.50

Trust Receipt

Trust	50,000.00
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Subtotal: 50,000.00

Unapplied Receipt Accept

Unapplied Receipt	23,267.49
-------------------	-----------

Subtotal: 23,267.49

Total Receipts: 130,980.46**Transfers****Case Payment**

Billings Drug Fund City	2.33
Felony Surcharge	485.28
Fine	50.08
Legal Fee	189.91
Misdemeanor Surcharge	76.96
Public Defender	8.37
Public Defender Fee	243.46
Technology Surcharge	129.16
Victim Witness Admin Fee	15.95
Victim Witness Surcharge	384.49

Subtotal: 1,585.99

Civil Filing Payment

Appearance	3,500.00
Commencement of Action or Proceedings / Invalidity	8,760.00
Executions, Orders of Sale, Writs	320.00
Foreign Judgment	180.00
Judgment Entry From Prevailing Party	1,000.00
Petition For Contested Amendments to Parenting Plan	360.00
Petition For Dissolution	5,400.00
Petition For Legal Separation	180.00
Substitution of Judge	500.00
Transcript of Judgment	1,000.00
Transfer to another Court / Change of Venue	5.00

Fine Fee Summary

From 08/01/2023 06:01 AM to 08/31/2023 06:00 PM

All Case Types and Sub-Types

All Clerks

Transfers

Civil Filing PaymentSubtotal: 21,205.00**Total Transfers:** 22,790.99**Report Total:** **153,771.45**

13th Judicial District Court, Yellowstone County
Report of Jury Service Costs and
Monthly Reimbursement Summary
for August-23

<u>Total Transactions (See Attached Transaction Report):</u>	\$10,177.68
Less Voided Items	\$0.00
	\$0.00
	\$0.00
	<u>\$10,177.68</u>

Adjustments to Total Transactions:

Jury Meals:

7/17-7/24/2023: DV 21-163

Total paid to Jimmy Johns	\$ 147.95	
Reduced for Juror Tip/Bailiff Meals	\$ (70.72)	
Amount over allowable total to be reimbursed	\$ 77.23	\$ (70.72)

7/31-8/10/2023: DC 22-1535

Total paid to Jimmy Johns	\$ 132.08	
Reduced for Juror Tip/Bailiff Meals	\$ (42.93)	
Amount over allowable total to be reimbursed	\$ 89.15	\$ (42.93)
Subtotal		\$ (113.65)

Postage Reimbursements (Witness & Juror Summons/Payments):

7/17/2023	DV 21-163	Pedro Lopez	vs	Indemnity Insurance Company, et al.	\$82.28
7/24/2023	DC 22-725	State of Montana	vs	Darrell Edward Mesplie, Jr.	\$45.32
7/31/2023	DC 23-66	State of Montana	vs	Phillip Earnest Cotter, Jr.	\$58.96
7/31/2023	DC 23-20	State of Montana	vs	Tyler Ray Young	\$84.92
8/2/2023	DC 23-110	State of Montana	vs	Bobby James Laney	\$55.00
8/7/2023	DC 22-717	State of Montana	vs	Cynthia Gayle Smells	\$58.96
8/14/2023	DC 21-922	State of Montana	vs	Ross Harrison Martin	\$53.68
8/7/2023	DC 22-1535	State of Montana	vs	Daniel Wayne Brusard	\$92.40
8/21/2023	DC 22-1190	State of Montana	vs	Dennis Dale Mackey	\$45.32
8/28/2023	DC 22-932	State of Montana	vs	Cari Jo Ross	\$53.24
				Subtotal	\$630.08

Supplies Reimbursements (Mailing Supplies):

7/17/2023	DV 21-163	Pedro Lopez	vs	Indemnity Insurance Company, et al.	\$28.72
7/24/2023	DC 22-725	State of Montana	vs	Darrell Edward Mesplie, Jr.	\$14.42
7/31/2023	DC 23-66	State of Montana	vs	Phillip Earnest Cotter, Jr.	\$18.76
7/31/2023	DC 23-20	State of Montana	vs	Tyler Ray Young	\$29.50
8/2/2023	DC 23-110	State of Montana	vs	Bobby James Laney	\$17.50
8/7/2023	DC 22-717	State of Montana	vs	Cynthia Gayle Smells	\$18.76
8/14/2023	DC 21-922	State of Montana	vs	Ross Harrison Martin	\$17.08
8/7/2023	DC 22-1535	State of Montana	vs	Daniel Wayne Brusard	\$32.48
8/21/2023	DC 22-1190	State of Montana	vs	Dennis Dale Mackey	\$14.42
8/28/2023	DC 22-932	State of Montana	vs	Cari Jo Ross	\$16.94
				Subtotal	\$208.58

<u>Total Adjustments:</u>	<u>\$ 838.66</u>
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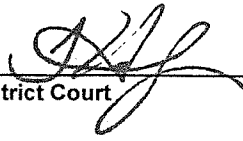
Total Reimbursement Requested for:

August-23

\$11,016.34

Review by: _____

Clerk of District Court

A handwritten signature in black ink, appearing to be 'DJF', is written over a horizontal line. The signature is stylized with a large 'D' and a long, sweeping 'J'.

YELLOWSTONE COUNTY DISTRICT COURT
Transaction Listing
From 08/01/2023 to 08/31/2023
General Ledger Accounts 200-1300 through 200-1365
Totals Only

Date	Account	Debit Amount	Credit Amount
Posted on 8/11/2023	200-1300- Jury Fees/Mileage	\$ 3,860.89	
	200-1325- Jury Meals	\$ 147.95	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ 1,006.00	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 8/11/2023	\$ 5,014.84	\$ -
Posted on 8/21/2023	200-1300- Jury Fees/Mileage	\$ 1,839.43	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 8/21/2023	\$ 1,839.43	\$ -
Posted on 8/21/2023	200-1300- Jury Fees/Mileage	\$ 3,234.26	
	200-1325- Jury Meals	\$ 89.15	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 8/21/2023	\$ 3,323.41	\$ -
Total Transactions		\$ 10,177.68	\$ -

Yellowstone District Court

User: CUA654

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 928305 TO: 928382

Check Number	Check Date	Payee	Amount	Status	Cleared Date
928305	08/21/2023	ADAMS DANIEL BRETT	\$193.60	Outstanding	
928306	08/21/2023	AMUNDSON GEORGIA R	\$13.76	Outstanding	
928307	08/21/2023	ANDERSON CHERI P	\$23.70	Outstanding	
928308	08/21/2023	AUSTIN VANESSA ROSE	\$123.40	Outstanding	
928309	08/21/2023	BAHR GAYLE	\$14.93	Outstanding	
928310	08/21/2023	BARNHART APRIL SUE	\$13.17	Outstanding	
928311	08/21/2023	BAUTISTA CHRISTIAN JAVIER	\$12.00	Outstanding	
928312	08/21/2023	BERTAGNOLLI JILL ELIZABETH	\$32.48	Outstanding	
928313	08/21/2023	BEVERLY JENNIFER RAE	\$21.36	Outstanding	
928314	08/21/2023	CARSTENS BRENT	\$17.85	Outstanding	
928315	08/21/2023	CAVAN TIMOTHY J	\$14.93	Outstanding	
928316	08/21/2023	CLARK MALCOLM P	\$17.85	Outstanding	
928317	08/21/2023	COURTNEY KLOEPFER MICHELLE CHEREE	\$29.55	Outstanding	
928318	08/21/2023	CRAWFORD CHARLI ROSE	\$16.10	Outstanding	
928319	08/21/2023	DAVIS RYAN	\$31.89	Outstanding	
928320	08/21/2023	DECKER JASON	\$114.04	Outstanding	
928321	08/21/2023	DIRKSON NIKOLAS RAY	\$14.93	Outstanding	
928322	08/21/2023	EBERT SHIRLEY L	\$135.10	Outstanding	
928323	08/21/2023	ECKER MARYJO GRAY	\$123.40	Outstanding	
928324	08/21/2023	EDINGER KIMBERLY DAVENPORT	\$123.40	Outstanding	
928325	08/21/2023	ELISHA SHANON L	\$15.51	Outstanding	
928326	08/21/2023	GROSULAK ALEKSEI PETER	\$118.72	Outstanding	
928327	08/21/2023	GROSULAK AMY LYNN	\$15.51	Outstanding	
928328	08/21/2023	GRUIZENG KERRY	\$13.17	Outstanding	
928329	08/21/2023	HANSON ROBERT L	\$17.85	Outstanding	
928330	08/21/2023	HAUCK KAYLENE	\$20.78	Outstanding	
928331	08/21/2023	HECKEL MARY	\$16.68	Outstanding	
928332	08/21/2023	HEIN CASSIDY RAYMARIE	\$193.60	Outstanding	
928333	08/21/2023	HEIN DUSTY ALLEN	\$207.64	Outstanding	
928334	08/21/2023	HERMAN DALE	\$18.44	Outstanding	
928335	08/21/2023	HIGBEE ASHLEY ROSE	\$104.68	Outstanding	
928336	08/21/2023	HIRT CHRIS	\$21.95	Outstanding	
928337	08/21/2023	HOFER ALICE OTOOLE	\$41.25	Outstanding	
928338	08/21/2023	HOFER KARLA	\$42.42	Outstanding	
928339	08/21/2023	HULL CLINTON J	\$13.76	Outstanding	
928340	08/21/2023	HUNT SONDRALYNN	\$16.10	Outstanding	
928341	08/21/2023	HUSCHKA JOAN DELAO	\$14.93	Outstanding	
928342	08/21/2023	JACKSON SOPHIA ANN	\$14.34	Outstanding	
928343	08/21/2023	JOKI KARMEN V	\$14.93	Outstanding	
928344	08/21/2023	KELLER RANDAL J	\$24.87	Outstanding	
928345	08/21/2023	KROLL LORRI L	\$13.17	Outstanding	
928346	08/21/2023	KUCK BONNIE G	\$19.02	Outstanding	

Check Register Number Range
 For Bank Account: Jury Funds - 9705883054925
 FROM: 928305 TO: 928382

Check Number	Check Date	Payee	Amount	Status	Cleared Date
928347	08/21/2023	KUSKE RICHARD J	\$23.70	Outstanding	
928348	08/21/2023	LARSEN MICHAELA ELIZABETH	\$17.85	Outstanding	
928349	08/21/2023	LAUBACH BRETT RICHARD	\$16.68	Outstanding	
928350	08/21/2023	LAWLER MARK	\$20.78	Outstanding	
928351	08/21/2023	LEICHNER MARY C	\$13.17	Outstanding	
928352	08/21/2023	MAY ZACHARY JOSHUA	\$135.10	Outstanding	
928353	08/21/2023	MILLER KEVIN	\$21.36	Outstanding	
928354	08/21/2023	MILLER TRISHA LYNN	\$19.02	Outstanding	
928355	08/21/2023	MILOHOV NICOLE DENISE	\$19.02	Outstanding	
928356	08/21/2023	MOHANRAO AMRITHA	\$20.19	Outstanding	
928357	08/21/2023	MOLYNEAUX LINDA R	\$132.76	Outstanding	
928358	08/21/2023	PETERS CAMERON EUGENE	\$16.10	Outstanding	
928359	08/21/2023	PHILLIPS ASHLEY KATHLEEN	\$27.21	Outstanding	
928360	08/21/2023	PIRAMI RICKY JOSEPH	\$18.44	Outstanding	
928361	08/21/2023	PRICHARD MARCUS PAUL	\$14.93	Outstanding	
928362	08/21/2023	PRYOR STEVEN G	\$23.70	Outstanding	
928363	08/21/2023	REICHENBACH NATHANIEL JACOB	\$14.93	Outstanding	
928364	08/21/2023	ROBERTS JORDAN LEE	\$17.85	Outstanding	
928365	08/21/2023	SCHLOSSER NICOLE	\$17.85	Outstanding	
928366	08/21/2023	SCOTT DEVIN RANDALL	\$17.85	Outstanding	
928367	08/21/2023	SERPE RONALD J	\$15.51	Outstanding	
928368	08/21/2023	SHENEMAN LARRY D	\$15.51	Outstanding	
928369	08/21/2023	SIELER THOMAS	\$35.40	Outstanding	
928370	08/21/2023	STANEK JOHN E	\$17.85	Outstanding	
928371	08/21/2023	STARK JUSTIN WADE	\$13.17	Outstanding	
928372	08/21/2023	STEPHENS CADEN SAMUEL	\$17.85	Outstanding	
928373	08/21/2023	STRUCKMAN PENNY	\$13.17	Outstanding	
928374	08/21/2023	TORRES RUBEN	\$17.27	Outstanding	
928375	08/21/2023	TWICHEL KENNETH K	\$33.06	Outstanding	
928376	08/21/2023	VANBUREN DAVID C	\$14.93	Outstanding	
928377	08/21/2023	WALDEN JENNIFER LYNN	\$114.04	Outstanding	
928378	08/21/2023	WALLACE BRANDON M	\$44.18	Outstanding	
928379	08/21/2023	WILSON JAMES Y	\$21.36	Outstanding	
928380	08/21/2023	WINK KELLY L	\$170.20	Outstanding	
928381	08/21/2023	WOOD ROBERT W	\$15.51	Outstanding	
928382	08/21/2023	Jimmy Johns	\$132.08	Outstanding	
Totals	Number of Checks: 78		Total:	\$3,366.34	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 08/21/2023 TO: 08/21/2023

