

OFFICIAL AGENDA
TUESDAY October 24, 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

Kelly Hogg	Detention Center	Retirement - 20 Years of Service
Tara Jensen	Road	25 Years of Service
Bethany Bender	County Attorney	20 Years of Service
Gary Burke	Sheriff Detective	10 Years of Service
Aaron Harris	Sheriff Patrol	10 Years of Service

9:30 a.m. BID OPENING

Open and Acknowledge RFP MontanaFair Entertainment Consultant

9:30 a.m. PUBLIC HEARING

Resolution 23-116 to Allow Time for Compliance with Marijuana Zoning Regulations - Public Hearing

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

- a. Yellowstone County Tax Appeal Board Secretarial Services Interlocal Agreement
- b. Board Openings - Updated List
- c. Support Letter - BEAD Program

2. ELECTIONS

- a. Purchase of ES&S DS950
- b. Resolution 23-114 for the Adoption and Provision of Legal Descriptions for County Commissioner Districts
- c. Resolution 23-115 for the Adoption and Provision of Legal Descriptions for Precincts

3. FINANCE

- a. Required Standard Audit Contract with JCCS.
- b. Agreement between Billings Community Foundation and Substance Abuse Connect (SAC) to be the Fiscal Agent.
- c. MetraPark ARPA Infrastructure Project #3 Arena Lot & Rideshare Change Order #1

4. PUBLIC WORKS

Change Order #1 with Hardrives Construction, Inc. for the 2023 RSID 798 Overlay

- 5. **SHERIFF**
 - a. Service Agreements for New Copiers at YCDF and YCSO
 - b. Renewal of Existing Agreement between YCSO and City of Billings for Tyler Technologies Public Safety Software Maintenance and Support

- 6. **YOUTH SERVICES**

Family Stabilization Program - Placements in the 22nd Judicial District Contract #PIF22-28

- 7. **HUMAN RESOURCES**
 - a. HAY Committee Recommendation - Deputy Public Works Director
 - b. **PERSONNEL ACTION REPORTS - MetraPark** - 1 Appointment; **Public Works** - 2 Terminations; **Road and Bridge** - 1 Termination; **Detention Facility** - 2 Appointments; 1 Termination; **Sheriff's Office** - 1 Termination

FILE ITEMS

- 1. **COMMISSIONERS**
 - a. Board Minutes - Park Board September 2023
 - b. HRDC Quarterly Report for September 30th

- 2. **FINANCE**
 - a. ARPA - SLFRF Compliance Report for Q3 2023 (July-September 2023)
 - b. Detailed Cash Investment Report September 2023

- 3. **PUBLIC WORKS**

Contracts for Snowplowing Subdivisions 2023 / 2024 - (RSIDs) Sierra Estates #698, Brookwood #769, Oakridge #675 & 787, Huntley Estates # 757, Cloverleaf Meadows # 651, Sanctuary Canyon # 779, Beartooth Point Estates # West Meadows # 698

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular**Meeting Date:** 10/24/2023**Title:** October Recognition / Departure of Service**Submitted By:** Charri Victory

TOPIC:

Kelly Hogg	Detention Center	Retirement - 20 Years of Service
Tara Jensen	Road	25 Years of Service
Bethany Bender	County Attorney	20 Years of Service
Gary Burke	Sheriff Detective	10 Years of Service
Aaron Harris	Sheriff Patrol	10 Years of Service

BACKGROUND:

na

RECOMMENDED ACTION:na

B.O.C.C. Regular

Meeting Date: 10/24/2023

Title: Open and Acknowledge RFP MontanaFair Entertainment Consultant

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Open and Acknowledge RFP MontanaFair Entertainment Consultant

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff for recommendation.

B.O.C.C. Regular**Meeting Date:** 10/24/2023**Title:** Public Hearing and Resolution to Allow Time for Compliance with Marijuana Zoning Regulations -**Submitted For:** Monica Plecker**Submitted By:** Monica Plecker

TOPIC:

Resolution 23-116 to Allow Time for Compliance with Marijuana Zoning Regulations - Public Hearing

BACKGROUND:

Since March of 2023 Yellowstone County has made known its intentions of enforcing zoning regulations as it relates to illegal marijuana businesses. This is shown in the attached Resolution 23-25. Since the passage of this resolution, the Board of County Commissioners adopted Interim Zoning Regulations to regulate marijuana uses on October 3, 2024, the BOCC voted to make these regulations permanent with some amendments. Prior to the enactment of the interim zoning regulations, some businesses began selling marijuana in Rural Residential and Agricultural zones. These zones do not allow for retail sales of any kind. Once the interim regulations were adopted they were consistent with the County's zoning and continued to prohibit dispensary/retail sales or other prohibited uses in rural residential or agricultural zones.

Soon after the adoption of the interim marijuana regulations, the County Attorney's office issued letters to providers who were operating contrary to the regulations. These letters provided erroneous information and indicated these businesses could continue. The letters stated the businesses were in compliance with regulations when they were not in compliance with regulations. In May of 2023, the County passed Resolution 23-25. This Resolution was intended to put marijuana providers that are operating in zones which prohibit retail sales that the County would be considering future action to suspend businesses who do not achieve compliance with the regulations.

On October 3, 2023, the County took action to make permanent the interim regulations. Immediately following this action, the BOCC passed a Resolution of Intent and set a public hearing regarding businesses who are operating out of conformance with zoning and are not able to meet the definition of nonconforming. The Resolution for consideration would require businesses to stop operating in whole or in part 12 months from the adoption of the permanent regulations (October 3, 2024). These businesses can continue beyond the 12 month period so long as the business is in conformance with zoning. Some businesses may find success in applying for zone changes to allow their operations to continue. Others may need to cease portions of their business. For example, a business who grows and dispenses in an Ag zone would need to stop dispensing within 12 months, but the growing or cultivation could continue as it is a permitted activity in the Ag district. There are many combinations of this scenario that could apply.

During this time, businesses should consider applying for zone changes to achieve compliance, or moving to locations which are compliant with zoning. For businesses who wish to seek a zone change, it should be noted, they will need to initiate this process by following the zone change process outlined in the administrative procedures in the Yellowstone County Zoning Code. Further, it should be noted, zone changes are evaluated based on findings to the required criteria. Each parcel and application are evaluated independently. The Board of County Commissioners is the decision-making authority on zone changes. Businesses who choose to do nothing during this 12 month period will not be able to continue operation beyond the timeframe established by the Resolution. Staff has recommended 12 months from the adoption of the permanent regulations.

The businesses that do not comply with zoning are listed below:

Name	Zoning
Enlighten LLC	RR3
Golden Valley Honey	A
Laughing Forrest	A
Lighthouse Organics	A
North Coast Cure	RR3
The Green Bee	RR1

Rural Residential zones do not allow cultivation, dispensing, manufacturing, or other uses. The agricultural zone only allows for cultivation. Businesses should refer to the complete permanent marijuana regulations to determine what parts of their businesses can be compliant versus cannot.

It should be noted, Granite Peak Distributing was included in the list of businesses on the October 3, 2023 Resolution of Intent. They have since been removed by staff in consultation with County Legal as it has been determined the business is able to meet the definition of nonconforming as included in the Zoning Code. More information regarding this businesses is in the attached presentation.

RECOMMENDED ACTION:

Planning Staff Recommends the Board of County Commissioners hold a public hearing, consider written and spoken testimony and then take action on the attached resolution. The attached resolution identifies 6 businesses that are operating out of compliance with zoning. The Resolution would allow 12 months for these businesses to comply with the regulations.

Attachments

Resolution 23-25
Resolution 23-116
Presentation

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23- 25

Resolution on Interim Zoning Regulations on the Sale of Recreational Marijuana Exemption

WHEREAS, Section 76-2-206 of the Montana Code Annotated gives a board of county commissioners the authority to enact interim zoning regulations for an emergency that involves public health, safety, morals or general welfare. The interim regulations are meant to allow the board to have time to study the situation to formulate a permanent plan to deal with the situation. To enact interim zoning regulations, a board needs to pass a resolution of intent, set a public hearing, give notice of the public hearing, make copies of the interim regulations available to the public, hold a public hearing, allow public comment at the hearing, consider public comment and other information at the hearing, pass a resolution and initiate a study of the situation to determine how the board should deal with the situation. The interim regulations can last for up to one year and can be extended for an additional year.

WHEREAS, Montana held a referendum on the recreational sale of marijuana. *Montana I-90, Marijuana Legalization Initiative (2020)*. Montana approved the recreational sale of marijuana. The referendum allowed time between the approval of the referendum and the sale of recreational marijuana. Yellowstone County was concerned about the sale of recreational marijuana. The County enacted interim zoning regulations to limit the sale of recreational marijuana to non-residential areas. *Yellowstone County Board of County Commissioners Resolution No. 21-93*. A marijuana provider filed a complaint seeking an injunction on the implementation of the regulations by the County. *Green Bee et al v. Billings and Yellowstone County Planning Division, Montana Thirteenth Judicial District Court, DY 21-1589*. A court issued a temporary injunction. The County filed a motion to vacate the injunction. Because of the injunction, the Yellowstone County Attorney's Office began to issue zoning compliance letters. The Planning Department usually provides zoning compliance letters. The County Attorney's Office provided the letters to providers who did not comply with the regulations. The County Attorney's Office provided letters to (NUMBER) providers who did not comply with the regulations. Attached is a list of the providers who received the letters. The temporary injunction expired. The case has been dismissed. The court never issued an order to permanently enjoin the County from the enforcement of the regulations. The County never entered into an agreement with the provider that it would not enforce the regulations. The County Attorney's Office issuance of zoning compliance letters created a difficult situation in which the County now has recreational marijuana providers that violate the regulations. The County reenacted the regulations pending adoption of permanent regulations. *Yellowstone County Board of County Commissioners Resolution No. 22-99*. The County is developing permanent regulations. The County anticipates that the permanent regulations will be similar to the interim regulations. The County anticipates the permanent regulations will allow the providers who do not comply with the interim regulations who received letters from the County Attorney's Office to continue the sale of recreational marijuana for a set time before they have to comply with the regulations.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners orders the providers who received letters from the Yellowstone County Attorney's Office and those listed in the attachment, that they were in compliance with the interim zoning regulations of the sale of recreational marijuana when they were not in compliance may continue to sell recreational marijuana while the interim regulations are in effect. The Board anticipates it will adopt permanent regulations similar to the interim regulations and the permanent regulations will contain a provision that will allow the providers who received letters from the County Attorney's Office that they were in compliance with the interim zoning regulations of the sale of recreational marijuana when they were not in compliance may continue to sell recreational marijuana for a set time (24 months after the adoption of permanent regulations) before they will be required to be in compliance with the regulations. The Board orders the City of Billings / Yellowstone County Planning Department to provide the providers with a copy of this resolution to provide them with notice of the situation. The Board orders the County Attorney's Office to cease issuing zoning compliance letters for the sale of recreational marijuana and the Planning Department to enforce the regulations except as noted in this resolution.

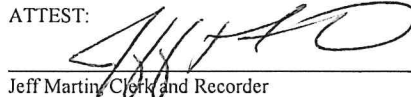
Passed and Adopted on the 7th day of March 2023.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


John Ostlund, Chair


Mark Morse, Member


Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Attachment:
List of Nonconforming Recreational Marijuana Providers

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23-116

Resolution to Allow Time for Compliance with Marijuana Zoning Regulations

WHEREAS, Montana held a referendum on the recreational sale of marijuana. *Montana I-90, Marijuana Legalization Initiative (2020)*. Montana approved the recreational sale of marijuana. Yellowstone County enacted interim zoning regulations on the sale of marijuana. *Yellowstone County Board of County Commissioners Resolution No. 21-93*. The County extended the regulations. *Yellowstone County Board of County Commissioners Resolution No. 22-99*. The County allowed providers in violation of the regulations who received letters from the Yellowstone County Attorney's Office that they complied with the regulations when they did not comply to continue to sell recreational marijuana while the regulations were in effect. *Yellowstone County Board of County Commissioners Resolution No. 23-25*. The County is in the midst of the process to enact permanent zoning regulations on the sale of marijuana. *Yellowstone County Board of County Commissioners Resolution No. 23-105*. The permanent regulations will supersede the interim regulations. The County regulations will limit the sale of recreational marijuana to land zoned for commercial or industrial use. Several of the providers who received letters from the County Attorney's Office that they complied with the interim regulations when they did not comply will not be in compliance with the permanent regulations. The providers are on land zoned for other than commercial or industrial use. The use of the land for the sale of any product, including marijuana, violates the zoning on the land. The County does not want to force these providers to immediately stop the sale of marijuana. The County wants to give these providers a reasonable amount of time to relocate onto land that will comply with the permanent zoning regulations.

WHEREAS, on October 3, 2023, the Yellowstone Board of County Commissioners passed a resolution of intent to allow more time for compliance with the marijuana zoning regulations and set a public hearing on the resolution for October 24, 2023. *Yellowstone County Board of County Commissioners Resolution No. 23-104*. On October 6, 2023, the Yellowstone County Clerk and Recorder mailed the resolution of intent and the notice of public hearing to the providers potentially affected by the permanent regulations. On October 6, 2023 and October 13, 2023, the Clerk and Recorder published notice of the public hearing in the Yellowstone County News. On October 24, 2023, the Board held a public hearing on the resolution. The Board heard comments on the Resolution. The Board determined that it would be in the best interest of the public to adopt the resolution.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners allows the marijuana providers who received letters from the Yellowstone County Attorney's Office that they complied with the interim regulations when they did not comply and will not comply with the permanent regulations to continue to operate at their locations until October 3, 2024. After October 3, 2024 the businesses in part or in whole will need to conform to zoning regulations. Providers may continue to operate the portions of their business which are compliant with the zoning regulations but would not be able to operate portions like dispensing, growing, manufacturing or other uses that are not permitted by zoning in the zone district in which the business is located. Attached is a list of the providers. The Board orders the Yellowstone County Clerk and Recorder to provide the providers with a copy of this resolution to give them notice of the situation.

Passed and Adopted on the 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

List of Providers

1. Enlighten LLC – RR3 Zone – 1745 Mary Street
2. Golden Valley Honey – A Zone– 3668 Wise Lane
3. Laughing Forrest – A Zone - 2221 Trails End Road
4. Lighthouse Organics – A Zone - 3925 Coulson Road
5. North Coast Cure – RR3 Zone – 406 Johnson Lane
6. The Green Bee – RR1 Zone – 1644 S 48th Street West

Resolution to Allow Time for Compliance with Marijuana Zoning Regulations & Public Hearing

Public Hearing - October 24

Background

- The County has a comprehensive zoning code which regulates all land uses including retail.
- Upon legalization of adult use marijuana the County adopted Interim Zoning Regulations providing detail regulations related to marijuana businesses of all types.
- The County has studied the matter and is in the process of making permanent the final regulations.
- There are seven businesses with zoning compliance issues that should be resolved.

What is an illegal business in the context of zoning?

- A business that is not in compliance with the zoning regulations or was not lawfully allowed prior to the adoption of the regulations

Table 27-1000.1: Primary Uses in Base Zone Districts

Table 27-1000.1: Primary Uses in Base Zone Districts	AG	Residential				Commercial	Industrial		Public					Additional Standards	
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review														
	A	RR1	RR3	N4	R-RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed		P3 Med
Parking, primary use						P	P	P	P						
Retail Sales															
Retail, Agricultural							P	P							
Commercial Greenhouse						P	P	P							
Retail, Limited with drive-thru						P	P								27-1009
without drive-thru						P	P								
Retail, General with drive-thru						P	P								27-1009
without drive-thru						P	P								
Retail, Large-Format						P	P	P							

What is an illegal business in the context of zoning?

- A business that is not in compliance with the zoning regulations

Section 2. That the Zoning Regulations for the Yellowstone County Jurisdictional Area be amended by revising Section 27-10 Use Table – to add certain marijuana related uses with restrictions (PR) to Table 27-1000.1 under the COMMERCIAL Use Category – Retail Sales.