Check Number	Check Date	Payee	Amount	Status	Cleared Date
928243	08/21/2023	BARCUS BARBARA	\$52.34	Outstanding	
928244	08/21/2023	BARTHEL CRAIG ANTHONY	\$17.27	Outstanding	
928245	08/21/2023	BARTON AMANDA	\$67.55	Outstanding	
928246	08/21/2023	BEIERWALTES DANIEL WALTER	\$17.85	Outstanding	
928247	08/21/2023	BENTZ CHRISTOPHER BRYAN	\$13.17	Outstanding	
928248	08/21/2023	BERISH JOHN T	\$61.70	Outstanding	
928249	08/21/2023	BISHOP TRAVIS	\$20.19	Outstanding	
928250	08/21/2023	BRYSON SHANE MICHAEL	\$16.10	Outstanding	
928251	08/21/2023	CAMPBELL JAMES P	\$13.17	Outstanding	
928252	08/21/2023	CASTLES CARL	\$18.44	Outstanding	
928253	08/21/2023	CAVANAGH ADAM	\$30.72	Outstanding	
928254	08/21/2023	CECIL COLT SPENCER	\$55.85	Outstanding	
928255	08/21/2023	COE CATHY MAE	\$13.76	Outstanding	
928256	08/21/2023	COOMBS JOHN	\$16.68	Outstanding	
928257	08/21/2023	CUEVA ANNA MERCEDEZ	\$16.10	Outstanding	
928258	08/21/2023	FLEMING CLAUDIA R	\$17.27	Outstanding	
928259	08/21/2023	GLOOR DEBRA R	\$20.19	Outstanding	
928260	08/21/2023	HAGEMAN WILLIAM WAYNE	\$32.48	Outstanding	
928261	08/21/2023	HILDRETH CORNELIA	\$35.40	Outstanding	
928262	08/21/2023	HOFFMANN JASMINE	\$55.85	Outstanding	
928263	08/21/2023	HUNTER BARBARA JEANNE	\$40.08	Outstanding	
928264	08/21/2023	KAISER JAMES	\$16.68	Outstanding	
928265	08/21/2023	KELLY KARLISSA	\$15.51	Outstanding	
928266	08/21/2023	KING MITCHELL JAMES	\$19.61	Outstanding	
928267	08/21/2023	KNUTSON ADAM D	\$30.72	Outstanding	
928268	08/21/2023	KRUEGER MARK A	\$12.00	Outstanding	
928269	08/21/2023	KUNZ STEVEN R	\$27.21	Outstanding	
928270	08/21/2023	KUNZE BARBARA	\$15.51	Outstanding	
928271	08/21/2023	LARIMER JOSEPH A	\$17.85	Outstanding	
928272	08/21/2023	LOOPE DONNA ROYCE	\$15.51	Outstanding	
928273	08/21/2023	MIELKE TERESA I	\$22.53	Outstanding	
928274	08/21/2023	MORTENSEN KATHLEEN L	\$67.55	Outstanding	
928275	08/21/2023	PALAORO THOMAS A	\$61.70	Outstanding	
928276	08/21/2023	PEEBLES THANE WILLIAM	\$17.27	Outstanding	
928277	08/21/2023	PORTER JEDEDIAH	\$17.27	Outstanding	
928278	08/21/2023	REED MEGAN ELIZABETH	\$15.51	Outstanding	
928279	08/21/2023	REITER STEVEN THOMAS	\$61.70	Outstanding	
928280	08/21/2023	REITZ SUSAN BALTER	\$55.85	Outstanding	
928281	08/21/2023	RICHARDSON BRENNEN JESSE	\$17.85	Outstanding	
928282	08/21/2023	RIEKE BOBBY KAY	\$14.34	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 08/21/2023 TO: 08/21/2023

Check Number	Check Date	Payee	Amount	Status	Cleared Date
928283	08/21/2023	RIENHART BROOKE NICOLE	\$47.10	Outstanding	
928284	08/21/2023	ROBERTUS TAMMY KAYRENE	\$29.55	Outstanding	
928285	08/21/2023	RONAN LISA MARIE	\$19.61	Outstanding	
928286	08/21/2023	ROSS LISA M	\$17.85	Outstanding	
928287	08/21/2023	SCHROCK DIANA MARIE	\$53.51	Outstanding	
928288	08/21/2023	SENN MATTHEW J	\$12.59	Outstanding	
928289	08/21/2023	SLEETH MISTY MICHELLE	\$67.55	Outstanding	
928290	08/21/2023	SOLBERG CARL	\$66.38	Outstanding	
928291	08/21/2023	ST GERMAINE BRIANNE MARIE	\$14.93	Outstanding	
928292	08/21/2023	STANDLEY LAURA A	\$18.44	Outstanding	
928293	08/21/2023	STENE AMANDA G	\$22.53	Outstanding	
928294	08/21/2023	STEWART BRYCE PATRICK	\$26.04	Outstanding	
928295	08/21/2023	TABBERT LINDSEY RAI	\$36.57	Outstanding	
928296	08/21/2023	THOMPSON CAROLYN POWERS	\$22.53	Outstanding	
928297	08/21/2023	THOMPSON DAYNA CHRISTINE	\$17.85	Outstanding	
928298	08/21/2023	THOMPSON LILLIAN CORNING	\$13.76	Outstanding	
928299	08/21/2023	TIMMONS CURTIS E	\$53.51	Outstanding	
928300	08/21/2023	VOGL MARGARET A	\$29.55	Outstanding	
928301	08/21/2023	WHITTENBERGER BROCK POSTON	\$13.17	Outstanding	
928302	08/21/2023	WOHLGENANT MICHELLE	\$68.72	Outstanding	
928303	08/21/2023	YACKLEY MELISSA RONNELL	\$17.85	Outstanding	
928304	08/21/2023	ZEHMS CONNIE JEAN	\$15.51	Outstanding	
Totals	Number of Checks: 62		Total:	\$1,839.43	

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 07/24/2023 TO: 07/24/2023

Check Number	Check Date	Payee	Amount	Status	Cleared Date
928175	07/24/2023	CITY OF BILLINGS	\$3,136.00	Outstanding	
Totals	Number of Checks: 1		Total: \$3,136.00		

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 08/11/2023 TO: 08/11/2023

Check Number	Check Date	Payee	Amount	Status	Cleared Date
928176	08/11/2023	ALLEN CARLENE MARIE	\$13.76	Outstanding	
928177	08/11/2023	BENNETT TATIA LEIGH	\$15.51	Outstanding	
928178	08/11/2023	BERG ERIC	\$14.34	Outstanding	
928179	08/11/2023	BEVIER CATHRYN MARY	\$185.10	Outstanding	
928180	08/11/2023	BIANCHI-ROSSI TIMOTHY PAUL	\$290.40	Outstanding	
928181	08/11/2023	BRESTER RILEE NIKOLE	\$23.70	Outstanding	
928182	08/11/2023	BROSTE RYAN GENE	\$15.51	Outstanding	
928183	08/11/2023	BUEN BRIAN KENT	\$23.70	Outstanding	
928184	08/11/2023	CASTER JULIE M	\$41.25	Outstanding	
928185	08/11/2023	CITY OF BILLINGS	\$1,006.00	Outstanding	
928186	08/11/2023	COLES KADEN JOSEPH	\$14.34	Outstanding	
928187	08/11/2023	CRAMPTON KEVIN MATTHEW	\$21.95	Outstanding	
928188	08/11/2023	DAILEY JUDY	\$15.51	Outstanding	
928189	08/11/2023	DAVIDSON DARLA KAY	\$199.14	Outstanding	
928190	08/11/2023	DEJAEGHER NICOLE PATRICIA	\$262.32	Outstanding	
928191	08/11/2023	DEWITT CORDELL SCOTT	\$17.27	Outstanding	
928192	08/11/2023	DROSS LISA M	\$15.51	Outstanding	
928193	08/11/2023	EDWARDS TERESA	\$17.85	Outstanding	
928194	08/11/2023	ELLITHORPE ISABEL DAE	\$188.61	Outstanding	
928195	08/11/2023	FOLEY JAMES R	\$14.34	Outstanding	
928196	08/11/2023	FOSJORD VICKY	\$14.93	Outstanding	
928197	08/11/2023	GLOVER ALYSSA JUDITH	\$36.57	Outstanding	
928198	08/11/2023	GOULDSBERRY BRIAN D	\$20.19	Outstanding	
928199	08/11/2023	GRIM WHITNEY ROSA MARIE	\$171.06	Outstanding	
928200	08/11/2023	HARKERT MICHAEL W	\$17.27	Outstanding	
928201	08/11/2023	HARVEY KRISTAIN LEANN	\$15.51	Outstanding	
928202	08/11/2023	HOYT MORGAN BRETT	\$16.10	Outstanding	
928203	08/11/2023	Jimmy Johns	\$218.67	Outstanding	
928204	08/11/2023	KELLER REANN R	\$15.51	Outstanding	
928205	08/11/2023	KEYSERRUTSCHKE RYAN JAMES	\$14.34	Outstanding	
928206	08/11/2023	KLOECKNER CAROL LEAH	\$17.27	Outstanding	
928207	08/11/2023	KOSTELECKY LORI A	\$35.40	Outstanding	
928208	08/11/2023	LEISCHNER GAJE SCOTT	\$20.19	Outstanding	
928209	08/11/2023	LONGSHORE STEVEN E	\$17.85	Outstanding	
928210	08/11/2023	MCCALL GREGORY	\$17.85	Outstanding	
928211	08/11/2023	MCDANIEL LISA MARIE	\$17.85	Outstanding	
928212	08/11/2023	MCDAVID SUSAN K	\$185.10	Outstanding	
928213	08/11/2023	MENDIVE DILLON MARSHAL	\$30.72	Outstanding	
928214	08/11/2023	MICHEL TERRY	\$234.24	Outstanding	
928215	08/11/2023	MORAN DONALD E	\$16.10	Outstanding	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 08/11/2023 TO: 08/11/2023

Check Number	Check Date	Payee	Amount	Status	Cleared Date
928216	08/11/2023	NEWBURY CHRIS D	\$92.55	Outstanding	
928217	08/11/2023	PEACOCK CHRISTA LOUISE	\$19.02	Outstanding	
928218	08/11/2023	PITTS RICKY R	\$17.85	Outstanding	
928219	08/11/2023	RABE MEDUNA RITA JO	\$13.76	Outstanding	
928220	08/11/2023	RAMAEKER MIKAYLA	\$220.20	Outstanding	
928221	08/11/2023	REED LIANN MAIRI	\$13.17	Outstanding	
928222	08/11/2023	RIOJAS HIDALGO DEISZA REI	\$14.34	Outstanding	
928223	08/11/2023	ROBSON DALE E	\$16.10	Outstanding	
928224	08/11/2023	SCHAEFER JAMES T	\$35.40	Outstanding	
928225	08/11/2023	SINGH GENEVA P	\$16.68	Outstanding	
928226	08/11/2023	SMITH GABRIEL ROWAN	\$17.27	Outstanding	
928227	08/11/2023	STEWART JUDY ANN	\$185.10	Outstanding	
928228	08/11/2023	SYMONDS CYNTHIA RAE	\$14.34	Outstanding	
928229	08/11/2023	VANDEHEY SHELBY A	\$36.57	Outstanding	
928230	08/11/2023	VICARS JOSEPH F	\$20.78	Outstanding	
928231	08/11/2023	WAGNER BARBARA ANNE	\$16.10	Outstanding	
928232	08/11/2023	WALLACE MIRANDA LYNN	\$29.55	Outstanding	
928233	08/11/2023	WALTER BRANDON L	\$17.85	Outstanding	
928234	08/11/2023	WEBER JENNIFER MARIE	\$17.85	Outstanding	
928235	08/11/2023	WHELAN JOAN M	\$178.08	Outstanding	
928236	08/11/2023	WHIGHAM JOHN FRANKLIN	\$16.10	Outstanding	
928237	08/11/2023	WIEGERT KIMBERLY J	\$19.02	Outstanding	
928238	08/11/2023	WILLIAMS DARRIN LYN	\$23.70	Outstanding	
928239	08/11/2023	WILLIAMS KRISTA NICOLE	\$237.75	Outstanding	
928240	08/11/2023	WILSON JEFFREY DWANE	\$234.24	Outstanding	
928241	08/11/2023	WOLFF JODY LYNN	\$15.51	Outstanding	
928242	08/11/2023	WYMAN MEGHAN LEIGHROSE	\$17.85	Outstanding	
Totals	Number of Checks: 67		Total:	\$5,085.56	

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Public Comment - ZC 717

Submitted By: Erika Guy

TOPIC:

Public Comment - ZC 717

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

Public Comment

Yellowstone County Commissioners: Mr. Jones, Mr. Ostlund, Mr. Morse

RE: Resolution of Intent to pass zone change #717 (notice of 9-18-23 in the YCN)

On August 8, 2023, you approved the proposed zone change by the "basis of Planning Board recommendations".

The 11 criteria prepared by the Planning Division/Board/Staff were not made available to those opposing the zone change. We did not hear the Planning Department's 11 criteria responses until we were in front of the zoning commission for their voting recommendation. Since we were not aware of what the Planning Department stated in the 11 criteria, we were not able to address each of the 11 criteria individually. It is unclear who in the Planning Division wrote the responses to the criteria, but it said it went from Monica Plecker in Planning to be presented to the Zoning Commission by Nicole Cromwell the Zoning Coordinator. Mr. Dunker's application was presented to the City Council Planning and cc'd to Nicole Cromwell. It is very difficult for a novice to attempt to find and understand the process, but it appears the Planning Division was involved at some point. There was no record of this available to the public until it could be found in the zoning commissioner's meeting minutes. Nicole Cromwell was very kind and helpful with my questions, but she did not offer the Planning Department's answers to the 11 criteria used in your decision to allow the zone change. She did tell me how to view the application information, and I did write out a response to what Mr. Dunker's agent, John Halverson, wrote about the 11 criteria. All the information should be presented to the opposing side equally before it goes before the Zoning Commissioners. We should have been given this chance to respond.

I did find a Planning Board's guideline booklet. Quote from the booklet is as follows: "The actions of the planning board should be transparent to the public. Part of acting in the public interest is **ensuring** that the public has the right to know about proposed action and is provided with an opportunity to review documents and submit comments prior to a decision. Public right to know and participate are embedded in the Montana Constitution". It reminds those in planning that they serve the public interest, and the applicant is not the "client". It says the "client is everyone in the community".

The booklet also states "Decisions made in the public interest should consider, to the extent possible, future as well as current generations".

Mr. Dunker stood in front of the commissioners and stated he was not going to make changes, and the zone change was for conformity. He was silent about possibly selling his property. In other statements and his history, he spoke of trying to sell it. The future potential for him selling the property is very **high** and is one of the major reasons for all the opposition. The reason for reducing the buffer from 150 feet to 90 feet is not clear. It does not seem to be part of the conformity issue. Letters, signatures, and a list of reasons for opposition were all presented to the zoning coordinator with instructions to pass it on to you. You did not acknowledge that you read it; hopefully you did read it.

We ask that you reconsider the approval of the zone change, and either deny or delay until the opposition has the time to review the Planning Division's comments to the 11 criteria and respond to each one in depth.

Another reason we ask for your reconsideration is that we could not find anywhere in the Growth Policy, Lockwood Growth Policy, or on official maps where Heavy Commercial was recommended. It talked of

General Commercial, but maps showed CMU1. Historically this was not a vision. Heavy Commercial and its potential harm to existing neighborhoods is mind boggling. Public safety, health, and general comfort in our own homes could be at risk.

Please do not approve this zone change and be **equally** fair to Mr. Dunker and our large existing neighborhood.

Sincerely,

Jaqueline & Randy Robinson

707 Mauser St.

Billings MT 59101

(phone: 406-855-1432)

(email: robinj50@hotmail.com)

Enclosed is the original Reasons for Opposition that was submitted to the Zoning Commissioners and to you. This was attested to by letters and by 59 signatures of homeowners in the Pat Dahl subdivision.