The amended table shall read as follows:

Table 27-1000.1: Primary Uses in BaseZone Districts	AG	Residential				Commercial		Industrial		Public					Additional Standards	
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review															
	A	RR1	RR3	N4	R- RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed	P3 Med		
<u>Retail Sales</u>																
Retail, Agricultural							P	P								
Commercial Greenhouse						P	P	P								
<u>Marijuana Dispensary - Medical</u>						PR	PR	PR	PR						<u>27-1005.Q</u>	
<u>Marijuana Dispensary – Adult Use</u>						PR	PR	PR	PR						<u>27-1005.Q</u>	
<u>Marijuana Dispensary – Combined Use</u>						PR	PR	PR	PR						<u>27-1005.Q</u>	
Retail, Limited with drive-thru						P	P								27-1009	
without drive-thru						P	P									
Retail, General with drive-thru						P	P								27-1009	
without drive-thru						P	P									
Retail, Large-Format						P	P	P								

Why can't these businesses be considered "grandfathered"?

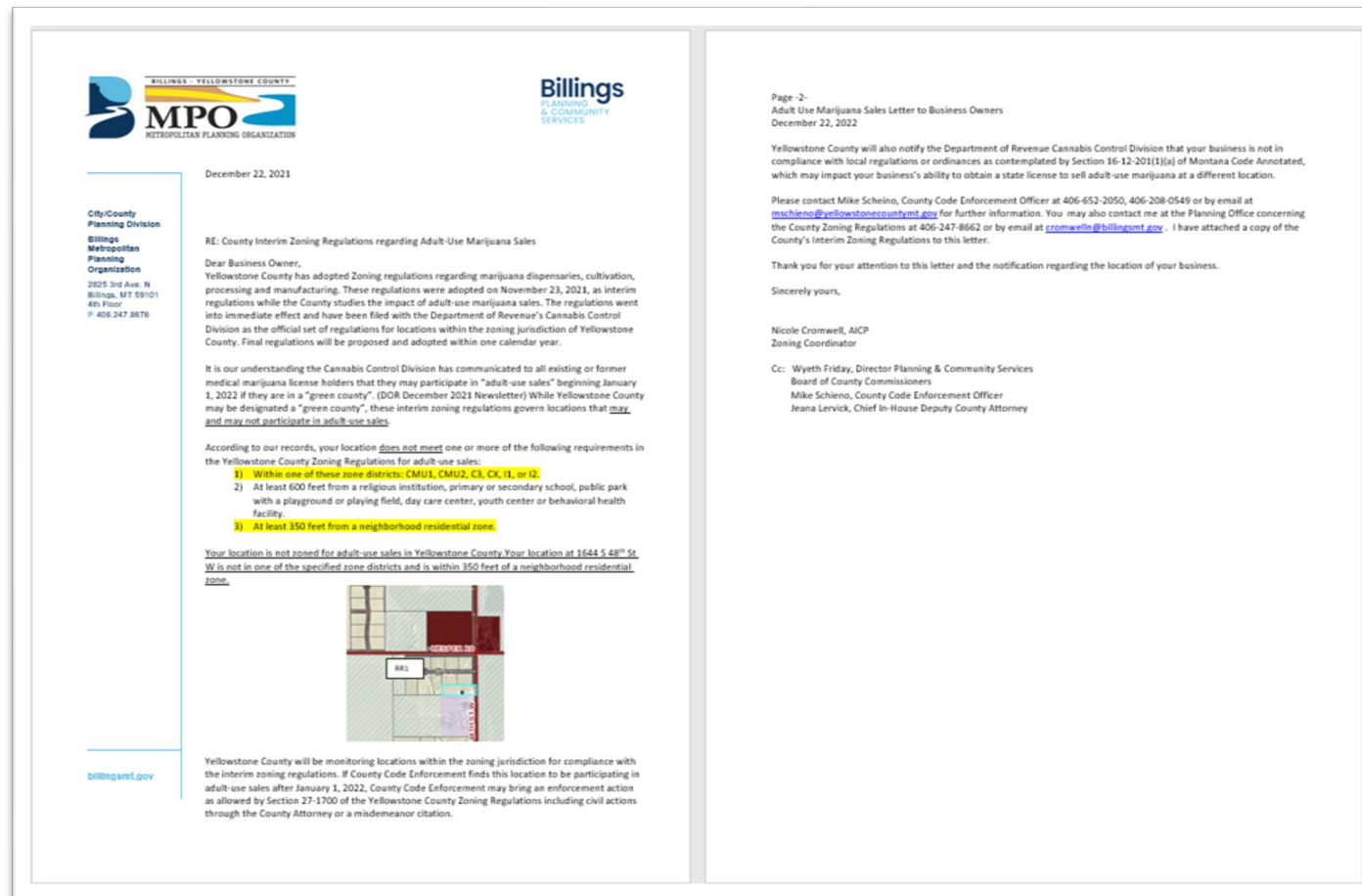
27-1800 Definitions

Nonconforming Use: A use or activity that was lawful prior to the adoption, revision, or amendment of this Zoning Code, but which by reason of such adoption, revision, or amendment, is no longer permitted in the zone district in which such use or activity is located.

Per 27-1000.1 retail sales were prohibited in the A and RR zones prior to the adoption of the interim zoning regulations. 6 of 7 businesses were not lawful and as such cannot be considered nonconforming.

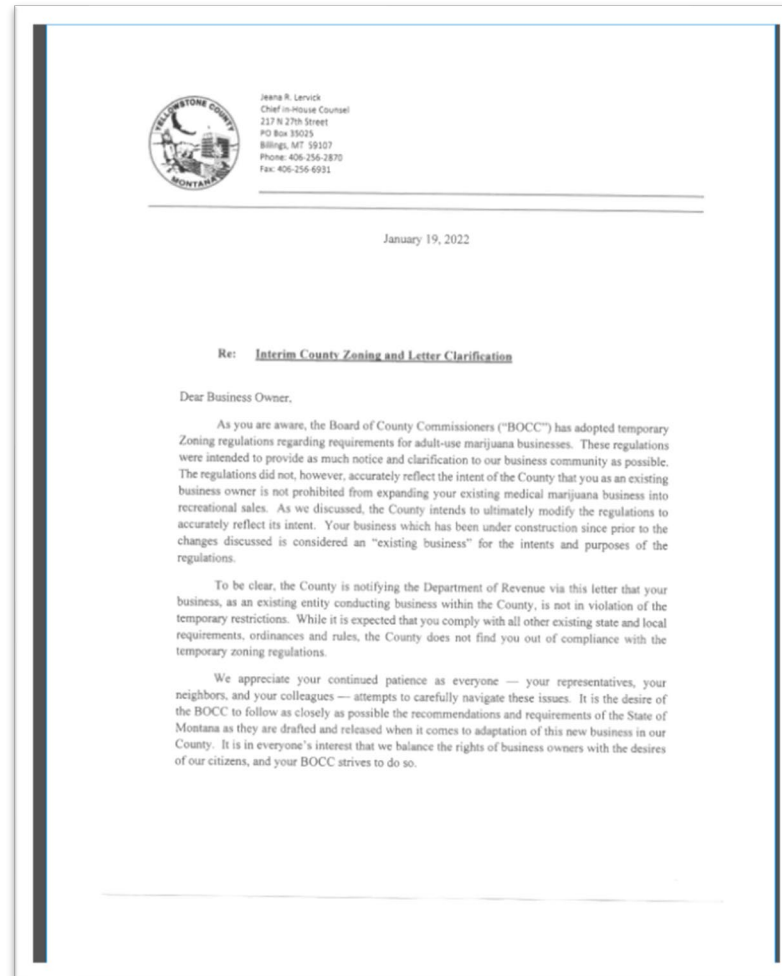
Conflicting Information

- In December 2021, the Planning Division notified businesses of zoning code conflicts



Conflicting Information

- In 2022, the County Attorney's office notified businesses erroneously regarding zoning compliance.



How to Move Forward and Achieve Zoning Code Compliance?

A look at the Illegal Businesses

Resolution 23-25

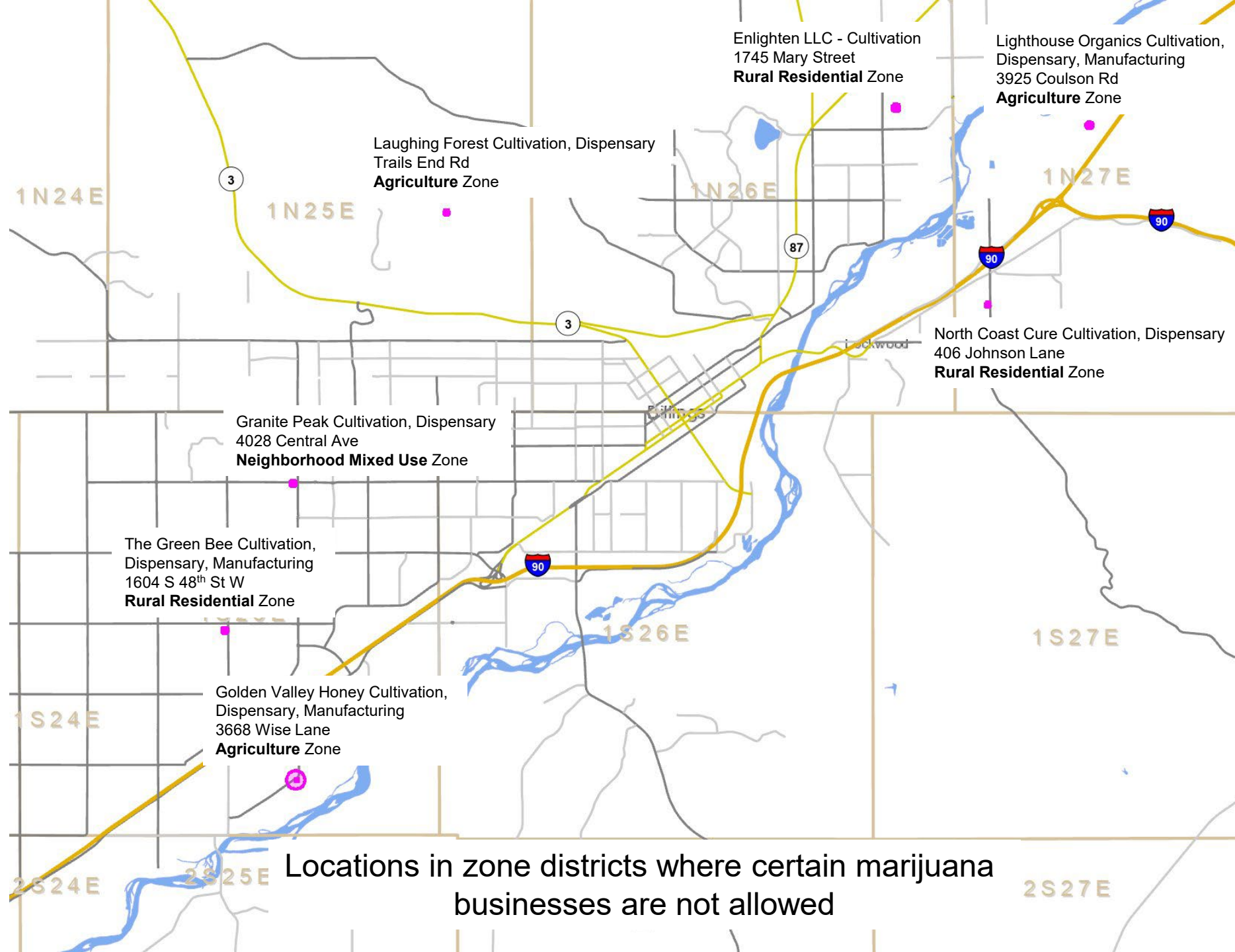
- Adopted by BOCC on March 7, 2023

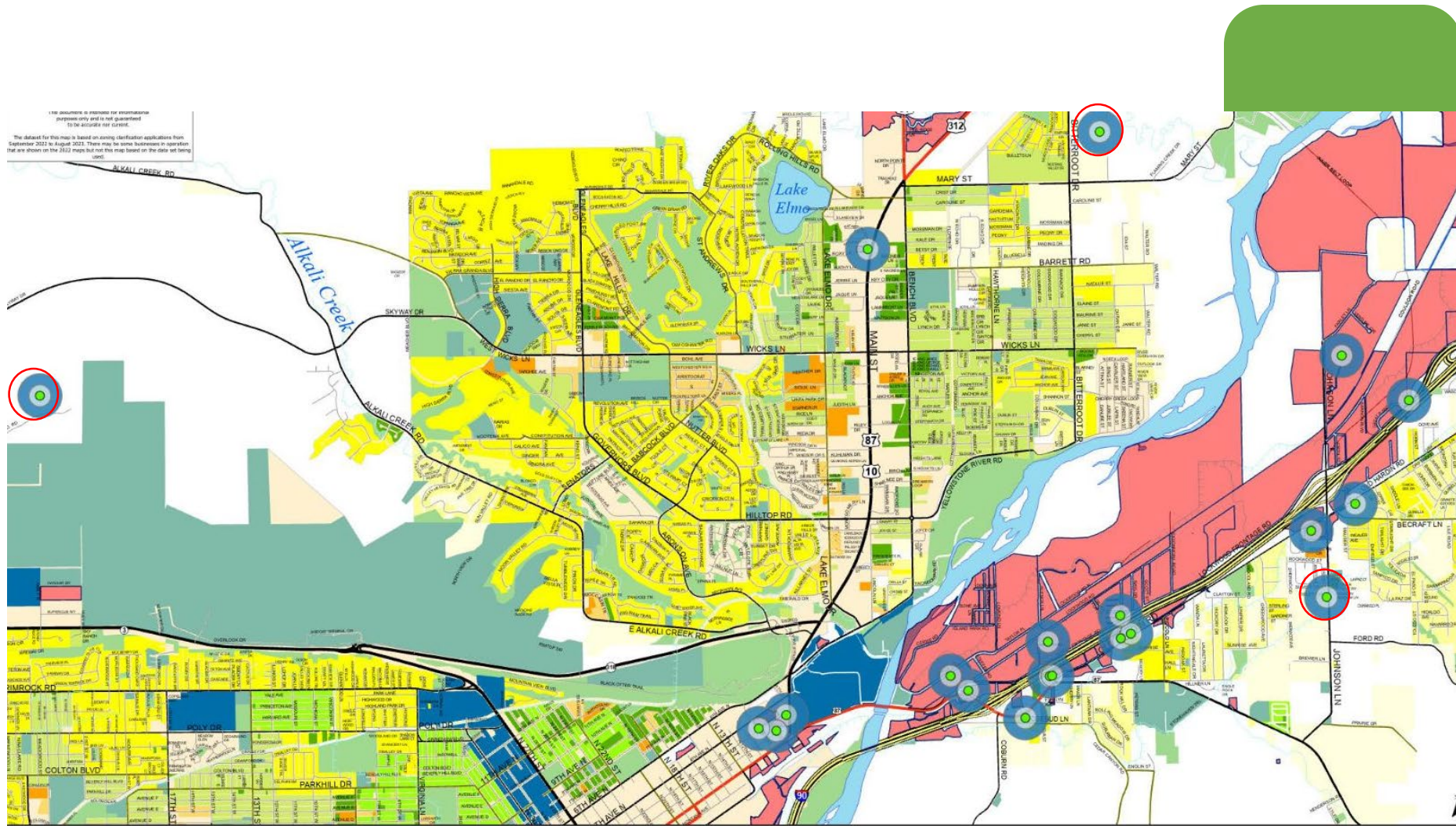
NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners orders the providers who received letters from the Yellowstone County Attorney's Office and those listed in the attachment, that they were in compliance with the interim zoning regulations of the sale of recreational marijuana when they were not in compliance may continue to sell recreational marijuana while the interim regulations are in effect. The Board anticipates it will adopt permanent regulations similar to the interim regulations and the permanent regulations will contain a provision that will allow the providers who received letters from the County Attorney's Office that they were in compliance with the interim zoning regulations of the sale of recreational marijuana when they were not in compliance may continue to sell recreational marijuana for a set time (24 months after the adoption of permanent regulations) before they will be required to be in compliance with the regulations. The Board orders the City of Billings / Yellowstone County Planning Department to provide the providers with a copy of this resolution to provide them with notice of the situation. The Board orders the County Attorney's Office to cease issuing zoning compliance letters for the sale of recreational marijuana and the Planning Department to enforce the regulations except as noted in this resolution.

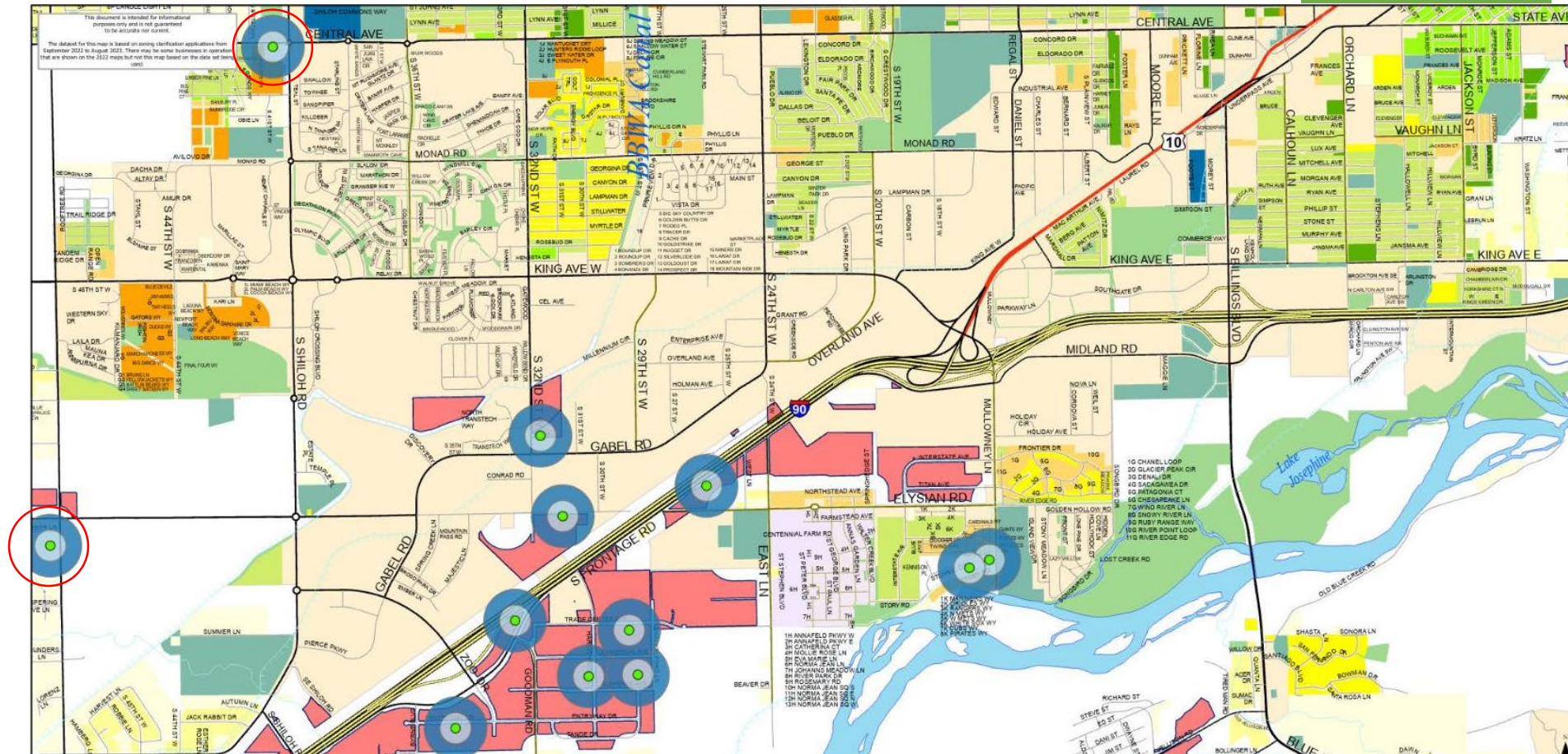
Locations and Zones

1. Enlighten LLC – RR3 Zone –
1745 Mary Street
2. Golden Valley Honey – A
Zone– 3668 Wise Lane
3. *Granite Peak Distributing –
NMU Zone - 4028 Central Ave
4. Laughing Forrest – A Zone -
2221 Trails End Road
5. Lighthouse Organics – A Zone -
3925 Coulson Road
6. North Coast Cure – RR3 Zone –
406 Johnson Lane
7. The Green Bee – RR1 Zone –
1644 S 48th Street West

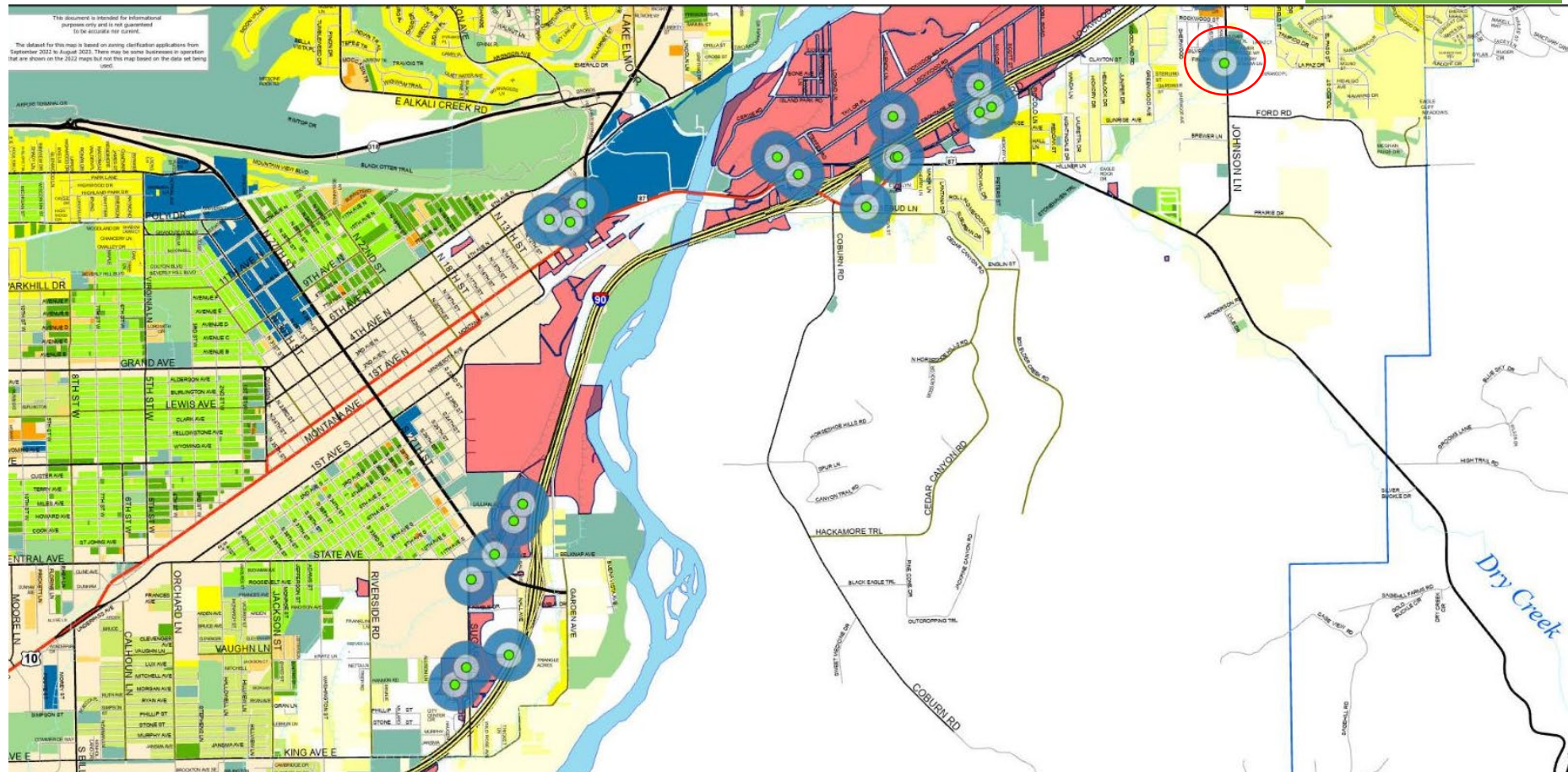




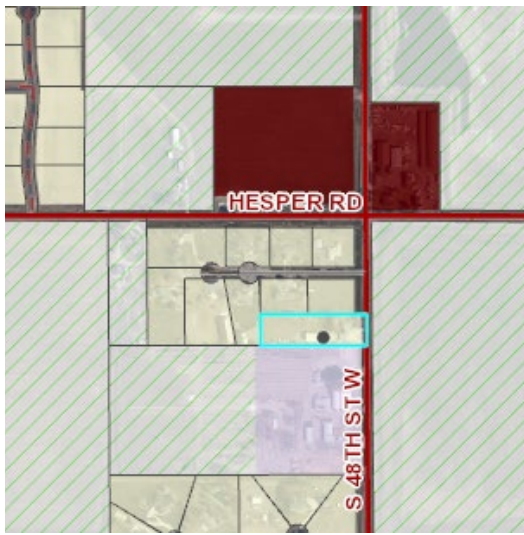
Verified Locations of Marijuana Businesses
Within the County Zoning Jurisdiction
September 2023



Verified Locations of Marijuana Businesses
Within the County Zoning Jurisdiction
September 2023



Verified Locations of Marijuana Businesses Within the County Zoning Jurisdiction September 2023

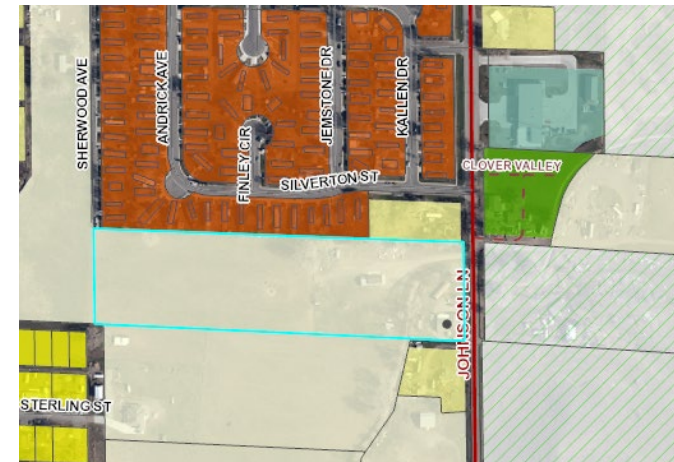


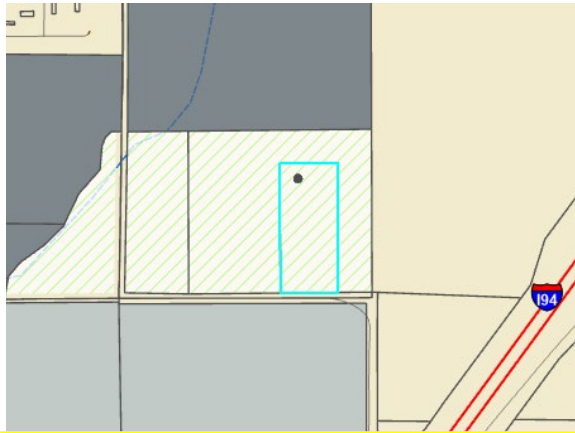
1604 S 48th St W
The Green Bee
Rural Residential

2221 Trails End Rd
Laughing Forest
Agriculture



406 Johnson Ln
North Coast Cure
Rural Residential

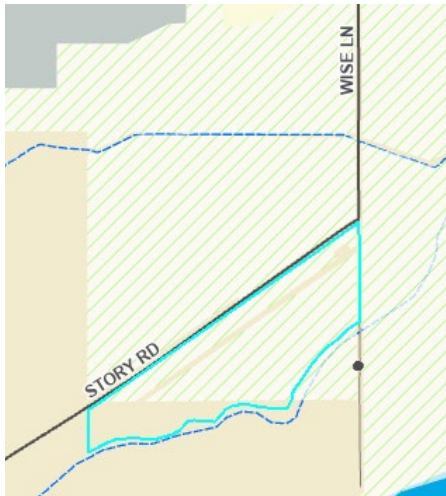




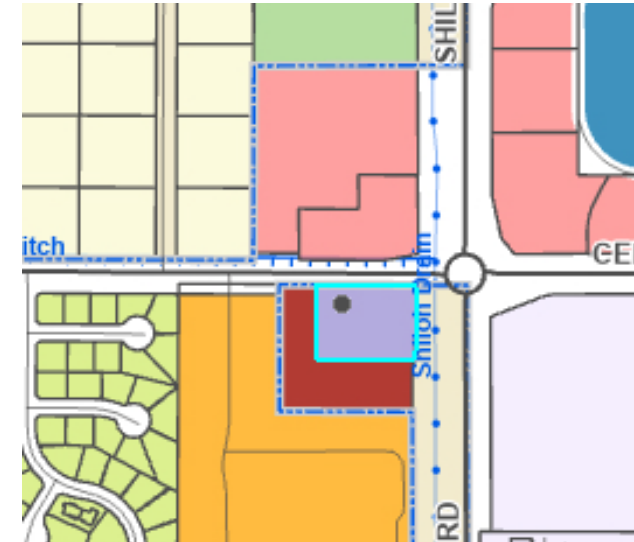
1745 Mary St
Enlighten LLC
Rural Residential



3925 Coulson Rd
Lighthouse Organics
Agriculture



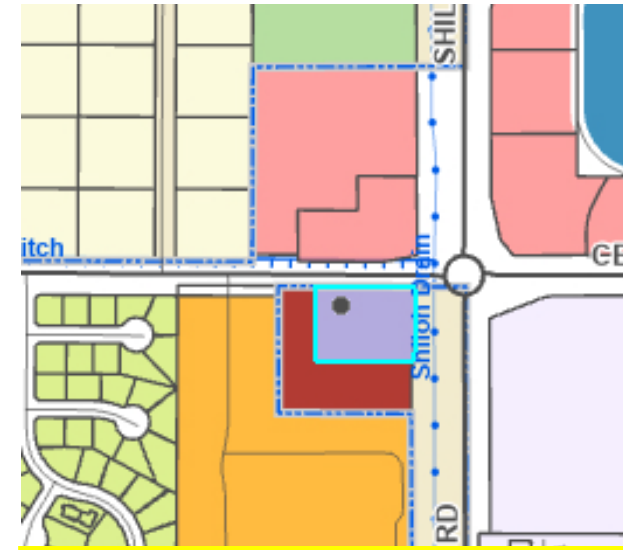
3668 Wise Lane
Golden Valley Honey
Agriculture



4028 Central Ave
GranitePeak
Distributing
Neighborhood Mixed Use

Granite Peak – Conforming or not?

- Granite Peak is different from the other 6 locations.
 - Zoning Compliance was applied for prior to Interim Regs being adopted but business was not yet in operation when regulations became effective.
 - Zoned NMU – a commercial zone which allows retail.
 - Granite Peak does meet the definition of conforming where all 6 other businesses don't
 - Why are we talking about Granite Peak? It does not meet the marijuana regulations as NMU is not a zone which allows dispensaries.
 - Options for Granite Peak: Apply for a CMU zone change to achieve compliance – The business would be legal by right and not considered nonconforming.
 - The BOCC may consider removing Granite Peak from the list of providers, thus the Resolution would be amended to reflect 6 providers. Staff has recommended this removal.



4028 Central Ave
Granite Peak
Distributing
Neighborhood Mixed Use

Why can't 6 businesses be considered "grandfathered"?

27-1800 Definitions

Nonconforming Use: A use or activity that was lawful prior to the adoption, revision, or amendment of this Zoning Code, but which by reason of such adoption, revision, or amendment, is no longer permitted in the zone district in which such use or activity is located.

Per 27-1000.1 retail sales were prohibited in the A and RR zones prior to the adoption of the interim zoning regulations. 6 of 7 businesses were not lawful and as such cannot be considered nonconforming.

Options for these businesses moving forward

- Prepare and submit a zone change application to a zone district where the use is allowed
 - This is not practical for locations that are surrounded by residential or agricultural zoning
- Move part or all of the business (dispensary, cultivation or manufacturing) to a new location with the proper zoning, or outside the zoning jurisdiction

Resolution of Intent

- A Resolution of Intent (23-104) which sets a public hearing date and providing additional guidance to staff. This passed on 10/3/23

stop the sale of marijuana. The County wants to give these providers a reasonable amount of time to relocate onto land that will comply with the permanent zoning regulations. Attached is a list of the providers potentially affected by the permanent zoning regulations.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to allow the providers who received letters from the Yellowstone County Attorney's Office that they complied with the interim regulations to sell marijuana when they did not comply and will not comply with the permanent regulations to continue to sell marijuana at their locations for twelve months upon passage of the resolution.