HOMEOWNERS IN THE PAT DAHL SUBDIVISION ARE OPPOSED TO THE ZONE CHANGE AT THE FLY IN SUBD BLOCK 1 lots 5A and 4A TO HEAVY COMMERCIAL. WE ARE ALSO OPPOSED TO MOVING THE BUFFER ZONE ACROSS FROM MAUSER ST. 60 FEET CLOSER TO OUR NEIGHBORHOOD BY CHANGING PART OF LOTS 1A and 2A FROM TO HEAVY COMMERCIAL. A LIST OF THE REASONS FOR OUR OPPOSITION IS AS FOLLOWS:

We are adamantly opposed to a truck stop which would be allowed. We do not know the plans of the present owners, but we do know that if it was ever sold, new owners could do whatever they wanted and the zoning would never go back to CMU1. Heavy Commercial Zoning would be a heavy loss, in many ways, for the homeowners!

Property values would decrease and it would make it very difficult to even sell a family home. This would not "stabilize property values" as indicated in Project RE:Code and the Lockwood Growth Policy of 2016.

Noise is a problem already with the Johnson Lane intersection traffic, Casey's Corner gas station, and use of our streets for passage out of the new subdivisions south of us. We also have the often-continuous noise from the blowing out of the power plants that service the Exxon refinery. Some of us who live on Mauser St. and closer in are reluctant to open our windows at times because of the noise pollution. We also get some trucks who defy the rules and park at the Fly In area and run their trucks all night. Vibrations of homes are a real issue with heavy truck traffic.

Air quality would be very detrimental if a truck stop were allowed, as well as any commercial business with truck traffic. We would not want to open our windows. Adults and children with any respiratory problems would be at high risk. This is not what we want for our communities anywhere. This an issue of Safety and Health for anyone.

Safety is a huge for children, teenagers, and adults who walk through the neighborhood up to the store at Casey's Corner or up through the intersection on their way to a friend, school, sporting event etc. The traffic would increase tremendously and be dangerous through the Johnson Lane intersection. It is already heavy!! Johnson Lane is a main school bus route for our children and this would threaten their safety. It would also be an increased safety risk for parents who drive their children to school. It would slow traffic for people who live in Lockwood. It would be an increased safety risk for people on bicycles.

More lights shining in the windows of our home that face toward Mauser St. This is already an issue. This is a disruption for comfort in our own homes.

Safety again is an issue for activities around truck stops and other 24-hour businesses. There are more transients that could wander into our neighborhood. It is well known that prostitution is found around truck stops. Our community needs to do all it can to protect neighborhoods and families from these types of activities.

Possible increase of fire or explosions from so many trucks that often carry dangerous materials.

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Detailed Cash Investment Report August 2023

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Detailed Cash Investment Report August 2023

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

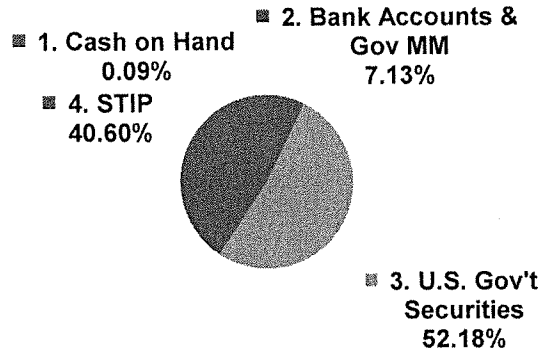
Detailed Cash Investment Report August 2023

DETAILED CASH INVESTMENT REPORT

August, 2023

MONTH-END PORTFOLIO MIX

Investment Pool



INVESTMENT TYPE	AMOUNT	%	INTEREST RATE
1. Cash on Hand	246,402.78	0.09%	N/A
2. Bank Accounts & Gov MM	18,851,049.27	7.13%	Varies
3. U.S. Gov't Securities	137,993,400.00	52.18%	.25 - 5.73%
4. STIP	107,390,785.91	40.60%	5.352%

TOTAL

264,481,637.96 100.00%

	# OF DAYS	INTEREST EARNED	AVERAGE INVESTABLE CASH	YIELD
July-23	31	941,027	281,913,169	3.93%
August-23	31	890,365	266,625,901	3.93%
September-23	30		0	#DIV/0!
October-23	31	0	0	#DIV/0!
November-23	30	0	0	#DIV/0!
December-23	31	0	0	#DIV/0!
January-24	31	0	0	#DIV/0!
February-24	29	0	0	#DIV/0!
March-24	31	0	0	#DIV/0!
April-24	30	0	0	#DIV/0!
May-24	31	0	0	#DIV/0!
June-24	30	0	0	#DIV/0!
TOTAL Y-T-D	366	1,831,392	46,460,959	3.94% YTD AVE

B.O.C.C. Regular

Meeting Date: 09/19/2023

Title: Letter to Director of Emergency Management

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Letter to Director of Emergency Management

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Letter to Director of Emergency Management

Yellowstone County

HUMAN RESOURCES

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



September 7, 2023

K.C. Williams
Director of Emergency Management
Yellowstone County Montana
316 North 26th Street Room 3201
Billings, MT 59101

Dear K.C.,

This is to follow up on our meeting August 22, 2023. We met with the Board of County Commissioners (BOCC) on August 28, 2023, to get clarification on the rapport between BOCC and the Emergency Services Department regarding expectations and goals.

Emergency managers perform their primary duties in their office or in an emergency operations center. First responders perform their response duties on scene. However, there are times when those lines cross as an emergency manager needs to evaluate the response of those providers or a manager could be called forth to assist with communication and coordination.

While you work closely with emergency responders in fire, police, emergency medical, and public works, your role is to implement the planning and coordination for mitigation, preparedness, response, and recovery from all disasters. Your job description specifically states: "Manages disaster preparation planning, mitigation, response, communication and recovery programs."

Based on our discussion with you and with BOCC and to foster communication so that everyone's expectations may be effectively managed moving forward we recommend that you provide a general summary of your upcoming planning and response goals, to include any travel and training opportunities, to both BOCC and Kevan Bryan, Director of Management and Budget. This summary should be done once a month. Kevan can help you with this communication to the board.

Your job requires maintaining a solid working relationship with BOCC and utilizing Kevan's expertise in communication and county operation can foster that relationship. Kevan is currently assisting other department heads in a similar capacity.

Please let us know if you have any further questions.

Sincerely

A handwritten signature in black ink, appearing to read "Scott Twito".

Scott Twito, County Attorney

A handwritten signature in black ink, appearing to read "Dwight Vigness".

Dwight Vigness, HR. Director

Copy: Board of County Commissioners
Kevan Bryan, Director of Management and Budget

B.O.C.C. Regular

7. a.

Meeting Date: 09/19/2023

Title: Land Appraisal for Schmalz Property, Contract for Land Appraisal and Commitment Letter

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Land Appraisal for Schmalz Property and Contract for Land Appraisal

BACKGROUND:

Contract with Jim French certified land appraiser and the appraisal for the Schmalz property

RECOMMENDED ACTION:

Place the appraisal and the contract to file.

Attachments

Gravel

Gravel

Gravel

Vacant Rural Land Appraisal Report



Barbara Schmalz Estate
South 20th Road
Ballantine, Montana 59006

Prepared For:

Yellowstone County, Montana
P O Box 35024
Billings, Montana 59107

Intended User:

Yellowstone County, Montana

Prepared By:

James D. French
Certified General Real Estate Appraiser
2670 South 34th Road
Pompeys Pillar, Montana 59064

Date Prepared:

September 8, 2023

September 8, 2023

Mr. Tim Miller
Yellowstone County Public Works Director
P O Box 35024
Billings, Montana 59107

Dear Mr. Miller;

In compliance with your request and authorization, I hereby furnish you with an Appraisal Report of the 24.049 acres described as Parcel 1 of Certificate of Survey No. 3217, located in Yellowstone County, Montana. The legal description contained within this report has been verified with the legal description provided and assessment records. Based on a review of these records, the legal description utilized in this report describes the subject property.

This appraisal has been completed in accordance with the Uniform Standards of Professional Appraisal Practice, 2023-2024 Edition (USPAP). The value is made for no other purpose, than that identified with the context of the appraisal report and is invalid if relied on for any other use.

The estimate of Market Value is based on the sale of all lands, to a single purchaser, as of the effective date of valuation, in cash, or terms equivalent to cash, for which the property rights should sell after reasonable exposure, in a competitive market under all conditions requisite to a fair sale, with buyer and seller each acting prudently, knowledgeably, and for self interest and assuming that neither is under undue stress.

My assignment in this appraisal report was to Provide an Opinion of Fair Market Value in conjunction with a Purchase Transaction. Based on sales of similar properties within the primary market area, the subject property has a value range of \$230,000 to \$245,000.

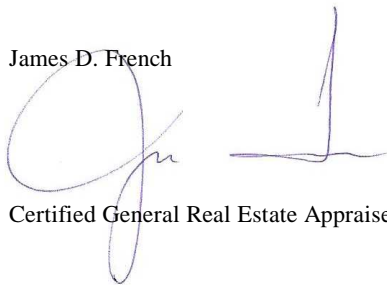
USPAP Standards Rule 1-4 and Rule 1-5, requires the appraiser to analyze any prior sale agreement, option or listing of the subject property, that occurred with three years of the effective date of valuation. Prior sales of the same property, that are reasonably recent and not forced, are considered evidence of market value. The pending sale has been analyzed and compared to similar type properties within the Sales Comparison Approach to Value. The pending sales transactions appears to be an arms-length sales transaction that falls within the established market range and supports a site value of \$240,000.

Based on the suggested range of value, my "As Is" Opinion of Fair Market Value, on August 21, 2023, was \$240,000.

I trust this report will be found satisfactory for you needs, but if any additional detail is required, please do not hesitate to call. Your confidence in allowing me to serve you is genuinely appreciated.

Respectively Submitted;

James D. French



Certified General Real Estate Appraiser #675

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Section Divider I

USPAP Requirements

1. Assumptions & Limiting Conditions
2. Scope of Work
3. Hypothetical Conditions and/or Extraordinary Assumptions
4. UAAR Definition of Market Value

Assumptions and Limiting Conditions

The certification of the Appraiser(s) appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth in the report.

1. The Appraiser(s) assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser(s) render any opinion as to title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Sketches in the report may show approximate dimensions and are included only to assist the reader in visualizing the property. The Appraiser(s) have made no survey of the property. Drawings and/or plats are not represented as an engineer's work product, nor are they provided for legal reference.
3. The Appraiser(s) are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made.
4. Any distribution of the valuation in the report applies only under the existing program of utilization. The separate valuations of components must not be used outside of this appraisal and are invalid if so used.
5. The Appraiser(s) have, in the process of exercising due diligence, requested, reviewed, and considered information provided by the ownership of the property and client, and the Appraiser(s) have relied on such information and assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser(s) assume no responsibility for such conditions, for engineering which might be required to discover such factors, or the cost of discovery or correction.
6. While the Appraiser(s) ☒ have ☐ have not inspected the subject property and ☒ have ☐ have not considered the information developed in the course of such inspection, together with the information provided by the ownership and client, the Appraiser(s) are not qualified to verify or detect the presence of hazardous substances by visual inspection or otherwise, nor qualified to determine the effect, if any, of known or unknown substances present. Unless otherwise stated, the final value conclusion is based on the subject property being free of hazardous waste contaminations, and it is specifically assumed that present and subsequent ownerships will exercise due diligence to ensure that the property does not become otherwise contaminated.
7. Information, estimates, and opinions furnished to the Appraiser(s), and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser(s) can be assumed by the Appraiser(s).
8. Unless specifically cited, no value has been allocated to mineral rights or deposits.
9. Water requirements and information provided has been relied on and, unless otherwise stated, it is assumed that:
 - a. All water rights to the property have been secured or perfected, that there are no adverse easements or encumbrances, and the property complies with Bureau of Reclamation or other state and federal agencies;
 - b. Irrigation and domestic water and drainage system components, including distribution equipment and piping, are real estate fixtures;
 - c. Any mobile surface piping or equipment essential for water distribution, recovery, or drainage is secured with the title to real estate; and
 - d. Title to all such property conveys with the land.
10. Disclosure of the contents of this report is governed by applicable law and/or by the Bylaws and Regulations of the professional appraisal organization(s) with which the Appraiser(s) are affiliated.
11. Neither all nor any part of the report, or copy thereof, shall be used for any purposes by anyone but the client specified in the report without the written consent of the Appraiser.
12. Where the appraisal conclusions are subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner consistent with the plans, specifications and/or scope of work relied upon in the appraisal.
13. Acreage of land types and measurements of improvements are based on physical inspection of the subject property unless otherwise noted in this appraisal report.
14. **EXCLUSIONS.** The Appraiser(s) considered and used the three independent approaches to value (cost, income, and sales comparison) where applicable in valuing the resources of the subject property for determining a final value conclusion. Explanation for the exclusion of any of the three independent approaches to value in determining a final value conclusion has been disclosed in this report.
15. **SCOPE OF WORK RULE.** The scope of work was developed based on information from the client. This appraisal and report was prepared for the client, at their sole discretion, within the framework of the intended use. The use of the appraisal and report for any other purpose, or use by any party not identified as an intended user, is beyond the scope of work contemplated in the appraisal, and does not create an obligation for the Appraiser.
16. Acceptance of the report by the client constitutes acceptance of all assumptions and limiting conditions contained in the report.
17. Other Contingent and Limiting Conditions:
18. Montana is a non-disclosure state and no person or entity is required to disclose sales information. Every attempt was made to verify the sales within the area, via relevant sources and some sales in the market area were not able to be verified. The Opinion of Value is limited to the sales disclosed within this appraisal report, which are considered reflective of market conditions, as of the effective date of valuation.

Scope of Work

Gathering and Analysis of Market Data:

Uniform Standards for Professional Appraisal Practice states that the appraiser must analyze the relevant legal, physical, and economic factors to the extent necessary to support the appraiser's highest and best use conclusion(s). In making the highest and best use determination, consideration must be given to the contiguity property and unity of ownership. The highest and best use analyses will then determine the comparative sales that are utilized in developing a supportable estimate of value.

Montana is a non-disclosure state and no person or entity is required to disclose sales information. Every attempt was made to verify the sales within the area, via relevant sources and some sales in the market area were not able to be verified. The Opinion of Value is limited to the sales disclosed within this appraisal report, which are considered reflective of market conditions, as of the effective date of valuation. It is assumed that there may be discrepancies in total acreage and/or land mix, which the appraiser has reconciled with assessment records. Additionally, the sales data may include transactions with multiple closing dates, lease/purchase options or other considerations. The analysis of the sales data has been completed, based on the original sale date, contract terms and acreage, which may vary from the finalized sales data, on a future date.

An allocation of the sales price within the comparative sales is essentially a distribution of the selling price among the various components that comprise a property. The allocation model is developed by the appraiser, based upon pure sales of the various land components, which are then analyzed and compared. The allocation may vary, depending upon the highest and best use of the sale, thus a mixing of sales with varying highest and best uses should be avoided when establishing value. Additionally, the allocation may vary amongst individual appraisers, based upon their analyses of the market. Thus, comparison of market values should only be done, based on the final market value and not the allocation of the individual components. The land use of the subject property and comparable sales have been analyzed herein. Some lands may fall within several land use categories with the final allocation based upon the most predominate use. The Sales Data Sheets are considered confidential information and will not be provided as part of the Appraisal Report.