On October 24, 2023, the Board intends to hold a hearing on the resolution. The Board orders the Yellowstone County Clerk and Recorder to mail notice of this resolution of intent and notice of public hearing to the providers potentially affected by the resolution, publish notice of the hearing, provide copies of the proposed resolution to the public at his office, receive written comments and provide the comments to the Board before the hearing. After the hearing, the Board will either pass or not pass the resolution.

What the BOCC will consider on October 24

- The Board will hold a public hearing and take all testimony
- The Board will then act on whether to approve a resolution that does the following:
 - Identifies the businesses subject to the sunseting
 - Identifies a time period in which the businesses affected have to comply

B.O.C.C. Regular

1. a.

Meeting Date: 10/24/2023

Title: Yellowstone County Tax Appeal Board Secretarial Services Interlocal Agreement

Submitted By: Erika Guy

TOPIC:

Yellowstone County Tax Appeal Board Secretarial Services Interlocal Agreement

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Interlocal Agreement

**AN INTERLOCAL AGREEMENT BETWEEN THE MONTANA TAX APPEAL
BOARD AND THE COUNTY OF YELLOWSTONE TO COOPERATE IN THE
EMPLOYMENT OF A SECRETARY TO THE YELLOWSTONE COUNTY TAX
APPEAL BOARD**

WHEREAS the Montana Tax Appeal Board and the County of Yellowstone are both authorized to hire employees

WHEREAS Sections 7-11-101 through 108, MCA, authorize local governments to enter into interlocal agreements to jointly provide services that each are authorized to provide, and;

WHEREAS the Montana Tax Appeal Board and the Yellowstone County Commissioners have determined that the most efficient way to employ a Secretary for the Yellowstone County Tax Appeal Board is to hire that individual as a County employee, and;

WHEREAS the Montana Tax Appeal Board is responsible for reimbursing the County of Yellowstone for the hours worked by the Board Secretary on duties related to the County Tax Appeal Boards, and;

WHEREAS the purpose of this Interlocal Agreement is to provide the structure and basis for cooperation between the Montana Tax Appeal Board and the Yellowstone County Commissioners regarding the employment of the Secretary who serves the Yellowstone County Tax Appeal Board, and;

NOW THEREFORE, in consideration of the execution of this Agreement and the mutual covenants hereinafter expressed, the Montana Tax Appeal Board and the County of Yellowstone agree that it is to their mutual advantage to execute this Interlocal Agreement for the purposes of employing, managing, and administering the job position for the Secretary for the Yellowstone County Tax Appeal Board as follows:

A. Powers, Duties and Responsibilities of the County of Yellowstone

1. The Secretary for the Yellowstone County Tax Appeal Board will be treated in all respects as a County employee and will be paid a salary commensurate with other similar County positions. The salary will be \$18.15 per hour and 30% benefits, subject to all annual cost of living increases as determined by the County.
2. The County will pay the Secretary through its normal payroll process.

B. Powers, Duties and Responsibilities of the Montana Tax Appeal Board

1. The Montana Tax Appeal Board will reimburse the County of Yellowstone, at such times as requested but no less infrequently than once per fiscal year, for all costs associated with the Secretary's employment, such as the salary, payroll taxes, unemployment insurance, workers compensation insurance, social security and other

job-related benefits related to the duties performed on behalf of the Yellowstone County Tax Appeal Board at a fringe rate of 30 percent.

2. At the time of the request for reimbursement, the County of Yellowstone shall furnish the Montana Tax Appeal Board with a copy of the Secretary's timesheet and record of all the costs (payroll taxes, etc.) sought to be reimbursed.
3. If overtime costs are going to be incurred, they must be approved in advance by both the County of Yellowstone and the Montana Tax Appeal Board.
4. The Montana Tax Appeal Board agrees to notify the County of Yellowstone at least 30 days in advance of any budget shortfall that would affect this Agreement.

C. Effective Date, Duration and Termination

1. This Agreement shall become effective and binding upon execution by both parties and shall remain in effect until terminated pursuant to the termination provision set forth below.
2. Employment with the County will start on July 1, 2023, to coincide with the start of the fiscal year.
3. Either party may terminate this Agreement at the end of a fiscal year unilaterally upon the giving of at least sixty (60) days' notice, in writing, to the other party. The termination shall become effective at the beginning of the subsequent fiscal year, except in the event of a failure to meet any of the financial responsibilities set forth in this agreement, in which case termination may be made effective at the end of the sixty-day notice period.

Either party may initiate a request for modification of this Interlocal Agreement by serving a written copy of the proposed modification on the other party for review and consideration. Any modification shall become effective only when agreed to in writing and approved by both parties.

IN WITNESS WHEREOF, the Montana Tax Appeal Board and the County of Yellowstone have caused this Interlocal Agreement to be duly executed by their proper officers on the 24th day of October 2023.

MONTANA TAX APPEAL BOARD

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

ATTEST:

David McAlpin
Chairman
Montana Tax Appeal Board

Jeff Martin
Yellowstone County Clerk & Recorder

B.O.C.C. Regular

1. b.

Meeting Date: 10/24/2023

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

October 24, 2023

CITY/COUNTY PLANNING: DIST 3	2 year	1 partial to 12/31/24
CITY/COUNTY PLANNING: DIST 4	2 year	1 partial to 12/31/24
CITY/COUNTY PLANNING: DIST 6	2 year	1 partial 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
FUEGO FIRE SERVICE AREA	3 year	1 partial to 12/31/25

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

HISTORIC PRESERVATION BOARD	2 year	1 full to 12/31/25
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- ✚ NOTE: Eligible applicants for the above board must have professional expertise in history, planning, archaeology, architecture, or historic preservation-related disciplines.

LOCKWOOD TEDD ADVISORY BOARD	3 year	1 full to 3/31/26
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 full to 12/31/26 1 partial to 12/31/24 1 partial to 12/31/25
PARK BOARD	3 year	1 full to 6/30/26 1 partial to 6/30/25 1 partial to 6/30/24
YOUTH SERVICES CENTER	2 year	3 full to 12/31/25

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, November 23, 2023

October 3, 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, November 2, 2023

B.O.C.C. Regular

1. c.

Meeting Date: 10/24/2023

Title: Support Letter - BEAD Program

Submitted By: Erika Guy

TOPIC:

Support Letter - BEAD Program

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Support Letter - BEAD Program

Yellowstone County



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

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

October 24, 2023

Dear Director Giles,

The Yellowstone County Commission is committed to promoting growth, innovation, and equal opportunity for all of our constituents. Through our work, we focus on ensuring local and state leaders are responsible stewards of the resources available to our county and other Montana communities. By exercising this responsibility to the best of our ability, we can make sure the residents of Montana's largest county have everything they need to succeed.

Chief among the resources we are working to secure is access to quality and reliable broadband, something that has become much more important in today's digital world. Thanks to the Broadband Equity Access and Deployment (BEAD) Program, we have the opportunity to close our digital divide and ensure anyone who wants broadband can access it. This will be crucial for telehealth, schooling, and business development opportunities.

Montana is using the ConnectMT program to facilitate the distribution of \$629 million in BEAD funding, and we're excited about the prospect of improved broadband coming to Yellowstone County. However, upon inspection of the program rules, we noticed that Montana will be enforcing fixed price requirements for various speed tiers on program applicants. In our view, there is no reason to introduce this strict price setting into the equation because so many providers already proactively offer quality service at accessible prices.

For the ConnectMT program to be successful, we must cast a wide net and not discourage providers from participating in this crucial program. Enforcing a rate regulation when many providers are already offering affordable prices may make some internet providers choose not to apply. Not to mention the fact that the regulation would score two vastly different speed tiers similarly, meaning providers would be forced to offer their highest speeds at unsustainably low prices.

Rate regulation threatens to stifle competition and reduce participation in the BEAD program. We urge you to not move forward with this provision and instead adopt rules that will bring the best providers to the table.

Thank you for your dedication and hard work in closing our digital divide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

B.O.C.C. Regular

2. a.

Meeting Date: 10/24/2023

Title: Sales Agreement for ES&S DS950

Submitted For: Katherine Aldrich, Election Administrator

Submitted By: Katherine Aldrich, Election Administrator

TOPIC:

Purchase of ES&S DS950

BACKGROUND:

Yellowstone County's application for HAVA Grant funding has been approved by the Secretary of State for the purchase of a DS 950. ES&S is the only vendor approved by the Secretary of State to provide tabulation equipment in the state of Montana. The sales agreement has been prepared by the vendor and is ready for execution.

RECOMMENDED ACTION:

Approve purchase.

Attachments

Sales Agreement

Request to Expend

HAVA Grant Award Letter

Elections Sole Source Document



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Sales Quotation #: S2349

1st Election Date: June 4, 2024

Estimated Delivery Date: January 2024

Phone Number: 406-256-2740

Fax Number: N/A

Customer Contact, Title: Ginger Aldrich

Customer Name: Yellowstone County, Montana

Type of Sale: ☒ **NEW**

Type of Equip: ☒ **NEW** ☐ **REFURBISHED**

Bill To:

Yellowstone County, Montana

Ginger Aldrich

P.O. Box 35002

Billings, MT 59107

Ship To:

Yellowstone County, Montana

Ginger Aldrich

217 N. 27th Street - Room 101

Billings, MT 59107

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1	Model DS950 High-Speed Scanner and Tabulator: Model DS950 Scanner with Steel Table, Start-up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, and Two (2) Standard 8GB Memory Devices	1	\$133,100.00	\$133,100.00
2	Equipment Installation	1	\$2,225.00	\$2,225.00
3	Shipping & Handling	1	\$825.00	\$825.00
Order Total				\$ 136,150.00

Freight Billable: yes ☒ no ☐

Lori Mommaerts
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

Payment Terms

\$68,075.00 of Order Total will be invoiced upon Contract Execution.

\$68,075.00 of Order Total will be invoiced as Equipment is provided to Customer.

Invoices are due net 30 from receipt of invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS

GENERAL TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Tabulation Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (iv) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (v) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (vi) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Tabulation Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
ES&S HARDWARE MAINTENANCE AND
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Post-Warranty Term or any Renewal Period thereof. Generally,

Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed

pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License,

Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 4 of the General Terms. Updates to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$4,615.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$1,885.00
Total Maintenance Fees for the Initial Post-Warranty Term:		\$6,500.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as follows:</u>		
ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term.		
Payment is due before the start of each period within the Initial Post-Warranty Term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
1	Model DS950 Scanner	Year 1	\$4,615.00	\$4,615.00
Total Hardware Maintenance Fees for the Initial Post-Warranty Term				\$4,615.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Yellowstone County, Montana

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.
 - Customer will receive coverage for interim repair calls.

- Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
- A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Post-Warranty Term: Expiration of the Warranty Period through the **first** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
1	Model DS950 Scanner	Year 1	\$1,885.00	\$1,885.00
Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term				\$1,885.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
 - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Hardware and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



Yellowstone County

Request to Expend

10/10/2023

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

Item(s) Requested: 1 Model DS950 High-Speed Scanner

Cost: \$136,150

Other Costs: Under HB 173, any new machines need to be tested by a third-party before use. The Secretary of State is developing administrative rules concerning who may do this testing and what it will encompass. The applicable testing costs in compliance with HB 173, therefore, are currently unknown. Licensing costs will be billed separately and requested for adjustment at mid-year.

Less Trade-in / Discount: N/A

Net Cost of Request: \$136,150 -\$76,599.81 HAVA reimbursement = \$59,550.19

Explanation of Purchase: 1 Model DS950 High-Speed Scanner primarily for use in federal elections. HAVA funding reimbursement has been approved for a portion of the purchase. This is a sole-source procurement because ES&S is the only vendor qualified by the Secretary of State to provide election tabulation equipment in the state of Montana.

Elections

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 1000.000.104.410600.791

Approved: YES ___ NO ___

Budget Balance: \$60,000

Tabled: _____

Is this a budgeted item? Yes

Date: _____

Finance Note: _____

Votes: YES NO

Chairperson _____

Member _____

Member _____

Purchasing Agent

Date

10/18/23



**MONTANA SECRETARY
OF STATE'S OFFICE**



September 25, 2023

Yellowstone County
217 N. 27th Street, Room 101
Billings, MT 59101

Dear Yellowstone County,

Thank you for your HAVA grant submission. Your request for \$76,599.81 has been reviewed and approved. The Montana Secretary of State's Office will process and release the requested funds and a check will be issued to the address specified in your request.

Please let us know if you have any questions.

A handwritten signature in black ink, appearing to read "Andy Ritter".

Andy Ritter
Operations Manager, Montana Secretary of State
Andrew.Ritter@mt.gov
(406) 444-7911

YELLOWSTONE COUNTY

FINANCE DEPARTMENT

SOLE SOURCE PROCUREMENT JUSTIFICATION FORM

Each sole source purchase must satisfy the following requirements:

- There is only one source for the supply or service item;
- Only one source is acceptable or suitable for the supply or service item;
- The supply or service item must be compatible with current supplies or services;

Department Yellowstone County Election Office

Location: Room 101, Yellowstone County Courthouse

Date: October 20, 2023

Product/Service: DNS 950 High-speed Scanner and Tabulator, including shipping/install

Manufacturer: Election Systems & Software (ESS)

Estimated Cost of Purchase: \$136,150.00

Estimated length of Contract: (if applicable) N/A

What evaluation or other product suppliers or service providers was made? (Please furnish names, addresses, and other documentation.) None

How did you determine that there was only source for the product or services? ESS is the only state certified vendor for election hardware/software.

What product supplier or service provider has your Department used until now to satisfy similar requirements? ESS has been the sole source of election hardware/software for Montana Counties who use tabulation machines for the past decade.

Attach dated quote, estimated price and other documentation. Sales order Agreement attached

KV Aldrich
Department Head

[Signature]
Signature

Date 10/20/23

James Matteson
Purchasing Agent

James Matteson
Signature

Date 10/20/2023

Sole Source Procurement Fact Sheet

MCA 18-4-306, Sole Source Procurement--Records and ARM 2. 5.604, Sole Source Procurement require that when making sole source purchases, that a "*Sole Source Justification*" form be completed by the requesting Department Head and signed off by the County Purchasing Agent. The form should be used on any sole source purchase when the price of goods/services exceeds \$10,000.00.

The form has a 4-year retention period, and the form is to be made available for public inspection.



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Sales Quotation #: S2349

1st Election Date: June 4, 2024

Estimated Delivery Date: January 2024

Phone Number: 406-256-2740

Fax Number: N/A

Customer Contact, Title: Ginger Aldrich

Customer Name: Yellowstone County, Montana

Type of Sale: ☒ **NEW**

Type of Equip: ☒ **NEW** ☐ **REFURBISHED**

Bill To:

Yellowstone County, Montana

Ginger Aldrich

P.O. Box 35002

Billings, MT 59107

Ship To:

Yellowstone County, Montana

Ginger Aldrich

217 N. 27th Street - Room 101

Billings, MT 59107

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1	Model DS950 High-Speed Scanner and Tabulator: Model DS950 Scanner with Steel Table, Start-up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, and Two (2) Standard 8GB Memory Devices	1	\$133,100.00	\$133,100.00
2	Equipment Installation	1	\$2,225.00	\$2,225.00
3	Shipping & Handling	1	\$825.00	\$825.00
Order Total				\$ 136,150.00

Freight Billable: yes ☒ no ☐

Lori Mommaerts
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

Payment Terms	\$68,075.00 of Order Total will be invoiced upon Contract Execution.
	\$68,075.00 of Order Total will be invoiced as Equipment is provided to Customer.
	Invoices are due net 30 from receipt of invoice.
	Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.
Warranty Period (Years):	One (1) Year From Equipment Delivery
Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)	
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	
SEE GENERAL TERMS	

GENERAL TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Tabulation Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (iv) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (v) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (vi) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Tabulation Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
ES&S HARDWARE MAINTENANCE AND
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Post-Warranty Term or any Renewal Period thereof. Generally,

Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed

pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License,

Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 4 of the General Terms. Updates to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$4,615.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$1,885.00
Total Maintenance Fees for the Initial Post-Warranty Term:		\$6,500.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as follows:</u>		
ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term.		
Payment is due before the start of each period within the Initial Post-Warranty Term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
1	Model DS950 Scanner	Year 1	\$4,615.00	\$4,615.00
Total Hardware Maintenance Fees for the Initial Post-Warranty Term				\$4,615.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Yellowstone County, Montana

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.
 - Customer will receive coverage for interim repair calls.

- Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
- A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Post-Warranty Term: Expiration of the Warranty Period through the **first** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
1	Model DS950 Scanner	Year 1	\$1,885.00	\$1,885.00
Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term				\$1,885.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
 - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Hardware and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

B.O.C.C. Regular

2. b.

Meeting Date: 10/24/2023

Title: Resolution to Adopt Legal Descriptions for County Commissioners Districts

Submitted For: Katherine Aldrich, Election Administrator

Submitted By: Katherine Aldrich, Election Administrator

TOPIC:

Resolution 23-114 for the Adoption and Provision of Legal Descriptions for County Commissioner Districts

BACKGROUND:

Legal Descriptions for County Commissioners Districts are required to be filed by the governing body with the election administrator. The legal descriptions have been prepared and are ready to be adopted.

RECOMMENDED ACTION:

Adopt.

Attachments

Exhibit A - Cmr District Legal Descriptions

Exhibit B Cmr District Map

Resolution to Adopt CMR District Legal Descriptions

EXHIBIT A

Yellowstone County Commissioner Districts

District 1:

Beginning at a point located at the southeast corner of Section 36, Township 3 South, Range 29 East, said point also being located on the boundary of Yellowstone County; thence following multiple courses westerly and northerly along said boundary of Yellowstone County to a point along the West section line of Section 9, Township 1 South, Range 23 East, said point also being along the lowest point of unnamed coulee; thence following multiple courses northeasterly along lowest point of said unnamed coulee across the North half of Section 9, Southeast Quarter of Section 4, and the West half and Northeast Quarter of Section 3, Township 1 South, Range 23 East, to the North section line of said Section 3; thence west along section line to a point at the centerline of Canyon Creek Road located in Section 33, Township 1 North, Range 23 East; thence following multiple courses easterly along said centerline of Canyon Creek Road to the intersection with centerline of Buffalo Trail Road, said point also being located in the Southeast Quarter of Section 35, Township 1 North, Range 23 East; thence following multiple courses southeasterly along centerline of said Buffalo Trail Road to the intersection with the centerline of Lipp Road, said point also being located in the Northwest Quarter of Section 5, Township 1 South, Range 24 East; thence east along said centerline of the old alignment of Lipp Road; thence east along said Lipp Road to the intersection with the centerline of 88th Street West, said point also being the Southwest corner of Section 2, Township 1 South, Range 24 East; thence north along centerline of said 88th Street West to the intersection with centerline of Cove Ditch, said point also being located in the Southwest Quarter of said Section 2; thence following multiple courses easterly along said centerline of Cove Ditch to the intersection with the

centerline of Grand Avenue, said point also being located along the North section line of Section 1, Township 1 South, Range 24 East; thence east along said centerline of Grand Avenue to the intersection with the centerline of 69th Street West, also being located in the Northwest Quarter of Section 6, Township 1 South Range 25 East; thence south along said centerline of 69th Street West to a point perpendicular to the Northwest property corner of Parcel 20C of Certificate of Survey 1390; thence southeast along the centerline of an unnamed creek through said Parcel 20C, and Lot 4, Block 1, Saige Subdivision, and Lot 4. Lot 3, Block 1, Billabong Subdivision, and Parcel 1 of Certificate of Survey 1412 to a point along the centerline of High Ditch, said point also being located said in Parcel 1 of Certificate of Survey 1412; thence following multiple courses northeasterly along said High Ditch to the intersection with the centerline of Grand Avenue, said point also being located along the North section line of Section 6, Township 1 South, Range 25 East; thence east along said centerline of Grand Avenue to the intersection with the centerline of 64th Street West; thence south along said 64th Street West to the intersection with the centerline of Fire Rock Drive; thence westerly along the centerline of Fire Rock Drive to the intersection with the centerline of Harvest Moon Drive; thence south along the centerline of Harvest Moon Drive to the intersection with the centerline of Chimney Rock Drive to the intersection with the centerline of 64th Street West; thence south along said centerline of 64th Street West to the intersection with the centerline of Central Avenue, said point also being located at the Northwest corner of Section 8, Township 1 South, Range 25 East; thence east along said centerline of Central Avenue to the intersection with the centerline of South 12th Street West, said point also being located along the North section line of Section 8, Township 1 South, Range 26 East; thence south along said centerline of South 12th Street West to the intersection with the centerline of Kalmar Drive; thence west along Kalmar Drive to the

intersection with the centerline of South Plainview Street; thence south along the centerline of South Plainview Street to the intersection with the centerline of Monad Road; thence following multiple courses easterly along said centerline of Monad Road to the intersection with the centerline of Moore Lane; thence southerly along the centerline of Moore Lane to the intersection with the centerline of Laurel Road; thence easterly along the centerline of Laurel Road to the intersection with the centerline of Foote Street; thence south along the centerline of Foote Street to the intersection with the centerline of Underpass Avenue; thence following multiple courses northeasterly along said centerline of Underpass Avenue to the intersection with the centerline of Laurel Road, said point also being located in the Northwest Quarter of Section 9, Township 1 South, Range 26 East; thence northeasterly along the centerline of Laurel Road to the intersection with the centerline of State Avenue; thence east along the centerline of State Avenue to the intersection with the centerline of 5th Avenue South, said point also being along the South section line of Section 3, Township 1 South, Range 26 East; thence northeasterly along said centerline of 5th Avenue South to the intersection with the centerline of South 27th Street; thence northwest along the centerline of South 27th Street to the intersection with the centerline of Minnesota Avenue; thence easterly along the centerline of Minnesota Avenue to the intersection with the centerline of Montana Rail Link Railroad Mainline, said point also being located in the Southwest Quarter of Section 34, Township 1 North, Range 26 East; thence northeast along said Montana Rail Link Railroad Mainline to the intersection with the easterly bank of the Yellowstone River, said point also being located in the Northeast Quarter of said Section 34; thence following multiple courses northeasterly along said easterly bank of the Yellowstone River to the intersection with an unnamed water way, located near the Northeast property corner of Parcel B, Certificate of Survey 705, Section 26, Township 1 North, Range 26

East; thence southeast along said unnamed water way to the intersection with the centerline of the Montana Rail Link Railroad Mainline; thence southwest along Montana Rail Link Railroad Mainline to the intersection with the centerline of Brickyard Lane; thence south along the centerline of Brickyard Lane to the intersection with the centerline of Lockwood Road; thence northeast along the centerline of Lockwood Road to the intersection with unnamed water way, located near the Northeast property corner of Tract 1, Certificate of Survey 2595, Section 26, Township 1 North, Range 26 East; thence southeast along said unnamed water way to the intersection with the centerline of West bound lane of Interstate 90, said point also being located in the Southwest Quarter of Section 25, Township 1 North, Range 26 East; thence following multiple courses easterly along said centerline of the West bound lane of Interstate 90 to the intersection with the centerline of Johnson Lane, said point also being located in the South half of Section 19, Township 1 North, Range 27 East; thence south along the centerline of Johnson Lane to the intersection with Old Hardin Road; thence easterly along Old Hardin Road to the intersection with the centerline of Becraft Lane; thence easterly along the centerline of Becraft Lane to the intersection with the centerline of Noblewood Drive, said point also being located in the South half of Section 20, Township 1 North, Range 27 East; thence north along the centerline of Noblewood Drive to the intersection with the centerline of Spotted Jack Loop South; thence following multiple courses easterly along said centerline of Spotted Jack Loop South to the intersection with the centerline of Spotted Jack Loop East; thence north along the centerline of Spotted Jack Loop East to the intersection with the centerline of Spotted Jack Loop North; thence west along the centerline of Spotted Jack Loop North to the centerline of the intersection with the underground Lockwood Ditch; thence northeasterly along said centerline of Lockwood Ditch to the intersection with the centerline of Old Hardin Road, said point being located in the

Northeast Quarter of Section 20, Township 1 North, Range 27 East; thence following multiple courses easterly along said centerline of Old Hardin Road to a point along the West section line of Section 23, Township 1 North, Range 27 East; thence north along the section line to a point along the centerline of the East bound lane of Interstate 90, said point also being along said West section line of Section 23; thence following multiple courses southeasterly along the centerline of the East bound lane of Interstate 90 to a point intersecting with the centerline of Pryor Creek, said point also being located in the Southwest Quarter of Section 30, Township 1 North, Range 28 East; thence following multiple courses southerly along the centerline of Pryor Creek to a point along the North section line of Section 5, Township 1 South, Range 28 East, said point also being along boundary line of Crow Reservation; thence east along section lines to the intersection with the centerline of Indian Creek Road; thence following multiple courses easterly along the centerline of Indian Creek Road to the intersection with the centerline of West bound lane of Interstate 90, said point also being located in the Southeast Quarter of Section 34, Township 1 North, Range 28 East; thence following multiple courses easterly along said centerline of West bound lane of Interstate 90 to the intersection with the boundary line of Yellowstone County, said point also being located along the East section line of Section 1, Township 1 South, Range 29 East; thence south along said boundary line of Yellowstone County to the point of beginning.

District 2:

Beginning at a point located at the Southwest corner of Section 18, Township 6 North, Range 30 East, said point also being located on the boundary of Yellowstone County; thence following multiple courses along said boundary of Yellowstone County in a clockwise direction to a point on the centerline of West bound lane of Interstate 90, said point also being located in the Northeast Quarter of Section 1, Township 1 South, Range 29 East; thence following multiple courses westerly along said centerline of West bound lane of Interstate 90 to the intersection with the centerline of Indian Creek Road, said point also being located in the Southeast Quarter of Section 34, Township 1 North, Range 28 East; thence southwesterly along the centerline of Indian Creek Road to the intersection with the South section line of Section 33, Township 1 North, Range 28 East; thence west along section lines to the intersection with the centerline of Pryor Creek, said point being located on the South section line of Section 31, Township 1 North, Range 28 East; thence following multiple courses northerly along said centerline of Pryor Creek to the intersection with the centerline of East bound lane of Interstate 90, said point also being located in the Southwest Quarter of Section 30, Township 1 North, Range 28 East; thence following multiple courses westerly along said centerline of the East bound lane of Interstate 90 to the intersection of the West section line of Section 23, Township 1 North, Range 27 East; thence south along section line to the intersection with the centerline of Old Hardin Road; thence following multiple courses northwesterly along the centerline of said Old Hardin Road to the intersection with the underground Lockwood Ditch, said point also being located in the Northeast Quarter of Section 20, Township 1 North, Range 27 East; thence southerly along said centerline of Lockwood Ditch to the intersection with the centerline of Spotted Jack Loop North, said point being located in said Section 20; thence east along the centerline of Spotted Jack Loop

North to the intersection with the centerline of Spotted Jack Loop East; thence south along the centerline of Spotted Jack Loop East to the intersection with the centerline of Spotted Jack Loop South; thence following multiple courses westerly along said centerline of Spotted Jack Loop South to the intersection with the centerline of Noblewood Drive; thence south along said centerline of Noblewood Drive to the intersection with the centerline of Becraft Lane, said point being located in the South half of Section 29, Township 1 North, Range 27 East; thence west along said centerline of Becraft Lane to the intersection with the centerline of Old Hardin Road; thence southwesterly along said centerline of Old Hardin Road to the intersection with the centerline of Johnson Lane; thence north along said centerline of Johnson Lane to the intersection with the centerline of West bound lane of Interstate 90, said point also being located in the South half of Section 19, Township 1 North, Range 27 East; thence southwesterly along said centerline of West bound lane of Interstate 90 to the intersection with the centerline of an underground unnamed water way, said point also being located along the West section line of Section 25, Township 1 North, Range 26 East; thence northwesterly along the centerline of said underground unnamed water way to the intersection with the centerline of Lockwood Road; thence southwesterly along the centerline of Lockwood Road to the intersection with the centerline of Brickyard Lane; thence north along the centerline of Brickyard Lane to the intersection with Montana Rail Link Railroad main line thence easterly along said Montana Rail Link Railroad main line to the intersection with the centerline of an underground unnamed waterway; thence northwesterly along centerline of said underground unnamed waterway to the intersection with the easterly bank of the Yellowstone River, said point also being located near the Northwest property corner of Parcel B, Certificate of Survey 705, Section 26, Township 1 North, Range 26 East; thence following multiple courses southerly along said easterly bank of

the Yellowstone River to the intersection with the Montana Rail Link Railroad main line, said point also being located in the Northeast Quarter of Section 34, Township 1 North, Range 26 East; thence southerly along said Montana Rail Link Railroad main line to the intersection with the centerline of Minnesota Avenue, said point also being located in the Southwest Quarter of said Section 34; thence southwesterly along said centerline of Minnesota Avenue to the intersection with the centerline of South 27th Street, said point also being located in the Northeast Quarter of Section 3, Township 1 South, Range 26 East; thence southeasterly along the centerline of South 27th Street to the intersection with the centerline of 5th Avenue South; thence southwesterly along said centerline of 5th Avenue South to the intersection with the centerline of State Avenue; thence west along the centerline of State Avenue to the intersection with the centerline of Laurel Road, said point being located in the North half of Section 9, Township 1 South, Range 26 East; thence west to the intersection of Montana Avenue and 5th Street West, said point also being located in the South half of Section 4, Township 1 South, Range 26 East; thence north along the centerline of 5th Street West to the intersection with Grand Avenue and Virginia Lane; thence continuing north along the centerline of Virginia Lane to the intersection with Rimrock Road, said point also being located along the West section line of Section 32, Township 1 North, Range 26 East; thence west along the centerline of Rimrock Road to the intersection with the centerline of James Street; thence north along the centerline of James Street until it dead ends at the South property boundary line of Lot 5B, Salsbury Subdivision, Section 30, Township 1 North, Range 26 East; thence north to the a point along the centerline of North 27th Street; thence west the centerline of along North 27th Street to the roundabout intersection with State Highway 3; thence continuing west along the centerline of State Highway 3 to the intersection with the West section line of Section 25, Township 1 North, Range 25 East; thence

north along section line to the Northwest property corner of Parcel 12, Certificate of Survey 2037, Section 26, Township 1 North, Range 25 East; thence west along the North property line of said Parcel 12 to a point; thence north across the following tracts of land, Parcel 11, 8, 6, 4, and 2 of said Certificate of Survey 2037, to the North property line of said Parcel 2, Certificate of Survey 2037, Section 23,. Township 1 North, Range 25 East; thence east along the North property line of said Parcel 2 to the Northwest property corner of said Parcel 2, said point also being located along the West section line of Section 24, Township 1 North, Range 25 East; thence north along section line to the Northwest corner of said Section 24 said point also being the North property corner of Parcel 1, Certificate of Survey 2334; thence following multiple courses in a clockwise direction to a point on the South section line of Section 19, Township 1 North, Range 26 East; thence east along the section line to a point within Parcel 1, Certificate of Survey 2432, Section 30, Township 1 North, Range 26 East; thence following multiple courses southerly and northerly to a point located in the bottom of a coulee, said point also being located along the South section line of Section 19, Township 1 North, Range 26 East; thence following multiple courses northerly along said bottom of coulee to the intersection with the centerline of Alkali Creek, said point also being located in the East half of said Section 19; thence following multiple courses easterly along said centerline of Akali Creek to the intersection with the centerline of Alkali Creek Road; thence northerly along said centerline of Alkali Creek Road to a point located on the West section line of Section 20, Township 1 North, Range 26 East; thence north along section lines to the Northwest property corner of Lot 9, Block 1, High Sierra Subdivision 7th Filing, Section 17, Township 1 North, Range 26 East; thence east along the North property line of said Lot 9 to the intersection with Benjamin Boulevard; thence east along centerline of said Benjamin Boulevard to the intersection with the centerline of High Sierra