Market Area Issues:

The subject property is located in Yellowstone County, Montana. The primary market area is identified by the Billings Association of Realtors, as Area 10 and includes the communities of Shepherd, Huntley, Ballantine, Worden and Pompeys Pillar, Montana. This market area has broad market appeal with market participation from part-time agricultural, investment, speculative and country home buyers.

The market is primarily comprised of smaller non-economic size farm units which are intermingled with country homes and commercial properties. Location, commuter distance, physical access, aesthetic amenities and proximity to city services are considered the primary forces of value with smaller parcels often reflecting premium, or site based pricing. Land uses within this area have been in transition for more than 30 years, from economic agricultural to non-economical agriculture. This type of property is typically purchased and utilized for development into a rural home site.

The subject property is located in Hunting District 590 as defined by the Montana Department of Fish, Wildlife and Parks, which allows for seasonal migratory game hunting. Hunting influences are not considered a factor for this type of property.

Competency of the Appraiser:

The appraiser is competent to complete this appraisal and has through the course of his appraisal career, completed numerous appraisals within the defined market area. Please refer to the Addendum for the appraiser qualifications.

Scope of Work

Scope of Property Inspection and Analysis:

A physical inspection of the property was completed on August 30, 2023, which included the use of aerial mapping. USPAP regulations do not require the appraiser to physically inspect the subject property. If an inspection is completed the appraiser may utilize any combination of factors in the completion of the inspection including any relevant information. The degree and scope of inspection is based on the intended use of the appraisal and is limited to things that are readily observable without the use of special testing or equipment.

Access to the property is via South 20th Road, which forms the western boundary. According to the buy/sell agreement, additional physical access is to be provided by the seller, through Lot 1 of Schmalz Subdivision (James M. Reicher property). The access easement is to close as a simultaneous transaction and will allow direct access to East I Road.

Numerous comparable sales were reviewed and analyzed in this analysis with those sales considered most appropriate, based on size, location, soil quality, land mix and net adjustments utilized in the final analysis. The comparable sales were inspected at various points in time through the transmittal date of this report. An emphasis was placed on securing comparable sales within the primary market area.

I analyzed existing land use regulations, the physical characteristics of the property and its highest and best use. The real estate taxes were taken from public records. It is assumed in the appraisal that there have been no significant changes in the property condition, between the effective date of valuation, my last physical inspection and the transmittal date of this report.

Mineral rights are referred to as the ownership, or right to extract all minerals contained below the surface of a property. In Montana, mineral rights may be severed from the surface rights with the owners of the minerals rights having the right to occupy the amount of surface as reasonably necessary, for extraction purposes; however in such cases, the mineral rights holder must pay market value of the surface acres occupied, and pay damages, if any.

No investigation into the remaining mineral rights owned by the surface landowner were made in the course of completing the appraisal report. The appraiser is not considered an expert in mineral rights, nor is the appraiser aware of any determination of available mineral rights. There was no observed mineral activity on the subject property. The purchase agreement conveys all remaining mineral rights, subject to prior conveyances with no actual monetary value assigned. Gravel is considered a surface right in Montana with all rights inclusive to the surface ownership, unless specifically reserved.

The ownership and orientation of the subject property must be considered in order to define the "marketable property". The property must fall within "market parameters" with regards to size, orientation and structural improvements. If a property was configured in either in size, orientation or mixture of uses that did not exist in the open market, its market value could not be measured, because there simply would be no sales of comparable properties. In order to establish "market value" an appraiser must be able to examine sales of similar type properties, or property rights and then correlate those sales in a credible manner to the subject property. Market value means the interaction of buyers and sellers, not a single buyer or seller where their motivation and/or purchase power cannot be replicated.

The appropriate method is to value the entire property, based on similar type sales, which have been allocated in similar manner. The Opinion of Value is then reported as a single amount, inclusive of all land classes and title encumbrances. The value of the property components are then allocated in the Reconciliation of the Appraisal, to assist the client in decision making. *It should be noted and understood that the allocation of value is not an appraisal of that unit, but is simply how much that unit or land class contributes to that value of the larger property.*

Hypothetical Conditions and/or Extraordinary Assumptions

A Hypothetical Condition is defined as "a condition which is contrary to what exists but is supposed for the purpose of the analysis." A hypothetical condition assumes conditions contrary to the known facts about the physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis.

The Hypothetical Conditions are as follows;

a. According to the buy/sell agreement, additional physical access is to be provided by the seller, through Lot 1 of Schmalz Subdivision (James M. Reicher property) . The access easement is to close as a simultaneous transaction and will allow direct access to East I Road. This appraisal is based on the Hypothetical Condition that the easement existed, as of the effective date of valuation.

Extraordinary Assumption is defined as "an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions." An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The Extraordinary Assumption are as follows;

a. The land allocation description within this appraisal report, are based on the appraiser's analysis, in conjunction with aerial photos and current property assessment information. The assessment information and acreages are owner verified with the Montana Department of Revenue ever two years and are assumed to be reflective of the property. It is assumed that there maybe discrepancies amongst the various records and that encroachments may exists. Additionally, the appraiser was unable to determine the availability of any utility services, including sanitary facilities.

b. Montana is a non-disclosure state and no person or entity is required to disclose sales information. Every attempt was made to verify the sales within the area, via relevant sources and some sales in the market area were not able to be verified. As such, it is assumed in this report that the sales prices are accurate. The Opinion of Value is limited to the sales disclosed within this appraisal report, which are considered reflective of market conditions, as of the effective date of valuation.

c. It is assumed in the appraisal, that there have been no significant changes in the property condition, between the property inspection, effective date of valuation and the transmittal date of this report.

MARKET VALUE DEFINITION

Regulations published by federal regulatory agencies pursuant to title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure on the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Other:

EXPOSURE AND MARKETING TIME ESTIMATES

Market value (see above definition) conclusion and the costs and other estimates used in arriving at conclusion of value is as of the date of the appraisal. Because markets upon which these estimates and conclusions are based upon are dynamic in nature, they are subject to change over time. Further, the report and value conclusion is subject to change if future physical, financial, or other conditions differ from conditions as of the date of appraisal.

In applying the market value definition to this appraisal, a reasonable exposure time of 0-2 months has been estimated. Exposure time is the estimated length of time the property interest being appraised would have been offered in the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; exposure time is always presumed to **precede** the effective date of the appraisal.

Marketing time, however, is an estimate of the amount of time it takes to sell a property interest at the market value conclusion during the period **after** the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of a date of sale. It is inappropriate to assume that the value as of the effective date of appraisal remains stable during a marketing period. Additionally, the appraiser(s) have considered market factors external to this appraisal report and have concluded that a reasonable marketing time for the property is 0-2 months.

Comments: The exposure period of the sales utilized within the appraisal report was 0 to 7 months. The estimated marketing period of the subject property falls within the lower range of the total exposure period of the comparable sales, at 0 to 2 months.

Section Divider II

Report Summary, Area Description & Subject Property Description

1. Report Summary
2. Area Description and Market Area Location Map
3. Subject Land Description, Aerial Map, FEMA Flood Map and Property Photos
4. Subject History of Ownership, Assessed Value and Real Estate Taxes

Uniform Agricultural Appraisal Report

Property Identification

Owner/Occupant: <u>Barbara Schmalz Estate</u>	Total Deeded Acres: <u>24.05</u>
Property Address: <u>South 20th Road</u>	Effective Unit Size: <u>24.05</u>
State/County: <u>Montana</u> / <u>Yellowstone</u>	Zip Code: <u>59006</u>
Property Location: <u>Ballantine, Montana</u>	Property Code #: _____
Highest & Best Use: <u>Vacant Rural Land</u> "As If" Vacant	FAMC Comd'ty Gp: _____
<u>Rural Home Site</u> "As Improved"	Primary Land Type: <u>Site</u>
Zoning: <u>None (Assessed as Vacant Rural Land)</u>	Primary Commodity: <u>N/A</u>
Unit Type: <input type="checkbox"/> Economic Sized Unit <input checked="" type="checkbox"/> Supplemental/Add-On Unit	
FEMA Community # <u>30111C1100E</u> FEMA Map # <u>N/A</u> FEMA Zone/Date: <u>X / 11/6/2013</u>	
Legal Description: _____ SEC _____ TWP _____ RNG _____ Attached <input checked="" type="checkbox"/>	
Purpose of Report: <u>Provide an Opinion of Fair Market Value</u>	
Use/Intended User(s): <u>Purchase / Yellowstone County, Montana</u>	
Rights Appraised: <u>Fee Simple Estate subject to Easements, Conveyances, Restrictions and/or Reservations of Record</u>	
Value Definition: <u>Fair Market Value</u> Attached <input checked="" type="checkbox"/>	
Assignment: <u>Appraisal</u> Report Type: <u>Appraisal</u>	
Extent of Process/Scope of Work: See Pages 6-7;	

Summary of Facts and Conclusions

Appraisal Report Summary

Date of Inspection: <u>08/30/23</u>	Effective Date of Appraisal: <u>08/21/23</u>
Value Indication	- Cost Approach: _____ \$ <u>N/A</u>
	- Income Approach: _____ \$ <u>N/A</u>
	- Sales Comparison Approach: _____ \$ <u>240,000 (r)</u>
Opinion of Value: <u>(Estimated Marketing Time 0-2 months)</u>	\$ <u>240,000</u>
Cost of Repairs: \$ <u>-</u>	Cost of Additions: \$ <u>N/A</u>
Allocation:	
Land: \$ <u>240,000</u>	\$ <u>9,979</u> / Acre (<u>100</u> %)
Land Improvements: \$ <u>0</u>	\$ <u>0</u> / Acre (<u>0</u> %)
Structural Improvement Contribution: \$ <u>0</u>	\$ <u>0</u> / Acre (<u>0</u> %)
Non-Realty Items: \$ <u>0</u>	\$ <u>0</u> / Acre (<u>0</u> %)
Leased Fee Value <u>(Remaining term of encumbrance -)</u>	\$ <u>0</u> / Acre (<u>0</u> %)
Leasehold Value: _____	\$ <u>0</u> / Acre (<u>0</u> %)
	Overall Value: \$ <u>9,979</u> / Acre (<u>100</u> %)
Income and Other Data Summary: <input type="checkbox"/> Cash Rent <input type="checkbox"/> Share <input type="checkbox"/> Owner/Operator <input type="checkbox"/> FAMC Suppl. Attached	
Income Multiplier <u>N/A</u> (<u>N/A</u>)	Income Estimate: \$ <u>0.00</u> / Acre (unit)
Expense Ratio <u>-</u> %	Expense Estimate: \$ <u>0.00</u> / Acre (unit)
Overall Cap Rate: <u>-</u> %	Net Property Income: \$ <u>0.00</u> / Acre (unit)

Area-Regional-Market Area Data and Trends:

	Above Avg.	Avg.	Below Avg.	N/A
Value Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sales Activity Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effective Purchase Power	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Development Potential	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Desirability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Subject Property Rating:

	Above Avg.	Avg.	Below Avg.	N/A
Location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soil Quality/Productivity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improvement Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rentability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Market Appeal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Property Rating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Area-Regional Boundary: This market area is described as Area 10 by the Billings Association of Realtors. The market area includes the communities of Shepherd, Huntley, Worden, Ballantine and Pompeys Pillar with the entire market area located within Yellowstone County, Montana. Please refer to the Market Area Location Map on the following page.

Major Commodities: Livestock and grains

	Above Avg.	Avg.	Below Avg.	N/A
Off Property Employment:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unlikely	Likely	Taking Place	
Change in Economic Base:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
From				
To				

On and Off Property:

	Up	Stable	Down
Value Trend:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sales Activity Trend:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Population Trend:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Trend:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Availability:

	Under Supply	Balanced	Over Supply	No Influence
Cropland Units:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Livestock Units:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Recreational Tracts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rural Farmsteads	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigated Farms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vacant Rural Land	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Forces of Value: *(Discuss social, economic, governmental, and environmental forces.)*

This market area has broad market appeal with market participation from part-time agricultural, investment, speculative and country home buyers. The market is primarily comprised of smaller non-economic size farm units which are intermingled with country homes and commercial properties. Location, commuter distance, physical access, aesthetic amenities and proximity to city services are considered the primary forces of value with smaller parcels often reflecting premium or site based pricing. Land uses within this area have been in transition for more than 30 years, from agricultural to part-time agriculture with most homes located near the population centers.

Communities in Montana are identified by school size, as Class C thru AA, with the smaller communities being Class C. The subject property is located within the Huntley School District, which is classified as Class B. Billings is the county seat of Yellowstone County and the largest community in the state. Economic drivers in Yellowstone County include manufacturing, mining, health care, retail trade, government services and transportation. While important, agriculture and related businesses account for only 2% of all economic activity within the county.

The population of Yellowstone County is 169,852, which is an increase of 3.1%, according to the latest census data. The employment trends remaining at historical high levels with most employers reporting a lack of available workers. The median household income is \$65,656 with approximately 11.3% of the households considered below the poverty rate.

Exposure Time: 0-2 months. *(See attached definition and discussion)*

Specific Market Area Boundaries: The specific market is defined as the upper bench of the Huntley Project Irrigation District. Additional sales were considered or utilized, based on their geographical location, acreage and overall comparability to the subject property.

Market Area:	Rural	Suburb	Urban
Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Up	Stable	Down
Value Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sales Activity Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Population Trend	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Development Trend	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Area:	Above Avg.	Avg.	Below Avg.	N/A
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effective Purchase Power	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Development Potential	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Desirability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Analysis/Comments: *(Discuss positive and negative aspects of market area.)*

Open market sales activity for most property types has been reduced over the past two years. Statistical data indicates that total active listings are up 9% from 2022 and total open market sales transactions are down 70%, thus far in 2023. An increasing number of properties are being marketed and sold in off-market transactions with no open market exposure. My data indicates that sales activity within this market area is comprised of predominately rural home buyers, or those looking for relocation into the rural life style.

The value trend for most properties had been upward trending for several years. The sales data suggests continued demand for smaller tracts and declining sales activity for larger, economical properties. The demand for rural properties valued at the lower dollar thresholds, has generally been stronger due to the afford ability, relative to economical size farming and ranching operations. The momentum in the real estate market over the past few years was correlated with historically low interest rates and relocation due to the Covid pandemic. Both of which have abated over the past year.

Property Description: (*Location, use and physical characteristics*) The subject property is located approximately miles 1.25 miles east of Ballantine, Montana. Access to the property is via South 20th Road, which forms the western boundary. The land mix is inclusive of irrigated and/or grazing lands with a seasonal drainage and wetlands.

Please refer to the maps and property photos on the following pages, for a complete overview of the subject property. The maps, sketches and plat's included in this report are for visual aids to the reader only and are not necessarily to scale.

There are no structural improvements associated with this property.

Land Use	Deeded Acres	Unit Type	Unit Size	Subject Description:	Above Avg.	Avg.	Below Avg.	N/A
Vacant Site	16.05	Acres	(66.7%)	Location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pivot Irrigated		Acres	(0.0%)	Legal Access	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flood Irrigated	8.00	Acres	(33.3%)	Physical Access	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			(0.0%)	Contiguity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			(0.0%)	Shape/Ease Mgt.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			(0.0%)	Adequacy Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			(0.0%)	Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			(0.0%)	Rentability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			(0.0%)	Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			(0.0%)	Market Appeal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			(0.0%)	FEMA Zone/Date	X / 11/6/2013			
Total Deeded Acres	24.05	Total Units	0.00 (100 %)	Building Location	N/A			

Comments The land allocation utilized within this appraisal report, is based on the appraiser's analysis, in conjunction with aerial photos and property assessment information. The subject property is fenced along the established boundaries. Except as provided by prescription, custom, or agreement between landowners, each landowner shall maintain all fencing to the right of the midpoint of the common boundary line as viewed from the owner's land. Fences adjacent to public rights-of-way are the sole responsibility of the adjacent landowner.

All water rights associated with lands in the irrigation district, transfer as an appurtenance to the surface rights. The water assessment is included in the annual real estate tax assessment. No landowner or other consumer acquires any proprietary right in the irrigation water. Irrigation water to this property is supplied from the Huntley Project Irrigation District. The irrigation water is delivered to the district owned diversion point and the landowner is responsible for the use and distribution of the water.

Water Rights: ☐ No ☒ Yes ☐ Supplement Attached

Mineral Rights: ☒ No ☐ Yes ☐ Supplement Attached

Comments: No opinion on remaining mineral rights is being rendered in this report and no value has been allocated.

Land Improvements:	Above Avg.	Avg.	Below Avg.	N/A
Domestic Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Livestock Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Roads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Irrigation System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corrals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Topography:	Level	Undulating	Rolling	Sloping
Vacant Site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pivot Irrigated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flood Irrigated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Topography	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Soils Description: The USDA soils map indicates that the property is approximately 38% gravelly loams, 25% seep lands and the remainder clay loams. The complete soils map is available as a PDF attachment. ,

Soil Quality/Production: ☐ Above Avg. ☒ Avg. ☐ Below Avg. ☐ N/A ☐ Supplement Attached

Climatic: 12-15 " Annual Precipitation 2,990 ' to 3,030 ' Elevation 115-135 Frost-Free Days

Utilities: - Water - Electric - Sewer - Gas - Telephone

Distance To: 5 Schools 23 Hospital 23 Markets 2 Major Hwy. 5 Service Center

Easements/Encroachments: (*Conservation, Utility, Preservation, etc.*) No opinion on title exceptions is being rendered in this report, please refer to Title Commitment #1110712, dated August 29, 2023. Additionally, the Huntley Project Irrigation District requires rights-of-ways along all canals, laterals, open and closed drains. The minimum right-of-way is 20' with larger laterals requiring up to 60', or whatever right-of-way is required an necessary for the operation and maintenance of the system.

Hazards and Detriments: No environmental disclosure form was completed by the land owner. No adverse environmental issues were observed during my physical inspection. Hazards common to the area include heavy snow, seasonal flooding, wildfires, hail, migratory wildlife and noxious weeds.

Aerial Map

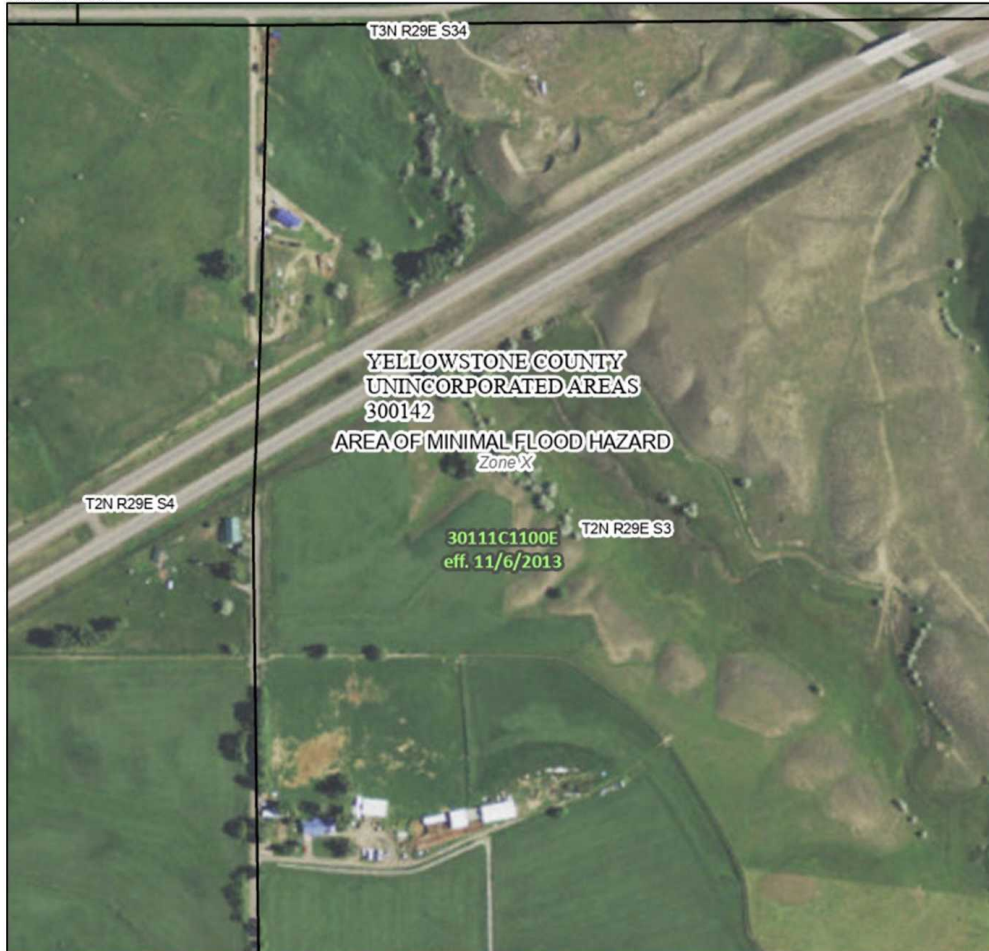


FEMA Flood Hazard Map

National Flood Hazard Layer FIRMette



108°6'45"W 45°57'31"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | | |
|-----------------------------|--|---|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE)
Zone A, V, A99 |
| | | With BFE or Depth Zone AE, AO, AH, VE, AR |
| | | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
| | | Future Conditions 1% Annual Chance Flood Hazard Zone X |
| | | Area with Reduced Flood Risk due to Levee. See Notes, Zone X |
| | | Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard Zone X |
| | | Effective LOMRs |
| GENERAL STRUCTURES | | Area of Undetermined Flood Hazard Zone D |
| | | Channel, Culvert, or Storm Sewer |
| OTHER FEATURES | | Levee, Dike, or Floodwall |
| | | Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| MAP PANELS | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| | | Profile Baseline |
| | | Hydrographic Feature |
| | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/30/2023 at 1:48 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Property Access and Land Use Photos

RIGHT: South 20th Road, located along the west boundary of the subject property looking north.

The subject property is located to the right of the roadway.

There is currently no developed access point from South 20th Road, into the subject property.



LEFT: Flood irrigated hay land.

RIGHT: Seasonal drainage that bisects the subject property.



History	<input checked="" type="checkbox"/> Ownership Longer Than <u>16</u> Years					
		Owner	Recording/Reference	Date	Price Paid	Terms
	Previous:	David & Barbara Schmalz	3413313	3/6/2007	\$ N/A	Warranty Deed
	Present:	Barbara Schmalz Estate	3929785	7/28/2020	\$ N/A	Termination of Joint Tenancy
Zoning	Currently: <input type="checkbox"/> Optioned <input checked="" type="checkbox"/> Under Contract Contract Price: \$ <u>240,000</u> Cash At Closing Buyer: Yellowstone County, Montana <input checked="" type="checkbox"/> Currently Listed Listing Price: \$ <u>240,000</u> Listing Date: <u>07/06/23</u> The subject property has been under the current ownership since 1995. Public records indicate that the property has not been listed for sale or transferred with the five years immediately preceding the effective date of valuation.					
	Current Zoning: None (Assessed as Vacant Rural Land) Zoning Conformity: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Zoning Change: <input checked="" type="checkbox"/> Unlikely <input type="checkbox"/> Probable To: <u>N/A</u> Comments: None					
Taxes	Tax Basis: <input checked="" type="checkbox"/> Agricultural <input type="checkbox"/> <input type="checkbox"/>		Assessment Year 2023 Land \$ <u>6,615</u> Building(s) \$ <u>0</u> N/A \$ <u>0</u> Total Assessed Value \$ <u>6,615</u>		Forecast: Current Tax \$ <u>388</u> Estimated/Stabilized \$ <u>388</u> Or (24.05 Ac.) = \$ <u>16.13</u> /acre Trend: <input checked="" type="checkbox"/> Up <input type="checkbox"/> Down <input type="checkbox"/> Stable	
	Parcel #: <u>D08235A</u>					
	Comments: The tax assessment includes the annual irrigation water assessment from the Huntley Project Irrigation District. While it is assumed that the property will be exempt from property taxes, the county will still be obligated for the annual irrigation water assessment. The assessment in 2022 was \$315.90 and is scheduled to increase from \$39 per irrigated acre to \$44 per irrigated acre, in 2024.					
	Highest & Best Use is defined as that reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legally alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.					
Highest & Best Use Analysis	Analysis: <i>(Discuss legally permissible, physically possible, financially feasible, and maximally productive uses)</i> The concept of highest and best use is what market value is based on. The term highest and best use is also considered the most probable use of a property, after reviewing for legally permissible, physically possible, financially feasible and maximally productive uses. For rural properties, the legally permissible use is typically the most limiting factor affecting a property. The subject property is not zoned and the property has historically been assessed as vacant rural land. Any division of a property in Montana, that results in a parcel of land under 160.00 acres in total acreage, is subject to subdivision review. Additionally, parcels of land under 160 acres are typically considered sites and are often assessed as non-qualified agricultural land. The property has multiple legally permissible uses, subject to the existing plat restrictions. The property has average physical access with utilities along the boundary. As such, both the historical use and the probable use as a rural home site are physically possible. The financially feasible use is based on an un-leveraged basis and the revenue attributable to the land only. The estimated rental income would not be considered an economically viable unit. As such, the use as a rural home site with supplemental income, is considered the most financially feasible use. The maximally productive use is based on the highest net return to the landowner in a hypothetical sales transaction. The hypothetical division and/or marketing of the property in multiple tracts is beyond the scope and intended use of this appraisal. The Opinion of Value rendered in this report, is based on the sale of a single tract of land, as of the effective date of valuation.					
	Highest and Best Use: "As if" Vacant <u>Vacant Rural Land</u> "As Improved" <u>Rural Home Site</u>					
	Discussion: The purposed purchase and use as a storage site and gravel extraction yard is considered an interim use. The interim use maybe detrimental to the Highest and Best Use, should significant gravel extraction take place.					
	Valuation Methods: <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach <input checked="" type="checkbox"/> Sales Comparison Approach (Explain and support exclusion of one or more approaches) See the Reconciliation.					
Value Methods						

Section Divider III

Analysis of Current Market Listings

1. Active Listing Summary Sheet
2. Active Listing Photos

Active Listing Summary Sheet

Listing information was taken from the Billings Association of Realtors multiple listing service or area Real Estate Brokers and is considered a sample of existing listings, not a comprehensive list.

Corder & Associates is actively marketing MLS #341611. Marketing data indicates that this is a vacant tract of irrigated land, located on North 8th Road, near Huntley, Montana. The property consists of 15.00 acres with paved road access and no utilities on site. It was listed on August 18, 2023 with an asking price of \$225,000. Based on direct comparison, this property is considered inferior in acreage.

Corder & Associates is actively marketing MLS #341612. Marketing data indicates that this is a vacant tract of irrigated land, located on North 8th Road, near Huntley, Montana. The property consists of 15.00 acres with paved road access and no utilities on site. It was listed on August 18, 2023 with an asking price of \$225,000. Based on direct comparison, this property is considered inferior in acreage.

Keller Williams Properties is actively marketing MLS #341174. Marketing data indicates that this is a vacant tract of native grazing land, located in the Pryor Creek Corridor, south of Huntley, Montana. The property consists of 22.898 acres with paved road access and no utilities on site. It was listed on July 26, 2023 with an asking price of \$350,000. Based on direct comparison, this property is considered similar in acreage.

Landmark Realty is actively marketing MLS #335914. Marketing data indicates that this is a vacant tract of irrigated land, located on the corner of East M and North 25th Road, near Worden, Montana. The property consists of 40.00 acres, which is to be split from a larger 80.00 acre tract. There are no utilities on site. It was listed on October 10, 2022 with an asking price of \$400,000 and was later reduced to \$375,000. The parcel is currently subject to a contingent sale and is considered superior in acreage.

Keller Williams Properties is actively marketing MLS #341180. Marketing data indicates that this is a vacant tract of native grazing land, located in the Pryor Creek Corridor, south of Huntley, Montana. The property consists of 24.183 acres with paved road access and no utilities on site. It was listed on July 26, 2023 with an asking price of \$379,000. Based on direct comparison, this property is considered similar in acreage.

Summary of Vacant Site Listings

The vacant land site listings, reflect a mean asking price of \$295,000 (r) with an average size of 19.27 acres.

Based on direct comparison and total acreage, the listings support an asking price of more than \$225,000 and less then \$350,000.

Active Listing Photos



MLS Listing #341611



MLS Listing #341612



MLS Listing #341174



MLS Listing #335914



MLS Listing #341180

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Section Divider IV

Sales Comparison Approach to Value

1. Sales Grid Summary
2. Summary of the Comparable Sales (Sales 1-5)
3. Explanation of Adjustments (Sales 1-5)
4. Land Mix and Improvement Adjustments (Sales 1-5)
5. Sales Comparison Approach Location Map (Sales 1-5)
6. Comparative Sales Photos (Sales 1-5)

Sales Comparison Approach (1-5)

Sale Data	Sale Data	Subject	Sale #1 I1041	Sale #2 I1612	Sale #3 I1614	Sale #4 I153	Sale #5 I269
	Grantor (Seller)		Thomas Van Dyk	Barbara Schmalz Estate	Barbara Schmalz Estate	Barbara Schmalz Estate	Harold Langager
	Grantee (Buyer)		Joe & Karen Rinehart	Stoltz Ranch, Inc.	James M. Reicher	Lacinda Irvine	Jason Taylor
	Source		MLS#339754	MLS #333616	MLS #333616	MLS #333623	MLS #328308
	Date	Eff 08/23	07/23	07/23	07/23	01/23	04/22
	Eff Unit Size/Unit	24.05 / Acres	10	54	20	26	39
	Sale Price		192,500	800,000	174,000	238,000	340,000
	Finance Adjusted		Cash 0	Cash 0	Cash 0	Cash 0	Conv 0
	CEV Price		192,500	800,000	174,000	238,000	340,000
	Multiplier -		-	-	-	-	-
	Expense Ratio		-	-	-	-	-

The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.