Boulevard; thence south along said the centerline of High Sierra Boulevard to the intersection with the centerline of Matador Avenue; thence east along said centerline of Matador Avenue to the intersection with the centerline of Vesca Way; thence south along said centerline of Vesca Way to the intersection with the centerline of Sierra Granda Boulevard; thence along said centerline of Sierra Grand Boulevard to the intersection with the East section line of Section 17, Township 1 North, Range 26 East; thence north along said section line to the Northwest corner of Section 16, Township 1 North, Range 26 East; thence east along section line to the North $\frac{1}{4}$ corner of said Section 16; thence north along mid-section line of Section 9 to the intersection with the Billings Bench Water Association Canal, said point also being located in the South half of said Section 9; thence following multiple courses northerly along said Billings Bench Water Association Canal to the intersection with Five Mile Creek, said point also being located in the Southwest Quarter of Section 4, Township 1 North, Range 26 East; thence following multiple courses northwesterly of said Five Mile Creek to the intersection with the centerline of Alexander Road, said point also being located along the South section line of Section 32, Township 2 North, Range 26 East; thence following multiple courses westerly and northerly along said centerline of Alexander Road to the intersection with the centerline of Shepherd Action Road, said point also being located at the Northwest corner of Section 8, Township 2 North, Range 26 East; thence east along said centerline of Shepherd Action Road to the intersection with the centerline of US Highway 87, said point also being located at the Northeast corner of Section 10, Township 2 North, Range 26 East; thence north along said centerline of US Highway 87 to the intersection with the centerline of Martin Curtis Road, said point also being located at the Northwest corner of Section 11, Township 3 North, Range 26 East; thence east along said centerline of Martin Curtis Road to the West section line of Section 1, Township 3

North, Range 26 East; thence following multiple courses northeasterly to the Northwest corner of Section 6, Township 3 North, Range 27 East, said point also being located on a two-track road; thence following multiple courses east along said two-track road to the Southeast corner of Section 32, Township 4 North, Range 27 East; said point also being located on a two-track road; thence following multiple courses easterly along said two-track road across lands of Section 4, 3 and 1 Township 3 North, Range 27 East, Section 33, 34, 35 and 36, Township 4 North, Range 27 East to the Southwest corner of Section 31, Township 4 North, Range 28 East; thence east along section lines of a two-track road located along the South section line in the West half of Section 36, Township 4 North, Range 28 East; thence following multiple courses northerly along said two-track road to Lambert Trail Road, said point also being located on the North section line of the West half of said Section 36; thence east along section lines to a point along the North section line in the West half of Section 31, Township 4 North, Range 29 East; thence following multiple courses southerly to the Northwest corner of Section 5, Township 3 North, Range 29 East, said point also being located on a two-track road; thence following multiple courses southeasterly along said two-track road across lands in Section 32 and 33, Township 4 North, Range 29 East, Section 2, 3, 4, 11, 12, and 13, Township 3 North, Range 29 East, to the intersection with the centerline of Bozeman Trail, said point also being located in the Northeast Quarter of said Section 13, Township 3 North, Range 29 East; thence following multiple courses easterly along said centerline of Bozeman Trail to the intersection with the centerline of Bundy Road, said point also being located in the Northwest Quarter of Section 17, Township 3 North, Range 30 East; thence following multiple courses northerly along said centerline of Bundy Road to the intersection with the centerline of Hibbard Creek Road, said point also being located in the Northwest Quarter of Section 18, Township 5 North, Range 30 East; thence following multiple

courses easterly along said centerline of Hibbard Creek Road to the intersection with Castle Butte Road and Pineview Road, said point also being located at the Northwest corner of section 26, Township 5 North, Range 30 East; thence following multiple courses northerly along said Pineview Road to a point located on the North section line of Section 30, Township 6 North, Range 30 East; thence west along section lines to the Southwest corner of Section 23, Township 6 North, Range 30 East; thence north along section line to the Northwest corner of said Section 23; thence west along section lines to the point of beginning.

District 3:

Beginning at a point located at the Southwest corner of Section 18, Township 6 North, Range 30 East, said point also being located on the boundary line of Yellowstone County; thence following multiple courses along said boundary line of Yellowstone County in a counterclockwise direction to point along the West section line of Section 9, Township 1 South, Range 23 East, said point also being along the lowest point of an unnamed coulee; thence following multiple courses northeasterly along said lowest point of an unnamed coulee across the North half of Section 9, Southeast Quarter of Section 4, and the West half and Northeast Quarter of Section 3, Township 1 South, Range 23 East, to the North section line of said Section 3; thence west along section line to a point along the centerline of Canyon Creek Road located in Section 33, Township 1 North, Range 23 East; thence following multiple courses easterly along said centerline of Canyon Creek Road to the intersection with the centerline of Buffalo Trail Road, said point also being located in the Southeast Quarter of Section 35, Township 1 North, Range 23 East; thence following multiple courses southeasterly along said centerline of Buffalo Trail Road to the intersection with the centerline of Lipp Road, said point also being located in the west half of Section 5, Township 1 South, Range 24 East; thence east along said centerline of the old alignment of Lipp Road; thence east along said centerline of Lipp Road to the intersection with the centerline of 88th Street West, said point also being the Southwest corner of Section 2, Township 1 South, Range 24 East; thence north along said centerline of 88th Street West to the intersection with the centerline of Cove Ditch, said point also being located in the Southwest Quarter of said Section 2; thence following multiple courses easterly along said centerline of Cove Ditch to the intersection with the centerline of Grand Avenue, said point also being located along the North section line of Section 1, Township 1 South, Range 24 East; thence east along

said centerline of Grand Avenue to the intersection with the centerline of 69th Street West, also being located in the Northwest Quarter of Section 6, Township 1 South Range 25 East; thence south along said centerline of 69th Street West to a point perpendicular to the Northwest property corner of Parcel 20C of Certificate of Survey 1390, of said Section 6; thence southeast along the centerline of an unnamed creek through said Parcel 20C, and Lot 4, Block 1, Saige Subdivision, and Lot 4, Block 1, Billabong Subdivision, and Parcel 1 of Certificate of Survey 1412 to a point along High Ditch, said point also being located said Parcel 1 of Certificate of Survey 1412; thence following multiple courses northeasterly along the centerline of said High Ditch to the intersection of the centerline of Grand Avenue, said point also being located along the North section line of Section 6, Township 1 South, Range 25 East; thence east along said centerline of Grand Avenue to the intersection with the centerline of 64th Street West; thence south along said centerline of 64th Street West to the intersection with the centerline of Fire Rock Drive; thence westerly along said centerline of Fire Rock Drive to the intersection with the centerline of Harvest Moon Drive; thence south along said centerline of Harvest Moon Drive to the intersection with the centerline of Chimney Rock Drive to the intersection with the centerline of 64th Street West; thence south along said centerline of 64th Street West to the intersection with the centerline of Central Avenue, said point also being located at the Northwest corner of Section 8, Township 1 South, Range 25 East; thence east along said centerline of Central Avenue to the intersection with the centerline of South 12th Street West, said point also being located along the North section line of Section 8, Township 1 South, Range 26 East; thence south along said centerline of South 12th Street West to the intersection with the centerline of Kalmar Drive; thence west along said centerline of Kalmar Drive to the intersection with the centerline of South Plainview Street; thence south along said centerline of South Plainview Street to the

intersection with the centerline of Monad Road; thence following multiple courses easterly along said centerline of Monad Road to the intersection with the centerline of Moore Lane; thence southerly along said centerline of Moore Lane to the intersection with the centerline of Laurel Road; thence easterly along said centerline of Laurel Road to the intersection with the centerline of Foote Street; thence south along said centerline of Foote Street to the intersection with the centerline of Underpass Avenue; thence following multiple courses northeasterly along said centerline of Underpass Avenue to the intersection with the centerline of Laurel Road, said point also being located in the Northwest Quarter of Section 9, Township 1 South, Range 26 East; thence northeasterly along said centerline of Laurel Road to the intersection with the centerline of State Avenue, said point being located in the North half of Section 9, Township 1 South, Range 26 East; thence west to the intersection of Montana Avenue and 5th Street West, said point also being located in the South half of Section 4, Township 1 South, Range 26 East; thence north along centerline of said 5th Street West to the intersection with Grand Avenue and Virginia Lane; thence continuing north along centerline of said Virginia Lane to the intersection with the centerline of Rimrock Road, said point also being located along the West section line of Section 32, Township 1 North, Range 26 East; thence west along said centerline of Rimrock Road to the intersection with the centerline of James Street; thence north along said centerline of James Street until it dead ends at the South property boundary line of Lot 5B, Salsbury Subdivision, Section 30, Township 1 North, Range 26 East; thence north to the a point along the centerline of North 27th Street; thence west along said centerline of North 27th Street to the roundabout intersection with State Highway 3; thence continuing west along the centerline of State Highway 3 to the intersection with the West section line of Section 25, Township 1 North, Range 25 East; thence north along section line to the Northeast property corner of Parcel 12, Certificate of

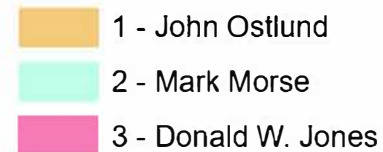
Survey 2037, Section 26, Township 1 North, Range 25 East; thence west along the North property line of said Parcel 12 to a point; thence north across the following tracts of land, Parcel 11, 8, 6, 4, and 2 of said Certificate of Survey 2037, to the North property line of said Parcel 2, Certificate of Survey 2037, Section 23,. Township 1 North, Range 25 East; thence east along the North property line of said Parcel 2 to the Northeast property corner of said Parcel 2, said point also being located along the West section line of Section 24, Township 1 North, Range 25 East; thence north along section line to the Northwest corner of said Section 24 said point also being the North property corner of Parcel 1, Certificate of Survey 2334; thence following multiple courses in a clockwise direction to a point intersecting the South section line of Section 19, Township 1 North, Range 26 East; thence east along the section line to a point within Parcel 1, Certificate of Survey 2432, Section 30, Township 1 North, Range 26 East; thence following multiple courses south, then back north to a point located in the bottom of a coulee, said point also being located along the South section line of Section 19, Township 1 North, Range 26 East; thence following multiple courses northerly along said bottom of coulee to the intersection with the centerline of Alkali Creek, said point also being located in the East half of said Section 19; thence following multiple courses easterly along said centerline of Akali Creek to the intersection with the centerline of Alkali Creek Road; thence northerly along said centerline of Alkali Creek Road to a point located on the West section line of Section 20, Township 1 North, Range 26 East; thence north along section lines to the Northwest property corner of Lot 9, Block 1, High Sierra Subdivision 7th Filing, Section 17, Township 1 North, Range 26 East; thence east along the North property line of said Lot 9 to the intersection with Benjamin Boulevard; thence east along the centerline of said Benjamin Boulevard to the intersection with the centerline of High Sierra Boulevard; thence south along said centerline of High Sierra Boulevard to the

intersection with the centerline of Matador Avenue; thence east along said centerline of Matador Avenue to the intersection with the centerline of Vesca Way; thence south along said centerline of Vesca Way to the intersection with the centerline of Sierra Granda Boulevard; thence along said centerline of Sierra Grand Boulevard to the intersection with the East section line of Section 17, Township 1 North, Range 26 East; thence north along said section line to the Northwest corner of Section 16, Township 1 North, Range 26 East; thence east along section line to the North $\frac{1}{4}$ corner of said Section 16; thence north along mid-section line of Section 9 to the intersection with the centerline of the Billings Bench Water Association Canal, said point also being located in the South half of said Section 9; thence following multiple courses northerly along said centerline of Billings Bench Water Association Canal to the intersection with the centerline of Five Mile Creek, said point also being located in the Southwest Quarter of Section 4, Township 1 North, Range 26 East; thence following multiple courses northerly along said centerline of Five Mile Creek to the intersection with the centerline of Alexander Road, said point also being located along the South section line of Section 32, Township 2 North, Range 26 East; thence following multiple courses northerly along said centerline of Alexander Road to the intersection with the centerline of Shepherd Action Road, said point also being located at the Northwest corner of Section 8, Township 2 North, Range 26 East; thence east along said centerline of Shepherd Action Road to the intersection with the centerline of US Highway 87, said point also being located at the Northeast corner of Section 10, Township 2 North, Range 26 East; thence north along said centerline of US Highway 87 to the intersection with the centerline of Martin Curtis Road, said point also being located at the Northwest corner of Section 11, Township 3 North, Range 27 East; thence east along centerline of said Martin Curtis Road to the West section line of Section 1, Township 3 North, Range 27 East; thence following multiple courses

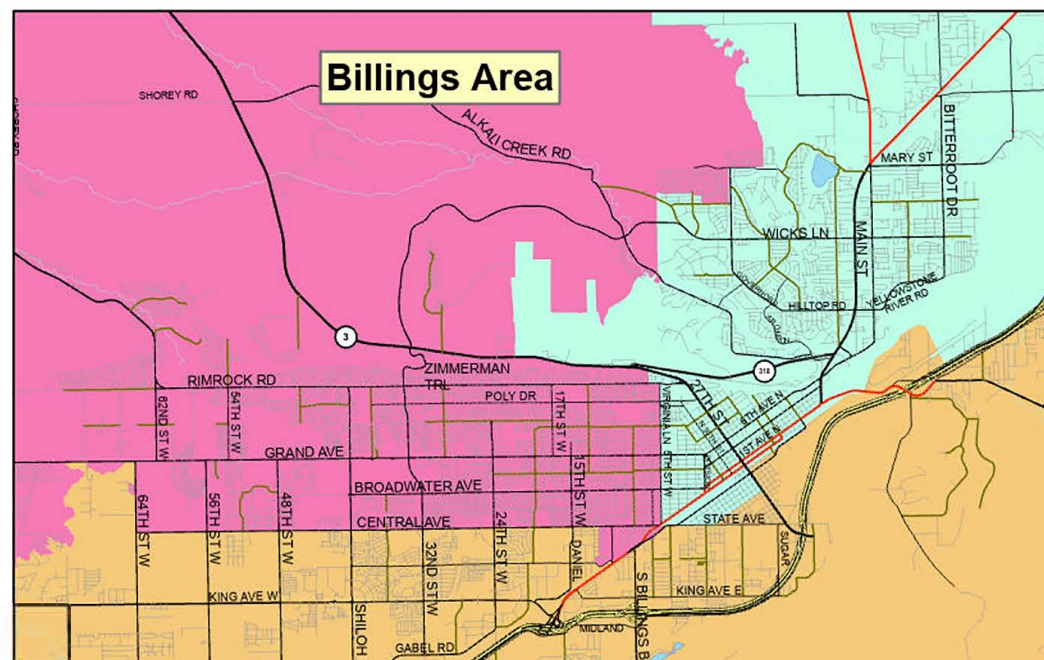
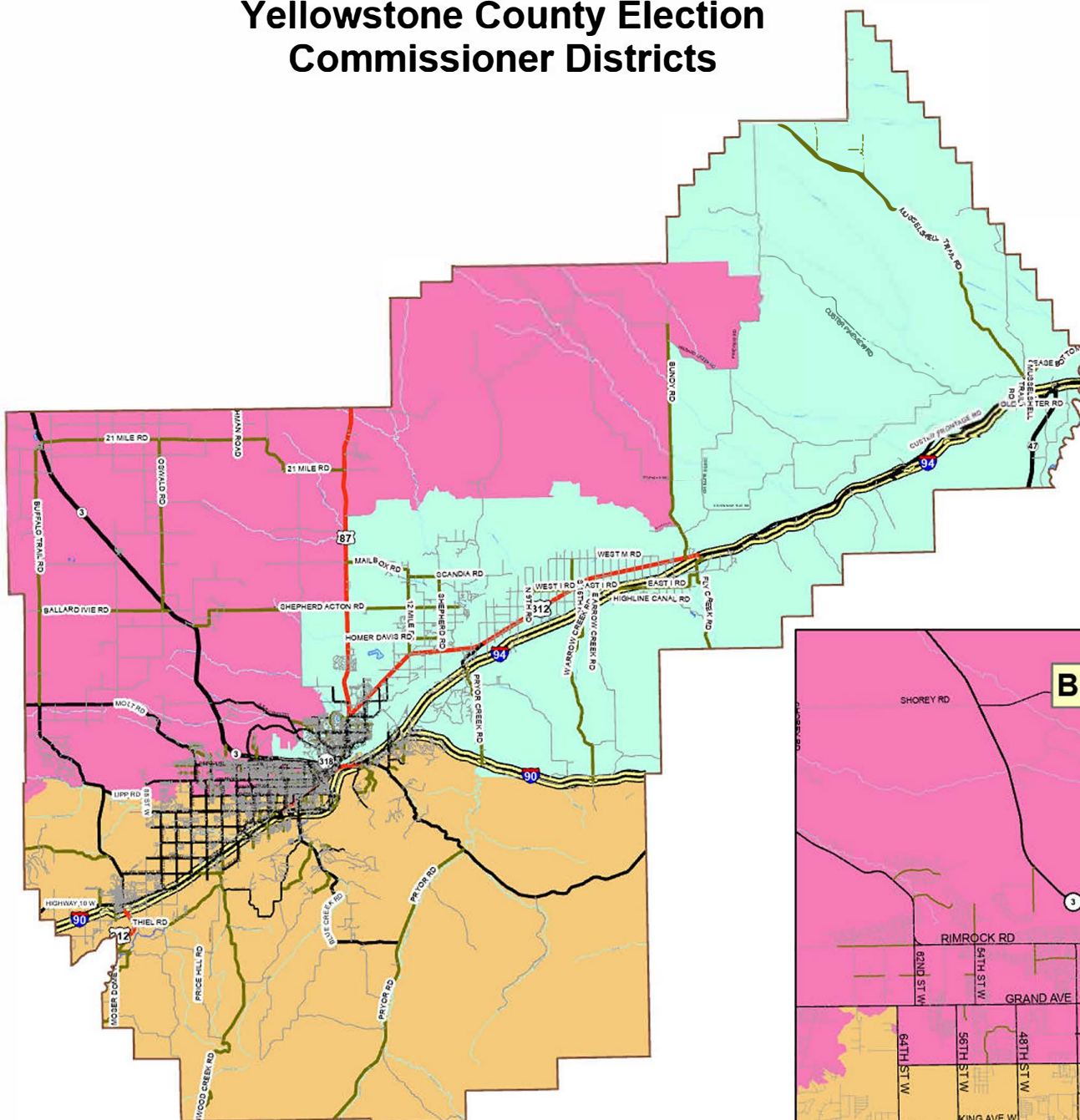
northeasterly to the Northwest corner of Section 6, Township 3 North, Range 27 East, said point also being located on a two-track road; thence following multiple courses east along said two-track road to the Southeast corner of Section 32, Township 4 North, Range 27 East; said point also being located on a two-track road; thence following multiple courses easterly along said two-track road across lands of Section 4, 3 and 1 Township 3 North, Range 27 East, Section 33, 34, 35 and 36, Township 4 North, Range 27 East to the Southwest corner of Section 31, Township 4 North, Range 28 East; thence east along section lines along two-track road located along the South section line in the West half of Section 36, Township 4 North, Range 28 East; thence following multiple courses northerly along said two-track road to the centerline of Lambert Trail Road, said point also being located on the North section line of the West half of said Section 36; thence east along section lines to a point along the North section line in the West half of Section 31, Township 4 North, Range 29 East; thence following multiple courses southerly to the Northwest corner of Section 5, Township 3 North, Range 29 East, said point also being located on a two-track road; thence following multiple courses southeasterly along said two-track road across lands in Section 32 and 33, Township 4 North, Range 29 East, Section 2, 3, 4, 11, 12, and 13, Township 3 North, Range 29 East, to the intersection with the centerline of Bozeman Trail, said point also being located in the Northeast Quarter of said Section 13, Township 3 North, Range 29 East; thence following multiple courses easterly along said centerline of Bozeman Trail to the intersection with the centerline of Bundy Road, said point also being located in the Northwest Quarter of Section 17, Township 3 North, Range 30 East; thence following multiple courses northerly along said centerline of Bundy Road to the intersection with the centerline of Hibbard Creek Road, said point also being located in the Northwest Quarte of Section 18, Township 5 North, Range 30 East; thence following multiple courses easterly along