CEV Price/ Acres		18,997	14,852	8,597	9,308	8,754
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LAND AND IMPROVEMENT ADJUSTMENTS

Land Adjustment		0	0	0	0	0
Impvt. Adjustment		0	-4,873	0	0	0
Adjusted Price		18,997	9,979	8,597	9,308	8,754

TIME ADJUSTMENTS

<input checked="" type="checkbox"/> Yr	<input type="checkbox"/> Mo	Periods	0.08	0.08	0.08	0.58	1.33
<input checked="" type="checkbox"/> Smp	<input type="checkbox"/> Cmp	Rate	0.00	0.00	0.00	0.00	0.00
<input checked="" type="checkbox"/> Auto	<input type="checkbox"/> Man	Time Adjustment	0.00	0.00	0.00	0.00	0.00
		Time Adj. Price	18,997	9,979	8,597	9,308	8,754

OTHER ADJUSTMENTS

Physical Access	S 20th / East I Road	North 10th Road	South 20th Road	East I Road	South 20th Road	North 16th Road
	Adjustment	592	111	296	235	154
Marketing/Terms	Realtor / 0-60 DOM	Realtor / 4 DOM	Realtor / 215 DOM	Realtor / 215 DOM	Realtor / 72 DOM	Realtor / 11 DOM
	Adjustment	-	-	-	-	-
Sale/List Price	-	108%	94%	87%	93%	98%
	Adjustment	-	-	-	-	-
Motivation	Open Market	Open Market	Open Market	Open Market	Open Market	Open Market
	Adjustment	-	-	-	-	-
Utilities/Appeal	None/Average	Yes/Superior	Yes/Similar	Well/Inferior	None/Similar	Yes/Inferior
	Adjustment	-	-	-	-	-
Net Adjustments		592	-4,762	296	235	154
ADJUSTED PRICE		19,589	10,090	8,893	9,543	8,908

Analysis/Comments: (Discuss positive and negative aspects of each sale as they affect value)

The five sales utilized in this approach to value are considered comparable to the subject property, based on their geographical location and probable use. Overall, the five sales support an unadjusted site value range of \$192,500 to \$238,000. While appraisal regulation do not specify a maximum net adjustment, it is generally recognized that those sales with the lowest net adjustments are considered the most reliable indication of value.

Overall, Sales 2 and 4 are considered the most comparable sites, based on geographical location and land mix. These two sales support an adjusted value range of \$230,000 (r) to \$245,000 (r), which is within the range of the pending sales transaction.

Summary of the Comparable Sales, Explanation of Adjustments and Sales Adjustment Sheets are Continued on the Following Pages;

Sales Comparison Approach Summary:

Property Basis (Value Range): \$ 230,000 (r) to \$ 245,000 (r)
 Unit Basis: \$ 9,980 / 1 X 24.05 Acres = \$ 240,019.00
 Multiplier Basis: \$ N/A X N/A (multiple) = \$ N/A

Sales Comparison Indication:

\$ 240,000 (r)

Summary of the Comparable Sales

Sale #1; Open market sale of an improved parcel of flood irrigated pasture, located west of Worden, Montana. The topography is level with irrigation water from the Huntley Project Irrigation District. The improvements are limited to a small open horse shed, that was not considered a factor in the sale. The property is located within a transitional area, but sanitary restrictions had not been lifted on this parcel. The property sold at 108% of the initial asking price, via conventional financing, after being openly exposed to the market for 4 days. Overall, this sale is reflective of a site purchase with no regards to the actual price per acre. This sale supports strong demand, based on the sales price above the listing price and short marketing time.

Sale #2; Open market sale of a portion of the Schmalz Farm, located southeast of Ballantine, Montana. Physical access is directly from South 20th Road, which forms the west boundary of the property. The topography is level on the irrigated portion and undulating gravel hills with a seasonal drainage on the east side of the property. Irrigation water rights are from the Huntley Project Irrigation District. The structural improvements include a split level home with attached garage, that was built in 2001, shop with attached machine shed that has a partial concrete floor, pole barn with attached loafing shed, numerous ancillary structures, small grain bins and a set of corrals. The building allocation is based on market extraction and the sale of the vacant land tracts. The property sold at 94% of the initial asking price, via a 1031 Exchange and conventional financing, after being openly exposed to the market for 215 days.

Sale #3; Open market sale of a portion of the Schmalz Farm, located southeast of Ballantine, Montana. Physical access to this tract is from East I Road, which forms the northeast boundary. The topography is undulating gravel hills bisected by a seasonal drainage. No irrigation water rights transferred with this tract of land. There was an old well of unknown quality on site, but no additional utilities. The property was border by Interstate 94 along the northern boundary. The other boundary line fences were in poor condition with the southern boundary un-fenced. The property sold at 87% of the initial asking price, for cash, after being openly exposed to the market for 215 days.

Sale #4; Open market sale of a portion of the Schmalz Farm, located southeast of Ballantine, Montana. Physical access is directly from South 20th Road, which forms the eastern boundary of the property. The topography is generally level with the entire parcel having adequate irrigation water rights from the Huntley Project Irrigation District. There were no utilities on site with the parcel fenced along the boundaries. The property sold at 93% of the initial asking price, for cash, after being openly exposed to the market for 72 days.

Sale #5; Open market sale of a vacant parcel of irrigated and grazing land, located northeast of Worden, Montana. Marketing data indicates that this property has 38.839 acres with 17.6 acres of flood irrigated land from the Huntley Project Irrigation District. Soils are heavy clays with saline influence. Physical access is provided by paved North 16th Road with the site having power, well and private sewage. The property was listed for sale on August 8, 2020 with an asking price of \$259,000 and later re-listed with an asking price of \$346,000. The property sold for 98% of the last listing price, via conventional financing, after being exposed to the market for 11 days in the last listing period and a total marketing time of nearly 600 days.

Explanation of Adjustments and Reconciliation of the Sales

The comparable sales analyzed, indicate a mean bare land value of \$11,125 per deeded acre (r) and a median bare land value of \$9,300 per deeded acre (r), inclusive of all land classes and title encumbrances. The sales reflect a standard deviation in value of 39.84%, which is reflective of an irregular market with wide variations in value. The deviation in value is considered an implied adjustment for multiple factors, including financing, land mix/buildings, time, access, method of marketing/days on market, sale motivation, utility services and market appeal.

While appraisal standards require analysis on a per acre basis, smaller tract sales typically reflect a site value. Consequently, each sale has been analyzed on a per acre basis and reconciled back to a site value. The four vacant land sales support an mean site value of \$236,125 and an average site size of 23.695 acres.

Land Mix/Buildings; The sales are predominately vacant land tracts that are considered to have similar geographical locations and ultimate uses as rural home sites. The improved sale is located adjacent to the south boundary of the subject property and may provide the best overall indication of value, based on the similar land mix. Quantitative adjustments were made to the individual sales based on the allocation model utilized in this appraisal. Inclusive in the value is an implied adjustment for the land improvements and title encumbrances.

Time; The comparable sales cover a period, encompassing 1.33 years from the effective date of valuation. The USDA time trend land value index for Montana, suggests that the value trend for most properties has been upward trending for several years. Based on the dates of the comparable sales, no time adjustment will be applied in this approach to value.

Physical Access; All five sales are physically accessed, via direct frontage on public paved or gravel roads. Additionally, the subject property will granted a perpetual easement to East I Road, that is to be provided to the seller. This allows two access points to the subject property, which is considered superior to all five comparable sales. An upward adjustment will be applied to all five sales, based on the total easement cost of \$6,000.

Method of Marketing/Days on Market; All five sales were marketed, via Realtors in a manner that is considered typical to the market area. The sales reflect marketing times of 4 to 215 days with an average of 103 days (3 months). The subject property was listed as a separate tract of land on July 6, 2023 and was placed under a contract to purchase on August 21, 2032 (45 days). Based on the market data, I would expect a total marketing time of 0 to 2 months.

Sale/List Price; The sales sold from 87% to 108% of there advertised asking prices with an average of 96%. Overall, the sales data suggests strong demand for similar quality properties and correlates closely with the short marketing times.

Sale Motivation; The buyers and sellers having varying motivations, considered typical in the market. Sales involving 1031 Tax Deferred Exchanges are not considered a factor for this type of property, but most purchase agreements having standard language, allowing for buyers and sellers to utilize a tax deferred transaction.

Utilities/Market Appeal; The comparable sales have been directly compared to the subject property, based on there overall market appeal. This adjustment is based strictly on the appraisers analysis of the market and perception of the individual sales.

Reconciliation of Value;

Sale #1; \$470,000 (r) - 3.0% Net Adjustment

Sale #2; \$245,000 (r) - 47.0% Net Adjustment

Sale #3; \$215,000 (r) - 3.3% Net Adjustment

Sale #4; \$230,000 (r) - 2.5% Net Adjustment

Sale #5; \$215,000 (r) - 1.7% Net Adjustment

USPAP Standards Rule 1-4 and Rule 1-5, requires the appraiser to analyze any prior sale agreement, option or listing of the subject property, that occurred with three years of the effective date of valuation. Prior sales of the same property, that are reasonably recent and not forced, are considered evidence of market value. The pending sale has been analyzed and compared to similar type properties within the Sales Comparison Approach to Value. The pending sales transactions appears to be an arms-length sales transaction that falls within the established market range and supports a site value of \$240,000.

The five sales support a mean adjusted site value of \$275,000 with a correlation in value from \$215,000 to \$245,000. The comparable sales are identified on the Sales Location Map, located on Page 28 of this report.

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1			II041		Land Adjustment Amt. \$		0			
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Unit	\$/Unit	Total
Vacant Site		18,997.34				16.05	18,997.34			304,907
Pivot Irrigated										
Flood Irrigated	10.13	18,997.34				8.00	18,997.34			151,979
Sale Land Contrib.	192,500.00	/ Eff. Unit Size	10.13	=	19,002.96	Total	456,886	/ Eff. Unit Size	24.05	= 18,997.34

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the \$/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #1							I1041	Improvement Adjustment Amt. \$:							0	/	Acres
Sale Impt.	Util/Cond.	Size	X	\$/Unit		Contrib. Value		Subject Impt.	Util/Cond.	Size	X	\$/Unit		Contrib. Value			
Shed	A	/A	336	X \$	0.00	=\$	0		/		X \$		=\$				
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The land adjustment has been calculated, based on the land mix adjustment developed for this appraisal report. Inclusive in the land value is an implied adjustment for the land improvements, including fences or water sources. The allocated value includes a market based adjustment for any physical, functional and external depreciation.

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2			II612		Land Adjustment Amt. \$		0			
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Vacant Site	28.86	9,979.26				16.05	9,979.26			160,167
Pivot Irrigated										
Flood Irrigated	25.00	9,979.26				8.00	9,979.26			79,834
Sale Land Contrib.	537,523.00		/ Eff. Unit Size	53.86	= 9,980.00	Total	240,001	/ Eff. Unit Size	24.05	= 9,979.25

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the \$/Unit for the Subject Improvements -- either individually or as a lump sum.

[illegible]

The land adjustment has been calculated, based on the land mix adjustment developed for this appraisal report. Inclusive in the land value is an implied adjustment for the land improvements, including fences or water sources. The allocated value includes a market based adjustment for any physical, functional and external depreciation.

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3			II614		Land Adjustment Amt. \$		0			
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Vacant Site	20.24	8,597.26				16.05	8,597.26			137,986
Pivot Irrigated										
Flood Irrigated		8,597.26				8.00	8,597.26			68,778
Sale Land Contrib.	174,000.00	/ Eff. Unit Size	20.24	=	8,596.84	Total	206,764	/ Eff. Unit Size	24.05	= 8,597.26

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the \$/Unit for the Subject Improvements -- either individually or as a lump sum.

[illegible]

The land adjustment has been calculated, based on the land mix adjustment developed for this appraisal report. Inclusive in the land value is an implied adjustment for the land improvements, including fences or water sources. The allocated value includes a market based adjustment for any physical, functional and external depreciation.

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

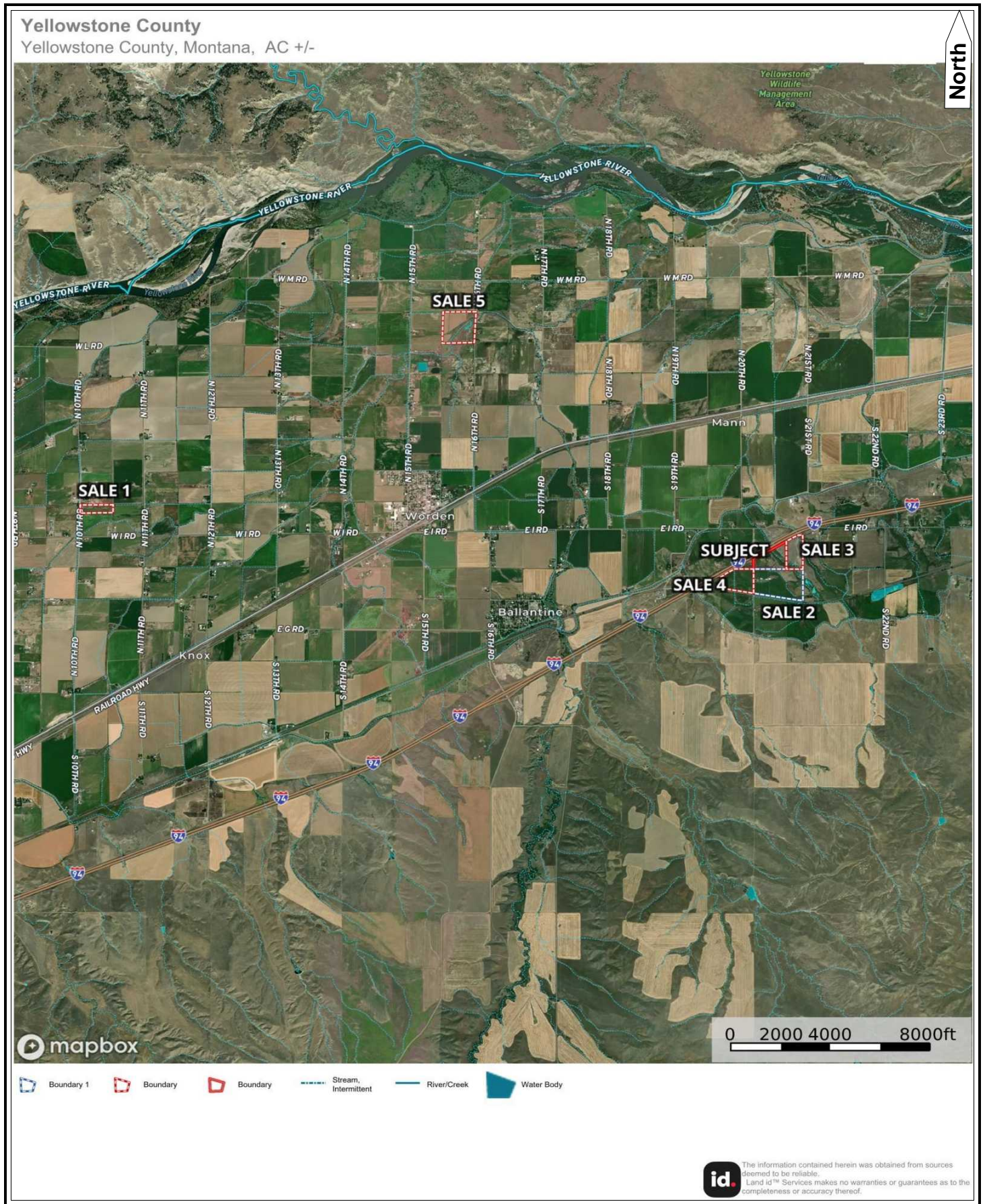
Sales Comparison - Sale #4			I153		Land Adjustment Amt. \$		0			
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Vacant Site		9,307.78				16.05	9,307.78			149,390
Pivot Irrigated										
Flood Irrigated	25.57	9,307.78				8.00	9,307.78			74,462
Sale Land Contrib.	238,000.00	/ Eff. Unit Size	25.57	=	9,307.78	Total	223,852	/ Eff. Unit Size	24.05	= 9,307.78

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the \$/Unit for the Subject Improvements -- either individually or as a lump sum.

[illegible]

The land adjustment has been calculated, based on the land mix adjustment developed for this appraisal report. Inclusive in the land value is an implied adjustment for the land improvements, including fences or water sources. The allocated value includes a market based adjustment for any physical, functional and external depreciation.

Sales Comparison Approach Location Map



Comparative Sales Photos



Sale 1;



Sale 2;



Sale 3;



Sale 4;



Sale 5;

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Section Divider V

Reconciliation and Final Value Estimate

1. Reconciliation of the Approaches to Value
2. Final Value Estimate
3. Appraiser Certification of Value
4. Appraiser Qualifications

Reconciliation and Opinion of Value

Summary

Cost Approach	\$	N/A
Income Approach	\$	N/A
Sales Comparison Approach	\$	240,000 (r)

Discussion & Correlation of Values

Analysis of Each Approach and Opinion of Value: The *Cost Approach to Value* is based on the premise that an informed buyer will pay no more for a property, than the cost of constructing a property that is equally desirable. The Cost Approach to Value starts with the property as though vacant, then the appraiser estimates the cost of the structural improvements. Since the subject property is vacant rural land, this approach to value is not applicable.

The *Income Approach to Value* is the conversion of the current rental rate, or estimated future pro forma income into value. The estimated rental income would not cover the estimated holding cost, if utilized strictly for agricultural purposes. Thus, the Income Approach to Value is not considered a credible method of valuation.

The *Sales Comparison Approach to Value* analyzes similar type properties with a dollar adjustment made, based on perceived differences between the comparable sales and the subject property. The Sales Comparison Approach values the subject property as one unit, inclusive of all land classes and encumbrances. The reliability of this approach to value can be measured, based on the net adjustments reflected by the individual sales utilized. Those sales with the least net adjustments are typically considered the most reliable indication of value.

The Sales Comparison Approach to Value, supports an adjusted value range \$230,000 to \$245,000.

USPAP Standards Rule 1-4 and Rule 1-5, requires the appraiser to analyze any prior sale agreement, option or listing of the subject property, that occurred with three years of the effective date of valuation. Prior sales of the same property, that are reasonably recent and not forced, are considered evidence of market value. The pending sale has been analyzed and compared to similar type properties within the Sales Comparison Approach to Value. The pending sales transactions appears to be an arms-length sales transaction that falls within the established market range and supports a site value of \$240,000.

The estimation of reasonable exposure or marketing periods is normally based on one or more of the following; (1) Statistical information about days on market, (2) information gathered through sales verification, and (3) interviews of market participants. The comparative sales support a marketing time of 0 to 2 months.

Allocation of Value

Opinion Of Value -	(Estimated Marketing Time	0-2	months, see attached)	\$	240,000
Cost of Repairs	\$	-			
Cost of Additions	\$	N/A			
Allocation:	(Total Deeded Units: 24.05)	Land:	\$ 240,000	\$ 9,979 /	Acre (100 %)
		Land Improvements:	\$ 0	\$ 0 /	Acre (0 %)
		Structural Improvement Contribution:	\$ 0	\$ 0 /	Acre (0 %)
Value Estimate of Non-Realty Items:					
Value of Personal Property (local market basis)	\$	0			
Value of Other Non-Realty Interests:	\$	0			
Non-Realty Items:	\$	0	\$ 0 /	Acre (0 %)	
Leased Fee Value (Remaining Term of Encumbrance -)	\$	0	\$ 0 /	Acre (0 %)	
Leasehold Value	\$	0	\$ 0 /	Acre (0 %)	
Overall Value	\$	240,000	\$ 9,979 /	Acre (100 %)	

Appraiser Certification

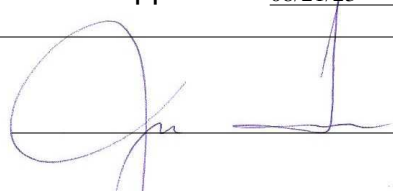
I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct.
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analysis, opinions, and conclusions.
3. I have ☒ no ☐ the specified present or prospective interest in the property that is the subject of this report and I have ☒ no ☐ the specified personal interest with respect to the parties involved.
4. I have performed ☒ no ☐ the specified services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. my engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I ☒ have ☐ have not made a personal inspection of the property that is the subject of this report.
10. ☒ no one ☐ the specified persons provided significant real property appraisal assistance to the person signing this certification.

Effective Date of Appraisal: 08/21/23

Opinion of Value: \$ 240,000

Appraiser:

Signature: 

Name:

Jim French

License #:

Certified General Real Estate Appraiser

Certification #:

#675

Property Inspection: ☒ Yes ☐ No

Inspection Date:

08/30/23

Appraiser has ☒ inspected ☐ verified ☒ analyzed the sales contained herein.

Date Signed: 09/08/23

Qualifications of the Appraiser

Appraisal Experience

Independent Fee Appraiser- Pompeys Pillar, Montana; 1995-Present, I have completed over thirteen hundred (1,300) farm, ranch and commercial fee appraisals in the states of Montana and Wyoming. Additionally, I have completed numerous residential and rural residential appraisals for mortgage loan purposes and over one-hundred (100) appraisals for the Department of Interior, under the Uniform Appraisal Standards for Federal Land Acquisitions. Licensed as a Certified General Real Estate Appraiser in the State of Montana from March 3, 2003 to present (#675, expires 3/31/24). Current and in compliance with the mandatory continuing education program.

Mortgage clients included AXA Equitable, Alabama Ag Credit, Bravera Bank, Bank of Baker, Bank of the Rockies, Citibank, Community 1st Federal Credit Union, Cowboy State Bank, Dakota Community Bank, Farm Credit Services of America, Farm Credit Bank of Texas, First Interstate Bank, First Dakota National Bank, First Republic Bank, Glacier Bank, Heartland Bank, Little Horn State Bank, Montana Livestock Ag Credit, Northwest Farm Credit Services, Pinnacle Bank, US Bank, Scotia Bank of Saskatoon, Stockman Bank, Western Security Bank, Rabo-Agri Finance, Yellowstone Bank, Zion's Bank and the Farmer-Mac Mortgage Program. In addition I have completed numerous appraisals for the United States Department of Interior Office of Special Trustee for the American Indian and various law firms throughout the states of Montana and Wyoming.

Related Experience

Currently own and operate a cow/calf operation near Pompeys Pillar, Montana.

Operated numerous grazing leases throughout the state of Montana.

Licensed as a Real Estate Salesperson in the State of Montana 1991-92.

Court Appointed Referee - Estate of Walter Ukkola vs Donald J. Puhto and Janet Barrett Case No. DV-09-121

Court Appointed Referee - Bertolino & Ayre vs Bertolino & Burrows; Cause No. DV-14-52

Court Appointed Referee - Ostermiller vs Nordahl & Guyer; Cause No. DV-18-40

Court Appointed Referee - Glantz, etal vs Glantz; Cause No. DV-20-19

Education

B.S. Business Administration, Montana State University-Billings; 1997

Valuation of Lifestyle and Trophy Ranches, 2/22

Tax Issues in Estate and IRS Cases, 2/22

Current State of 1031 Exchanges, 2/22

7 House National USPAP, 1/22

Highest and Best Use Seminar, 4/21

Property Rights, 2/20

Water Valuation, 2/20

The Complexities of Data Analysis in a Low Volume, Non-Uniform World, 2/19

Legal Perspective of Heirs Property Partition Action, 2/19

Current State of Section 1031 Exchanges, 2/19

Mapping Software and Data for Rural Land Appraisal, 2/19

Report Writing Seminar, 1/18

The Valuation of Intangible and Non-Financial Assets, 2/17

Income Approach Application, 2/17

MT REA 7412, 7 House National USPAP, 2/16

MT REA 4858, Rural Case Studies 1, 2/16

MT REA 6537, Title Lawyers Perspective in Montana Farm/Ranch Transactions, 2/15

MT REA 6540, Estate Appraisal Requirements, 2/15

MT REA 6089, Montana Mentor Class, 2/15

MT REA 6536, Summary of Oil & Gas Leases, 2/15

MT REA 6541, Maps & GPS, 2/15

MT REA 6538, Conservation Easements Trends & Issues, 2/15

MT REA 5408, DNRC Water Rights Seminar, 2/14

ASFMRA Business Ethics, 2/14

7 Hour National USPAP Course (A114), 2/14

MT REA 4255, Wind Power, 2/13

MT REA 120105, Appraising Natural Resources, 2/13

MT REA 120107, GIS for Real Estate and Appraisal, 2/12

MT REA 120106, Montana Access & Easement Law, 2/12

Sales Comparison Approach Seminar, 2/11

Qualifications of the Appraiser

Montana Water & DEQ Issues, 2/11
 Farmer Mac Seminar, 2/11
 Cost Estimating Seminar, 2/10
 Requirements of UASFLA, 10/08
 MT REA 08RE0102 Subdivision Analysis, 2/08
 MT REA 060863 Discounting & Leases, 10/06
 MT REA 060102 Appraising Agricultural Land in Transition, 3/06
 MT REA 060203 Montana Access Law & Conservation Easements, 3/06
 MT REA 041283 Montana Water & DEQ Issues, 1/05
 MT REA 0411284 Subdivision Development, 1/05
 MT REA 0411285 Montana Cadastral and NRIS, 1/05
 MT-REA 040104 Fannie Mae & The Appraisal Process; 3/04
 Appraising Rural Residential Properties; 1/04
 A-12, Standards of Professional Appraisal Practices and Code of Ethics; 2/03
 MT-REAP-99-0309, Home Inspection; 9/01
 MT-REAP-000109, Yield Capitalization; 5/01
 MT-REAP-000108, Direct Capitalization; 5/01
 MT-REAP-981001, Uniform Standards of Professional Appraisal Practice; 3/00
 MT-REAP-980614, Advance Writing Skills, 3/00
 MT-REAP-981002, Fundamentals of Appraisal II, 3/00
 MT-REAP-981003, Fundamentals of Appraisal I, 9/99
 Connole-Morton Real Estate School, 1/91

Appraisal and Real Estate Organizations

Associate Member of the American Society of Farm Managers and Real Estate Appraisers
 Member of the Billings, Montana Association of Realtors
 Member Montana Farm and Ranch Brokers Association

Montana Appraiser License



State of Montana
Business Standards Division
Board of Real Estate Appraisers

This certificate verifies licensure as:

CERTIFIED GENERAL APPRAISER

REA-RAG-LIC-675

Status: **Active**
Expires: **03/31/2024**

JAMES D FRENCH
2670 RD 34 SOUTH
POMPEYS PILLAR, MT 59064



Montana Department of
LABOR & INDUSTRY
RENEW OR VERIFY YOUR LICENSE AT:
<https://ebiz.mt.gov/pol>

Renew online at <https://ebiz.mt.gov/pol> by signing in with your username and password.

The renewal cycle for your board opens 60 days prior to the expiration date on your current license.

Renew your license prior to your expiration date to avoid being charged a late fee(s).

Remember to maintain your online account information with a password, security question and a valid email address. You can update your account information by accessing the 'Account Management' link when logged in.

Section Divider VI

Legal Description

1. Legal Description
2. Certificate of Survey

Legal Description

Township 2 North, Range 29 East, MPM in Yellowstone County, Montana

That part of Section 13, Township 2 North, Range 29 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 3217 on file in the office of the Clerk and Recorder of said County, under Document #3316814 (24.049 acres)

Total Deeded Acreage Per Survey Records 24.049 acres+/-

Certificate of Survey

CERTIFICATE OF SURVEY NO. 3217
LOCATED IN:
GOVERNMENT LOT 4 OF SECTION 3, T. 2 N., R. 29 E., P.M.M.
YELLOWSTONE COUNTY, MONTANA
FOR: RUTH M. BEARD
BY: HKM ENGINEERING INC.,
GRANITE TOWER BUILDING
222 NORTH 32ND STREET, SUITE 700
BILLINGS, MONTANA 59102
DATE: NOVEMBER 2004

LEGEND:
 FOUND CLOSING SECTION CORNER AS NOTED. *
 FOUND PROPERTY CORNER AS NOTED. +
 FOUND CONCRETE RIGHT-OF-WAY MONUMENT WITH 3 FOOT OFFSET PIN (3/4" SMOOTH BAR) USED OFFSET PIN FOR POSITION SET.
 SURVEYOR'S NOTE 1:
 SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "HKM 14017 LS".