said Hibbard Creek Road to the intersection with Castle Butte Road and Pineview Road, said point also being located at the Northwest corner of section 26, Township 5 North, Range 30 East; thence following multiple courses northerly along the centerline of said Pineview Road to a point located on the North section line of Section 30, Township 6 North, Range 31 East; thence west along section lines to the Southwest corner of Section 23, Township 6 North, Range 30 East; thence north along the section line to the Northeast corner of Section 22; thence west along the north line of sections 22, 21, 20, and 19 to the point of beginning.

Yellowstone County Election Commissioner Districts



Date: 1/23/2023
YELLOWSTONE COUNTY GIS
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YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23- 114

Resolution to Adopt Legal Descriptions for County Commissioners Districts

WHEREAS, pursuant to Section 7-4-2102 of the Montana Code Annotated, after the federal decennial census, a board of county commissioners must divide the county into equal districts for its commissioners.

WHEREAS, on March 21, 2023, the Yellowstone County Board of County Commissioners, with the approval of the Montana District Court Judge in Yellowstone County, adopted districts for its commissioners. *See* Resolution 23-40.

WHEREAS, pursuant to Section 13-3-103(2) of the Montana Code Annotated, a board of county commissioners must provide the election administrator with a written legal description and map showing the boundary of the election districts it adopted.

WHEREAS, the Yellowstone County Board of County Commissioners adopted a map of the commissioner districts as provided in Resolution 23-40 and has prepared legal descriptions of the districts. The legal descriptions provided are bounded descriptions, and to the extent that the legal descriptions differ from the map adopted in Resolution No. 23-40, the map takes precedence.

NOW THEREFORE BE IT RESOLVED:

Pursuant to Section 13-3-103(2) of the Montana Code Annotated, the Yellowstone County Board of County Commissioners provides the Yellowstone County Election Administrator with the legal descriptions and a map of the districts it created for its Commissioners. The Election Administrator is advised that to the extent that the legal descriptions differ from the map adopted in Resolution No. 23-40, the map takes precedence. Attached as Exhibit A are the legal descriptions. Attached as Exhibit B is the map of the commissioner districts as adopted in Resolution No. 23-48.

Passed and Adopted on the 24th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

ATTEST:

Donald W. Jones, Member

Jeff Martin, Clerk and Recorder

Exhibits

Legal Descriptions – Exhibit A

Map of Precincts – Exhibit B

B.O.C.C. Regular

2. c.

Meeting Date: 10/24/2023

Title: Resolution to Adopt Legal Descriptions for New Precincts

Submitted For: Katherine Aldrich, Election Administrator

Submitted By: Katherine Aldrich, Election Administrator

TOPIC:

Resolution 23-115 for the Adoption and Provision of Legal Descriptions for Precincts

BACKGROUND:

Legal descriptions for precincts are required to be filed by the governing body with the election administrator. The legal descriptions have been prepared and are ready to be adopted.

RECOMMENDED ACTION:

Adopt.

Attachments

Exhibit A Precinct Legal Descriptions

Exhibit B Precinct Map

Resolution to Adopt Legal Description for New Precincts

EXHIBIT A

Precinct Legal Descriptions

Precinct 1

Beginning at a point located at the Southwest corner of Section 18, Township 6 North, Range 30 East, said point also being located on the boundary line of Yellowstone County; thence following multiple courses along said boundary line of Yellowstone County to a point common to the Southwest corner of Section 19, Township 3 North, Range 32 East; thence north along said Range line to the intersection with the northerly shore of the Yellowstone River; thence west along said northerly shore of the Yellowstone River to the West section line of Section 2, Township 3 North, Range 31 East; thence north along said section line to the Northwest corner of said Section 2; thence west along Township line to the Southwest corner of Section 35, Township 4 North, Range 31 East; thence north along section lines to the Northwest corner of Section 23, Township 4 North, Range 31 East; thence East along section line to the Northeast corner of said Section 23; thence north along section lines to the Northwest corner of Section 1, Township 4 North, Range 31 East; thence east along Township line to the Southwest corner of Section 31, Township 5 North, Range 32 East; thence north along Range line to the Southeast corner Section 1, Township 5 North, Range 31 East; thence west along section lines to the Southwest corner of Section 4, Township 5 North, Range 31 East; thence north along section lines to the Southwest corner of Section 21, Township 6 North, Range 31 East; thence west along section lines to the Southwest corner of Section 23, Township 6 North, Range 30 East; thence north along section line to the Southwest corner of Section 14, Township 6 North, Range 30 East; thence west along Township line to the point of beginning.

Precinct 2

Beginning at a point located at the Southwest corner of Section 18, Township 6 North, Range 30 East, said point also being located on the boundary line of Yellowstone County; thence east along section lines to the Northeast corner of Section 22, Township 6 North, Range 30 East; thence south along section line to the Southeast corner of said Section 22; thence east along section lines to the Northeast corner of Section 29, Township 6 North, Range 31 East; thence south along section lines to the Northeast corner of Section 8, Township 5 North, Range 31 East; thence east along section lines to the Northeast corner of Section 12, Township 5 North, Range 31 East; thence south along Range line to the Southeast corner of Section 36, Township 5 North, Range 31 East; thence west along Township line to the Northeast corner of Section 2, Township 4 North, Range 31 East; thence south along section lines to the Southeast corner of Section 14, Township 4 North, Range 31 East; thence west along section line to the Southwest corner of said Section 14; thence south along section lines to the Southeast corner of Section 34, Township 4 North, Range 31 East; thence east along Township line to the Northeast corner of Section 3, Township 3 North, Range 31 East; thence south along section line to the intersection with the northerly bank of the Yellowstone River; thence east along the said northerly bank of the Yellowstone River to the east section line of Section 1, Township 3 North, Range 31 East; thence south along Range line to the Southeast corner of Section 24, Township 3 North, Range 31 East, said point also being the boundary line of Yellowstone County; thence southerly following multiple courses along said boundary line of Yellowstone County to a point common on the east section line of Section 1, Township 1 South, Range 29 East, said point also on the north boundary line of Crow Indian Reservation; thence northerly following multiple courses along said boundary line of Crow Indian Reservation to a point common to the Southwest corner of Section 35, Township 1 North, Range 27 East; thence north along section lines to a point along the west section line of Section 23, Township 1 North, Range 27 East, said point also being an intersection of the east bound lane of Interstate 90; thence east along said Interstate 90 to an intersection of an unnamed two track, said two track being an underpass of Interstate 90, located in Section 23, Township 1 North, Range 27 East; thence easterly along said unnamed two track to an intersection with Hogan Road located in the Southwest quarter of Section 19, Township 1 North, Range 28 East; thence northerly along said Hogan Road to an intersection with Pryor Creek Road located in the North half of Section 19, Township 1 North, Range 28 East; thence northly along said Pryor Creek Road to an intersection of the west bound lane of Interstate 94 located in the Northeast quarter of

Section 36, Township 2 North, Range 27 East; thence easterly along the said west bound lane of Interstate 94 to a point near mile post 7 located in the Southwest quarter of Section 30, Township 2 North, Range 28 East; thence northly to the Southwest corner of Lot 13, Huntley Estates Subdivision, Section 30, Township 2 North, Range 28 East, said point also being along Orlena Street; thence northerly along Orlena Street to an intersection of South Canal Drive located in said Section 30; thence northerly along South Canal Drive to an intersection of a private driveway for property of 276 South Canal Drive located said Section 30; thence southerly along private driveway to an intersection with an unnamed canal located in said Section 30; thence northerly along said unnamed canal to an intersection with Burlington Northern Santa Fe railroad located in the Southeast quarter of Section 19, Township 2 North, Range 28 East; thence easterly along said Burlington Northern Santa Fe railroad to an intersection with South 4th Road; thence north along said South 4th Road to an intersection with Old Highway 312; thence easterly along said Old Highway 312 to an intersection with North 5th Road located in the South half of Section 17, Township 2 North, Range 28 East; thence north along said North 5th Road to an intersection with West F Road; thence east along said West F Road to an intersection with North 7th Road; thence south along said North 7th Road to an intersection with West E Road; thence east along said West E Road to an intersection with North 8th Road; thence north along North 8th Road to an intersection with West I Road; thence east along West I Road to the Southwest corner of the East half of the West half, Section 34, Township 3 North, Range 28 East, also being the West 1/16th line; thence north along the said West 1/16th line in said Section 34 and Section 27 to an intersection with the south bank of the Yellowstone River; thence southerly along south bank of the Yellowstone River to a point located in the Northwest quarter of Section 33, Township 3 North, Range 28 East; thence northerly along the Yellowstone river to the north bank of said Yellowstone River to a point located in the Northwest quarter of Section 27, Township 3 North, Range 28 East; thence southerly along said north bank of the Yellowstone River to an intersection with Cabin Creek located in said Northwest quarter of Section 27 thence northerly following multiple courses along said Cabin Creek to an intersection with Cabin Creek Ranch Road and unnamed two track road located in the Northwest quarter of Section 28, Township 3 North, Range 28 East; thence northerly along said unnamed two track road to three-way intersection with unnamed two track roads located int the Northeast quarter of Section 8, Township 3 North, Range 28 East; thence easterly along two track road to a four-way intersection with unnamed two track roads located in the Southwest quarter of Section 1, Township 3 North, Range 28 East; thence northerly along unnamed two track road to an intersection with Lambert Trail Road located in the Southwest quarter of Section 24, Township 4 North, Range 28 East; thence north along said Lambert Trail Road to an intersection with an unnamed two track road located in the Southwest quarter of Section 13, Township 4 North, Range 28 East; thence northerly following multiple courses along said unnamed two track road to an intersection with Railroad Creek Road located in the Southwest quarter of Section 4, Township 4 North, Range 29 East; thence north along said Railroad Creek to an intersection with a unnamed two track road located in the Southwest quarter of Section 32, Township 5 North, Range 29 East; thence northerly along said unnamed two track to an intersection with an unnamed two track road located in the North half of Section 14, Township 5 North, Range 28 East; thence westerly along said unnamed two track road to an intersection with CA Road located in the Northeast quarter of Section 15, Township 5 North, Range 28 East; thence northerly along CA Road to an intersection with Marsh Road located in the Northeast quarter of Section 11, Township 5 North, Range 28 East; thence northerly along Marsh Road to an intersection with an unnamed two track road located in the Southwest quarter of Section 27, Township 6 North, Range 28 East; thence northerly along said unnamed two track road to a point on the north section line of Section 22, Township 6 North, Range 28 East, said point also being the boundary line of Yellowstone County; thence east along said boundary line of Yellowstone County to the point of beginning.

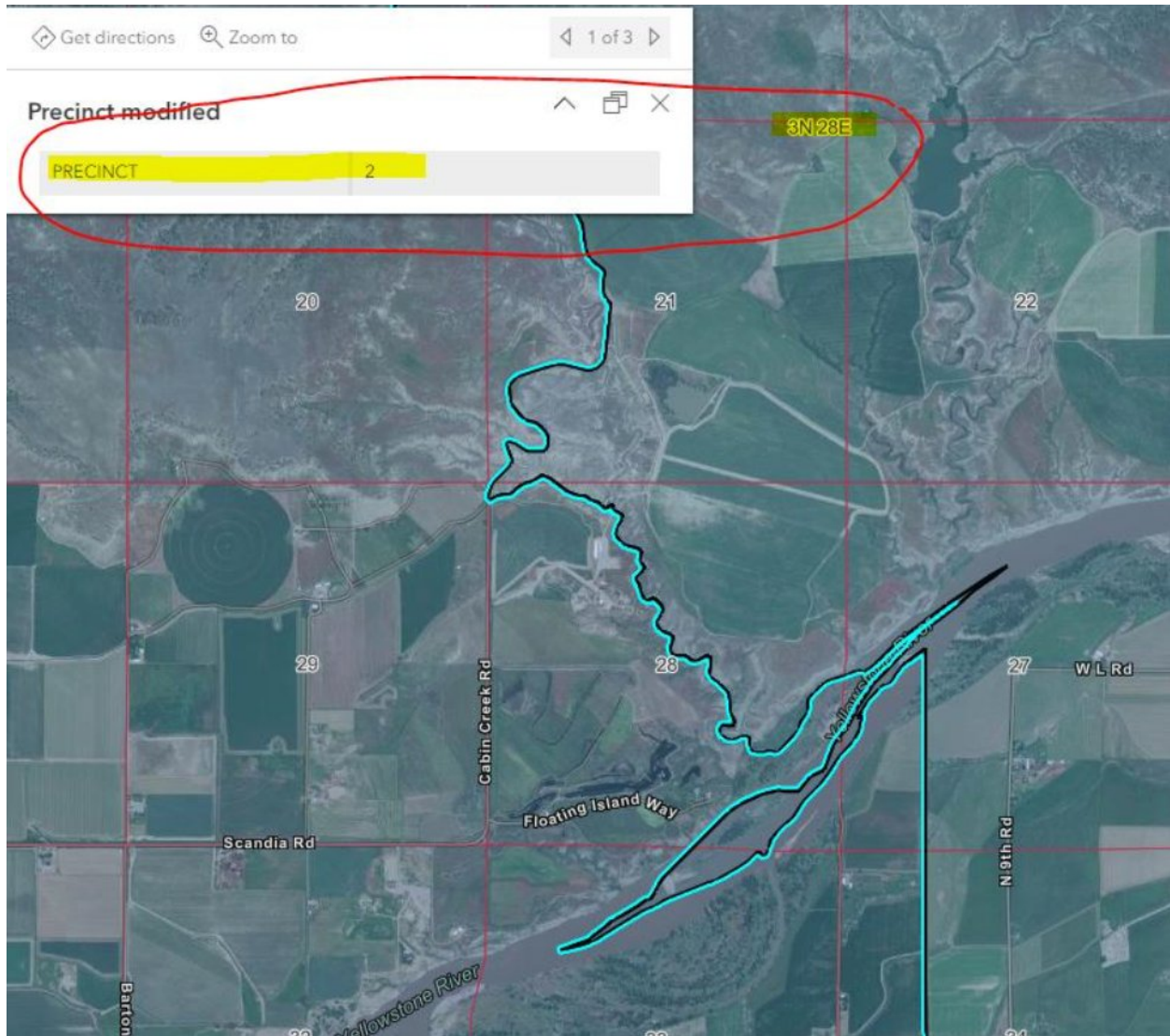


Figure 1

Precinct 3

Beginning at a point located at an intersection of Pryor Creek Road and the west bound lane of Interstate 94 located in the Northeast quarter of Section 36, Township 2 North, Range 27 East; thence easterly along the said west bound lane of Interstate 94 to a point near mile post 7 located in the Southwest quarter of Section 30, Township 2 North, Range 28 East; thence northly to the Southwest corner of Lot 13, Huntley Estates Subdivision, Section 30, Township 2 North, Range 28 East, said point also being along Orlena Street; thence northerly along Orlena Street to an intersection of South Canal Drive located in said Section 30; thence northerly along South Canal Drive to an intersection of a private driveway for property of 276 South Canal Drive located said Section 30; thence southerly along private driveway to an intersection with an unnamed canal located in said Section 30; thence northerly along said unnamed canal to an intersection with Burlington Northern Santa Fe railroad located in the Southeast quarter of Section 19, Township 2 North, Range 28 East; thence easterly along said Burlington Northern Santa Fe railroad to an intersection with South 4th Road; thence north along said South 4th Road to an intersection with Old Highway 312; thence northeasterly along said Old Highway 312 to an intersection with North 5th Road located in the South half of Section 17, Township 2 North, Range 28 East; thence north along said North 5th Road to an intersection with West F Road; thence east along said West F Road to an intersection with North 7th Road; thence south along said