VICINITY MAP

CERTIFICATE OF SURVEYOR
 Brian Lee Schmalz, Montana Licensed Professional Land Surveyor No. 14017 LS, being first duly sworn, deposes and says that during the months of September and October, 2004, a survey was performed by me of a tract of land situated in Government Lot 4 of Section 3, T. 2 N., R. 29 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Beginning a Point which is the southeast corner of said Government Lot 4 of said Section 3,
 thence, N89°01'07"W, along the south line of said Government Lot 4, a distance of 1320.17 feet to the North 1/16 corner common to Sections 3 and 4;
 thence, N00°02'44"W, along the west line of said Section 3, a distance of 450.18 feet, to a point which is situated on the south right-of-way line of Interstate 94;
 thence, along said right-of-way line, S89°46'02"E a distance of 644.38 feet to Interstate 94 station 2058+140.140 RT;
 thence, continuing along said right-of-way line, N70°53'59"E a distance of 103.06 feet to Interstate 94 station 2059+160.160 RT;
 thence, continuing along said right-of-way line, N09°48'40"E a distance of 788.27 feet to a point which is situated on the east line of said Government Lot 4;
 thence, S00°04'12"E, along the east line of said Government Lot 4, a distance of 1168.57 feet, to the said point of beginning, said described tract containing an area of 24.049 acres. Subject to all assessments and/or rights-of-way of record, apparent on the ground or reserved per this survey.

Iron monuments of suitable size were set at all intersection points and that the dimensions on the plat conform to measurements made on the ground.

Dated this 13th day of November, 2004.
 Brian Lee Schmalz
 Brian Lee Schmalz
 Montana License No. 14017 LS

Subscribed and sworn before me, a Notary Public in and for the State of Montana, this 13th day of November, 2004.
 Notary Public in and for the State of Montana
 Residing at Billings, Montana
 My commission expires 01/01/2007

CLERK AND RECORDER
 3316814
 Page 1 of 1
 11/15/2004 10:28 AM

SCALE 1" = 200'

PURPOSE OF SURVEY -
RETRACE PARCEL CREATED BY INTERSTATE ROW
 The undersigned certifies that the purpose of this survey is to retrace a parcel that was created by the taking of interstate right-of-way through Government Lot 4 of Section 3, T. 2 N., R. 29 E., P.M.M. Therefore this survey is exempt from review and this survey was prepared pursuant to 76-3-404 (1)(c) M.C.A.
 The undersigned further certifies that this survey is exempt from the Montana Subdivision Act pursuant to 76-4-103 M.C.A.

CERTIFICATE OF COUNTY ATTORNEY
 This document has been reviewed by the County Attorney's office and is acceptable as to form.
 Dated: December 22, 2004
 Reviewed by: Linda A. Conner

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT
 This CERTIFICATE OF SURVEY has been reviewed by and approved by the Yellowstone City/County Health Department.
 T. William Richards, M.D.
 Health Officer/Authorized Representative
 Yellowstone City/County Health Department

DATED this 13th day of November, A.D., 2004.
 Ruth M. Beard
 Ruth M. Beard
 STATE OF MONTANA
 COUNTY OF Yellowstone

On this 13th day of November, 2004, before me a Notary Public in and for the State of Montana, personally appeared Ruth M. Beard, known to me to be the person who signed the foregoing instrument and who acknowledged to me that she executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana
 Residing at
 My commission expires 01/01/2007

HELEN I. TROST
 Notary Public in and for the State of Montana
 Residing at Helena, Montana
 My commission expires 01/01/2007

TRACT 1
 24.049 ACRES

POINT OF BEGINNING
 1168.57' DIST. TO CORNER OF TRACT 1
 1168.57' DIST. TO CORNER OF TRACT 1
 1168.57' DIST. TO CORNER OF TRACT 1

UNPLATTED

HKM PROJECT # 55748.101

Section Divider VII

Addendum

1. Engagement Letter

Engagement Letter

Engagement Letter for Appraisal

DATE OF AGREEMENT: August 29, 2023

PARTIES TO AGREEMENT:

Client:

Yellowstone County, Montana
PO Box 35024
Billings, Montana 59107
tmiller@yellowstonecountymt.gov

Appraiser:

Jim French
Certified General Real Estate Appraiser #675
2670 South 34th Road
Pompeys Pillar, MT 59064
(406) 860-2341
jimfrench2670@gmail.com

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

Parcel 1 of Certificate of Survey #3217, located in Section 3, Township 2 North, Range 29 East, MPM of Yellowstone County, Montana.

PROPERTY TYPE

Vacant Rural Land

INTEREST VALUED

Fee Simple Estate – Subject to Easements, Conveyances, Restrictions or Reservations of Record

INTENDED USERS

Yellowstone County, Montana

INTENDED USE

Purchase

TYPE OF VALUE

Fair Market Value

© 2006, Appraisal Institute

Engagement Letter

DATE OF VALUE

August 21, 2023 (Date of Purchase Contract)

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

The land allocation will be based on the appraiser's analysis, in conjunction with aerial photos and current property assessment information. It is understood that the land allocation may vary amongst the various records.

Montana is a non-disclosure state, and no person or entity is required to disclose sales information. Every attempt will be made to verify the sales within the area, via relevant sources. Some sales in the market area will not be able to be verified and the Opinion of Value will be limited to the sales disclosed within the appraisal report, which are considered reflective of market conditions, as of the effective date of valuation.

Unless a Title Report is provided, the property will be valued based on the Extraordinary Assumption that there are no adverse title exceptions that would negatively impact the Fair Market Value.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

None

ANTICIPATED SCOPE OF WORK

Valuation Approaches: Sales Comparison Approach / Cost Approach / Income Approach Note: Appraiser shall use only those approaches to value, which in his sole opinion, would render a credible opinion of value.

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

The site inspection will be completed in accordance with the intended use of this report.

DELIVERY DATE

Not later than September 13, 2023.

DELIVERY METHOD

E-Mail (PDF Copy)

NUMBER OF COPIES

Hard Copies available at \$75 each

PAYMENT TO APPRAISER

\$2,500 which is due and payable within 30 days of the delivery of the Appraisal Report.

Engagement Letter

PROPOSED IMPROVEMENTS

No proposed improvements

PROPERTIES UNDER CONTRACT FOR SALE

The property is subject to a buy/sell agreement, dated August 21, 2023 with a closing date of October 4, 2023 and a stated purchase price of \$240,000. A copy of the buy/sell agreement is incorporated into this agreement, by reference.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to or disclose the results of the appraisal prepared in accordance with this Agreement with any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use, the date of value, type of value or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay not less the 50% of the contracted fee, for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

© 2006, Appraisal Institute

Engagement Letter

APPRAISER INDEPENDENCE

The appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. The appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

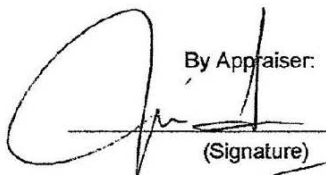
EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 10 days of the Date of Agreement specified.

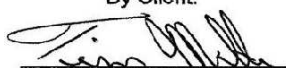
GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:


(Signature)
Tim Ferrell
(Printed name)
8-29-2023
(date)

By Client:


(Signature)
Tim Miller
(Printed name)
8-29-2023
(date)

Engagement Letter for Appraisal

DATE OF AGREEMENT: August 29, 2023

PARTIES TO AGREEMENT:

Client:

Yellowstone County, Montana
PO Box 35024
Billings, Montana 59107
tmiller@yellowstonecountymt.gov

Appraiser:

Jim French
Certified General Real Estate Appraiser #675
2670 South 34th Road
Pompeys Pillar, MT 59064
(406) 860-2341
jimfrench2670@gmail.com

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None

ANTICIPATED SCOPE OF WORK

Valuation Approaches: Sales Comparison Approach / Cost Approach / Income Approach Note: Appraiser shall use only those approaches to value, which in his sole opinion, would render a credible opinion of value.

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

The site inspection will be completed in accordance with the intended use of this report.

DELIVERY DATE

Not later than September 13, 2023.

DELIVERY METHOD

E-Mail (PDF Copy)

NUMBER OF COPIES

Hard Copies available at \$75 each

PAYMENT TO APPRAISER

\$2,500 which is due and payable within 30 days of the delivery of the Appraisal Report.

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APPRAISER INDEPENDENCE

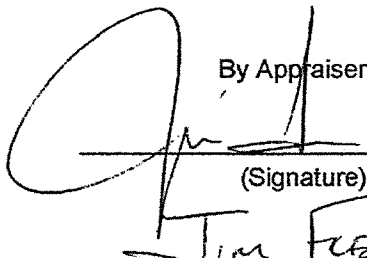
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GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:

(Signature)
Tim Ferrellet
(Printed name)
8-29-2023
(date)

By Client:

(Signature)
Tim Miller
(Printed name)
8-29-2023
(date)



3533 Gabel Rd, Billings, MT 59102
Phone (406)248-7877 | Fax (714)481-8827

Escrow Officer: Mary Ann Patterson - maryann.patterson@fste.com
Title Officer: Kristina Starns - kristina.starns@fste.com

Commitment No. 1110712

RE: Property Address: None Available, , MT

The Ranch Mart
2443 N. Frontage Road, Po Box 1992
Billings, MT 59103
Attention: Jim Espy

The Ranch Mart
2443 N. Frontage Road, Po Box 1992
Billings, MT 59103
Attention: Jim Espy

ENCLOSED please find the following:

- Title Commitment
- Supporting Documents

WARNING- WIRE FRAUD ADVISORY

Wire fraud continues to be a serious and prevalent issue in real estate transactions. Email hackers and criminals have become sophisticated and well-versed in targeting email accounts and impersonating participants in a transaction.

Flying S Title and Escrow of Montana, Inc. is now using **ClosingLock** as a transaction portal through which we can securely share wire instructions.

If you have an escrow or closing transaction with us and receive an email containing Wire Transfer Instructions, other than through **ClosingLock**, **DO NOT RESPOND OR REPLY TO THE EMAIL.**



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none">• Give us your contact information or show your driver's license• Show your government-issued ID or provide your mortgage information• Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>
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Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



ORT Form 4690 6/06 Rev. 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Issued through the office of:

**Flying S Title and Escrow of
Montana, Inc.**

**3533 Gabel Rd Billings, MT 59102
(406)248-7877**

By  *C. Monroe* President
Attest  *David Wald* Secretary



Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a [2016](#) ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: Flying S Title and Escrow of Montana, Inc., 3533 Gabel Rd, Billings , MT 59102 (406)248-7877

Issuing Office's ALTA ® Registry ID: 1147062

Loan ID No.:

Issuing Office Commitment/File No.: 1110712

Property Address: None Available, , MT

Revision No.:

SCHEDULE A

1. Commitment Date: **August 29, 2023 at 7:30 A.M.**

2. Policy to be issued: Premium Amount reflects applicable rate
 - (a) ☒ 2006 ALTA ® Standard Owner's Policy
 Proposed Insured: **Yellowstone County**
 Proposed Policy Amount: **\$240,000.00**
 Endorsements:

	Premium Amount	\$	900.00
		\$	

 - (b) ☐ 2006 ALTA ® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: \$
 Endorsements:

	Premium Amount	\$	
		\$	

 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$
 Endorsements:

	Premium Amount	\$	
		\$	

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:
Heirs and Devisees of Barbara Schmalz also known as Barbara K. Schmalz, deceased. Jeffrey D. Schmalz has been appointed Personal Representative of said estate.

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5. The Land is described as follows:

That part of Section 13, Township 2 North, Range 29 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 3217 on file in the office of the Clerk and Recorder of said County, under Document #[3316814](#).



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.
7. To eliminate paragraph 17 of Schedule B - Exceptions, we require one or more of the following:
 1. A full audit from the estate's accountant and his letter determining the possibility of taxes due,
 2. A final determination letter from the IRS that taxes are paid,
 3. A bond filed with the IRS to cover the payment of the tax,
 4. A Certificate of Discharge or Certificate of Release of the Land.

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ALTA Commitment for Title Insurance

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Old Republic National Title Insurance Company

SCHEDULE B, PART II **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Yellowstone to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Yellowstone County.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
10. 2023 taxes and special assessments are an accruing lien, amounts not yet determined or payable.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2022	\$193.88 Paid	\$193.86 Paid	D08235A	Subject Land

11. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.
12. Reservations in United States Patent, recorded May 7, 1923, , in [Book 84, Page 230](#), as Instrument No. 171765 .
13. Easement granted to Yellowstone Valley Electric Association, a corporation, recorded June 21, 1938, in [Book 206, Page 59](#) as Instrument No. 329195.
14. Easement for irrigation lateral and matters incidental thereto granted to United States, recorded August 27, 1969 in Book 903, Page 560, as Instrument No. [847071](#).
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 28, 2004, as instrument number [3316814](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
16. Title as vested is subject to further administration upon the estate of Barbara K. Schmalz in the Yellowstone District Court, Case No. DP-21-376.

Jeffrey D. Schmalz was appointed Personal Representative on October 22, 2021.
17. Any lien for federal estate tax payable by reason of the death of Barbara K. Schmalz.
18. Any judgments against Yellowstone County.

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INFORMATIONAL NOTES

- A. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company may not be able to close and insure a transaction involving Land that is associated with these activities.

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B.O.C.C. Regular

7. b.

Meeting Date: 09/19/2023

Title: Right of Entry Use Permit for Worden Ballantine Yellowstone County Water & Sewer District

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Right of Entry Permit for the Worden Ballantine Yellowstone County Water & Sewer District

BACKGROUND:

The right of entry permit is to allow the Water & Sewer District and its contractors to access county property for stream monitoring on Arrow Cr.

RECOMMENDED ACTION:

Place the permit to file

Attachments

Encroachment

RIGHT OF ENTRY/USE PERMIT

Yellowstone County, (hereinafter the County), grants to the Worden Ballantine Yellowstone County Water & Sewer District, (herein after the District), and/or its contractors, permission and right-of-entry to temporarily enter upon County property (tax code D08257A), for the purpose of flow monitoring Arrow Creek in the Ballantine area, as part of DNRC requirements for obtaining water rights for the Districts new wells, (hereinafter Project).

The Project will take place on a piece of county property that runs along Lower Canal Road which is within the jurisdiction of the County, on the south east edge of the Ballantine Townsite.


The Project involves periodic stream flow monitoring for up to 18 months from the date of execution of this agreement.

The District assumes full responsibility for any risk of bodily injury, death or property damage arising out of, or related to, the Project. Should the County be named as a party in any litigation or administrative proceedings in connection with the Project, the District agrees to defend, indemnify and hold harmless the County from and against any and all claims, demands, obligations, causes of action damages, liabilities, fines or and judgments, arising from the Project. The indemnification obligation is intended to be as broad as permitted by law.

The District further agrees that the Project shall not lead to any adverse impact or interference with protected activities, features, or attributes of the county property on either a temporary or permanent basis. In addition, the District shall fully restore the subject property. The county property must be returned to a condition which is at least as good as that which existed prior to the project.

Dated this 11th of September, 2023.


Yellowstone County Public Works Director


Worden Ballantine Yellowstone County
Water & Sewer District

Sandra Kust
Administrator