North 7th Road to an intersection with West E Road; thence east along said West E Road to an intersection with North 8th Road; thence north along North 8th Road to an intersection with West I Road; thence east along West I Road to the Southwest corner of the East half of the West half, Section 34, Township 3 North, Range 28 East, also being the West 1/16th line; thence north along the said West 1/16th line in said Section 34 and Section 27 to an intersection with the south bank of the Yellowstone River; thence southerly along south bank of the Yellowstone River to a point located in the Northwest quarter of Section 33, Township 3 North, Range 28 East; thence northerly along the Yellowstone river to the north bank of said Yellowstone River to a point located in the Northwest quarter of Section 27, Township 3 North, Range 28 East; thence southerly along said north bank of the Yellowstone River to an intersection with Cabin Creek located in said Northwest quarter of Section 27 thence northerly following multiple courses along said Cabin Creek to an intersection with Cabin Creek Ranch Road and unnamed two track road located in the Northwest quarter of Section 28, Township 3 North, Range 28 East; thence northerly along said unnamed two track road to three-way intersection with unnamed two track roads located in the Northeast quarter of Section 8, Township 3 North, Range 28 East; thence easterly along two track road to a four-way intersection with unnamed two track roads located in the Southwest quarter of Section 1, Township 3 North, Range 28 East; thence northerly along unnamed two track road to an intersection with Lambert Trail Road located in the Southwest quarter of Section 24, Township 4 North, Range 28 East; thence north along said Lambert Trail Road to an intersection with an unnamed two track road located in the Southwest quarter of Section 13, Township 4 North, Range 28 East; thence northerly following multiple courses along said unnamed two track road to an intersection with Railroad Creek Road located in the Southwest quarter of Section 4, Township 4 North, Range 29 East; thence north along said Railroad Creek to an intersection with a unnamed two track road located in the Southwest quarter of Section 32, Township 5 North, Range 29 East; thence northerly along said unnamed two track to an intersection with an unnamed two track road located in the North half of Section 14, Township 5 North, Range 28 East; thence westerly along said unnamed two track road to an intersection with CA Road located in the Northeast quarter of Section 15, Township 5 North, Range 28 East; thence northerly along CA Road to an intersection with Marsh Road located in the Northeast quarter of Section 11, Township 5 North, Range 28 East; thence northerly along Marsh Road to an intersection with an unnamed two track road located in the Southwest quarter of Section 27, Township 6 North, Range 28 East; thence northerly along said unnamed two track road to a point on the north section line of Section 22, Township 6 North, Range 28 East, said point also being the boundary line of Yellowstone County; thence following multiple courses along the boundary line of Yellowstone County to the Northwest corner of Section 6, Township 4 North, Range 26 East; thence south along Range line to the Northwest corner of Section 18, Township 4 North, Range 26 East; thence west along section lines to the Northwest corner of Section 14, Township 4 North, Range 25 East; thence south along section line to the Southwest corner of said Section 14; thence west along section lines to the Northwest corner of Section 19, Township 4 North, Range 25 East; thence south along section line to the Southwest corner of said Section 19; thence east along section line to the Southeast corner of said Section 19; thence south along section lines to the Southwest corner of Section 32, Township 4 North, Range 25 East; thence east along Township line to the Southwest corner of Section 35, Township 4 North, Range 25 East; thence south along section lines to the Southwest corner of Section 35, Township 3 North, Range 25 East; thence east along Township line to the Northwest corner of Section 2, Township 2 North, Range 26 East; thence east along section lines to the Southeast corner of Section 5, Township 2 North, Range 27 East; thence north along section lines to the Southwest corner of Section 28, Township 3 North, Range 27 East; thence east along section lines to the Northwest corner of Section 35, Township 3 North, Range 27 East, also being an intersection of Scandia Road and Shepherd Road; thence south along Shepherd Road to an intersection with Crooked Creek located in the Northwest quarter of Section 2, Township 2 North, Range 27 East; thence following multiple course easterly along Crooked Creek to an intersection an unnamed canal located in the Northeast quarter of said Section 2; thence following multiple courses southerly along said unnamed canal to an intersection with Kirby Road located in the Northwest quarter of Section 11, Township 2 North, Range 27 East; thence west along Kirby Road to an intersection with Shepherd Road; thence south along Shepherd Road to an intersection with an unnamed canal located in the Southeast quarter of Section 10, Township 2 North, Range 27 East; thence southerly along said unnamed canal to the intersection with Yeoman Road located in the said Southeast quarter of Section 10; thence west along Yeoman Road to an intersection with Hofferber Road; thence south along Hofferber Road to an intersection with Homer Davis Road; thence east along Homer Davis Road to an intersection with Shepherd Road; thence south along Shepherd Road to an intersection with Chicago Road; thence east along Chicago Road to an intersection with Frey Road; thence southerly along Frey Road to an

intersection with Old Highway 312; thence east along Old Highway 312 to an intersection with the westerly bank of the Yellowstone River located in the Southwest quarter of Section 24, Township 2 North, Range 27 East; thence following multiple courses southerly along said westerly bank of the Yellowstone River to an intersection with Pryor Creek located in the Southwest quarter Section 25, Township 2 North, Range 27 East; thence easterly along said Pryor Creek to an intersection with Northern Avenue; thence south along Northern Avenue to the point of beginning.

Precinct 4

Beginning at a point located at the Northeast corner of Section 1, Township 4 North, Range 25 East also being on the boundary line of Yellowstone County; thence south along Range line to the Southeast corner of Section 12, Township 4 North, Range 25 East; thence west along section lines to the Northeast corner of Section 15, Township 4 North, Range 25 East; thence south along section line to the Southeast corner of said Section 15; thence west along section lines to the Northeast corner of Section 24, Township 4 North, Range 24 East; thence south along section line to the Southeast corner of said Section 24; thence east along section line to the Northeast corner of Section 30, Township 4 North, Range 25 East; thence south along section lines to the Southeast corner of Section 31, Township 4 North, Range 25 East; thence east along Township line to the Northeast corner of Section 3, Township 3 North, Range 25 East; thence south along section lines to the Southeast corner of Section 34, Township 3 North, Range 25 East; thence west along Range line to the Southeast corner of Section 32, Township 3 North, Range 25 East; thence south along section lines to the Southeast corner of Section 32, Township 2 North, Range 25 East; thence east along Township line to the Northeast corner of Section 4, Township 1 North, Range 25 East; thence south along section line to the Southeast corner of said Section 4, also being on Alkali Creek Road; thence southerly along said Alkali Creek Road to an intersection with Warfield Ranch Road; thence southerly along said Warfield Ranch Road to the confluence of North Fork and South Fork of Alkali Creek located in the Southwest quarter of Section 11, Township 1 North, Range 25 East; thence westerly along the South Fork Alkali Creek to an intersection with the west section line of Section 14, Township 1 North, Range 25 East; thence north along section line to the Northwest corner of said Section 14; thence west along section line to the Northeast corner of Section 16, Township 1 North, Range 25 East; thence south along section line to the intersection of South Fork Alkali Creek; thence following multiple courses westerly along South Fork Alkali Creek to an intersection with Burlington Northern Santa Fe railroad located in the Northeast quarter of Section 18, Township 1 North, Range 25 East; thence southerly along said Burlington Northern Santa Fe railroad to an intersection with Cove Creek located in the Southwest quarter of Section 24, Township 1 North, Range 24 East; thence northerly along Cove Creek to an intersection with the west section line of said Section 24; thence north along section line to the Northwest corner of said Section 24; thence west along section lines to the Northeast corner of Section 20, Township 1 North, Range 23 East; thence south along section line to the Southeast corner of said Section 20; thence west along section line to the Southwest corner of said Section 20, also being the boundary line of Yellowstone County; thence north along said boundary line of Yellowstone County to a point located at the Northwest corner of Section 6, Township 4 North, Range 23 East; thence east along said boundary line of Yellowstone County to the point of beginning.

Precinct 5

Beginning at a point common to Old US Highway 10 and the boundary line of Yellowstone County located in the Northwest quarter of Section 15, Township 2 South, Range 23 East; thence following multiple course northerly along said boundary line of Yellowstone County to the Northwest corner of Section 29, Township 1 North, Range 23 East; thence east along section line to the Northeast corner of said Section 29; thence north along section line to the Northwest corner of Section 21, Township 1 North, Range 23 East; thence east along section lines to the an intersection with an unnamed creek located in the Northeast quarter of Section 24, Township 1 North, Range 23 East; thence following multiple courses southerly along said unnamed creek to an intersection with Buffalo Trail Road located in then Northwest quarter of Section 6, Township 1 South, Range 23 East; thence southerly along Buffalo Trail Road, also known as 1st Avenue to an intersection 12th Steet located in the South half of Section 4, Township 2 South, Range 24 East; thence west along 12th Street to an intersection with Valley Drive; thence north along Valley Drive to an intersection with West 14th Street; thence west along West 14th Street to an intersection with the boundary line of the City of Laurel; thence following multiple courses westerly along said boundary line of Laurel City to the intersection with Big Ditch canal located in the Southeast quarter of Section 5, Township 2 South,

Range 24 East; thence westerly along Big Ditch canal to the intersection with the Northern boundary of Cherry Hill Subdivision; thence westerly along said Northern boundary of Cherry Hill Subdivision to an intersection with Big Ditch canal; thence west along Big Ditch canal to an intersection with the Northeast corner of Elena Subdivision; thence west along the Northern boundary of Elena Subdivision to the Northeast corner of Block 1, Lot 4, Elena Subdivision; thence south along the eastern boundary to the Southeast corner of said Lot 4 and intersection with Duval Drive; thence south along Duval Drive to an intersection with Paynes Place; thence west along Paynes Place to an intersection with Golf Course Road; thence south along Golf Course Road to an intersection with Big Ditch canal located in the Northeast quarter of Section 7, Township 2 South, Range 24 East; thence westerly along Big Ditch canal to an intersection with 27th Avenue West; thence north along 27th Avenue West to an intersection with a private driveway for property 610 27th Avenue West; thence west along said private driveway a point east of barn located on said property; thence following multiple courses westerly through agriculture fields to a point along the North Hart Road located in the Northwest quarter of Section 12, Township 2 South, Range 23 East; thence south along said North Hart Road to Old US Highway 10; thence westerly and southwesterly along said Old US Highway 10 to the point of beginning.

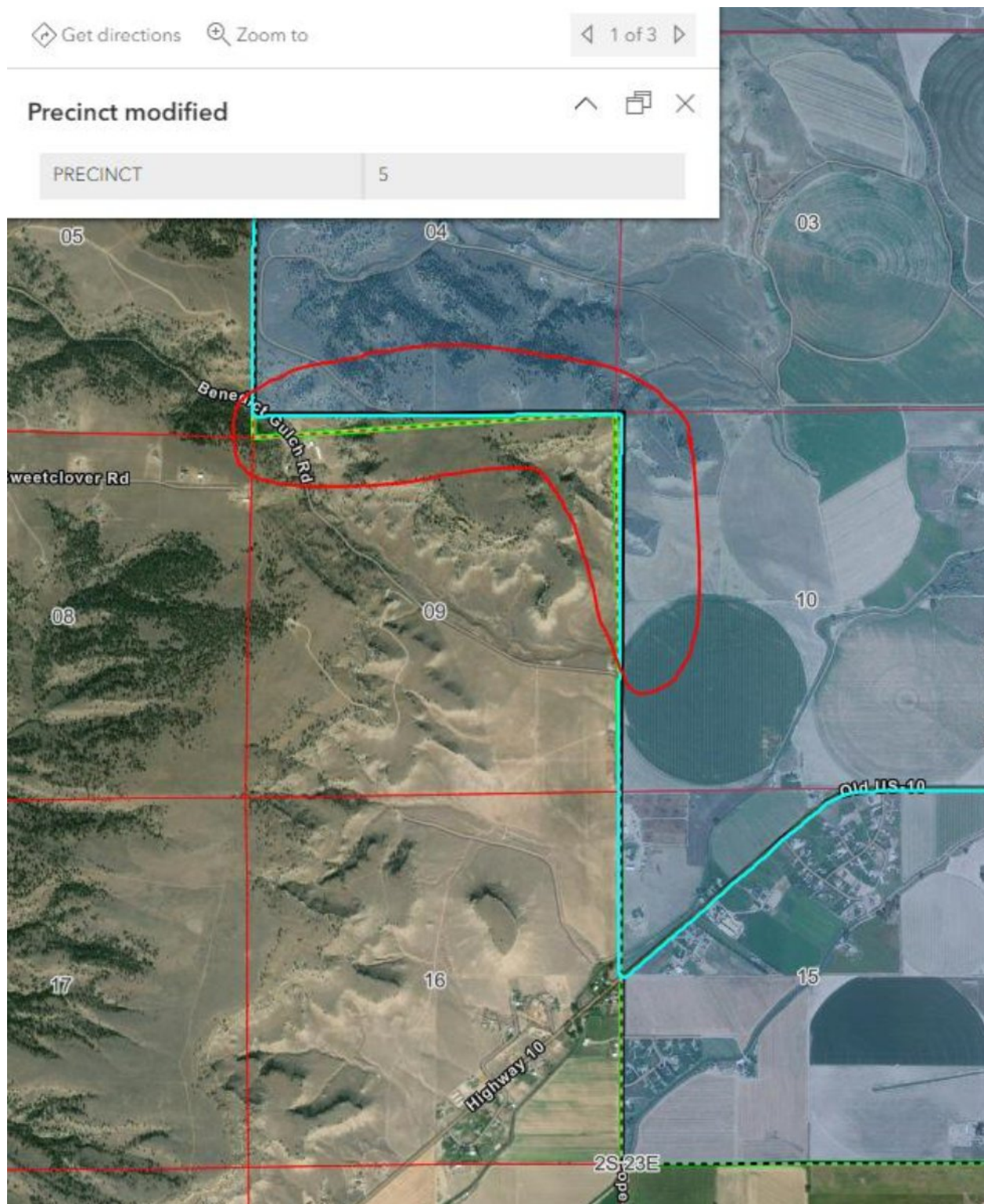


Figure 2

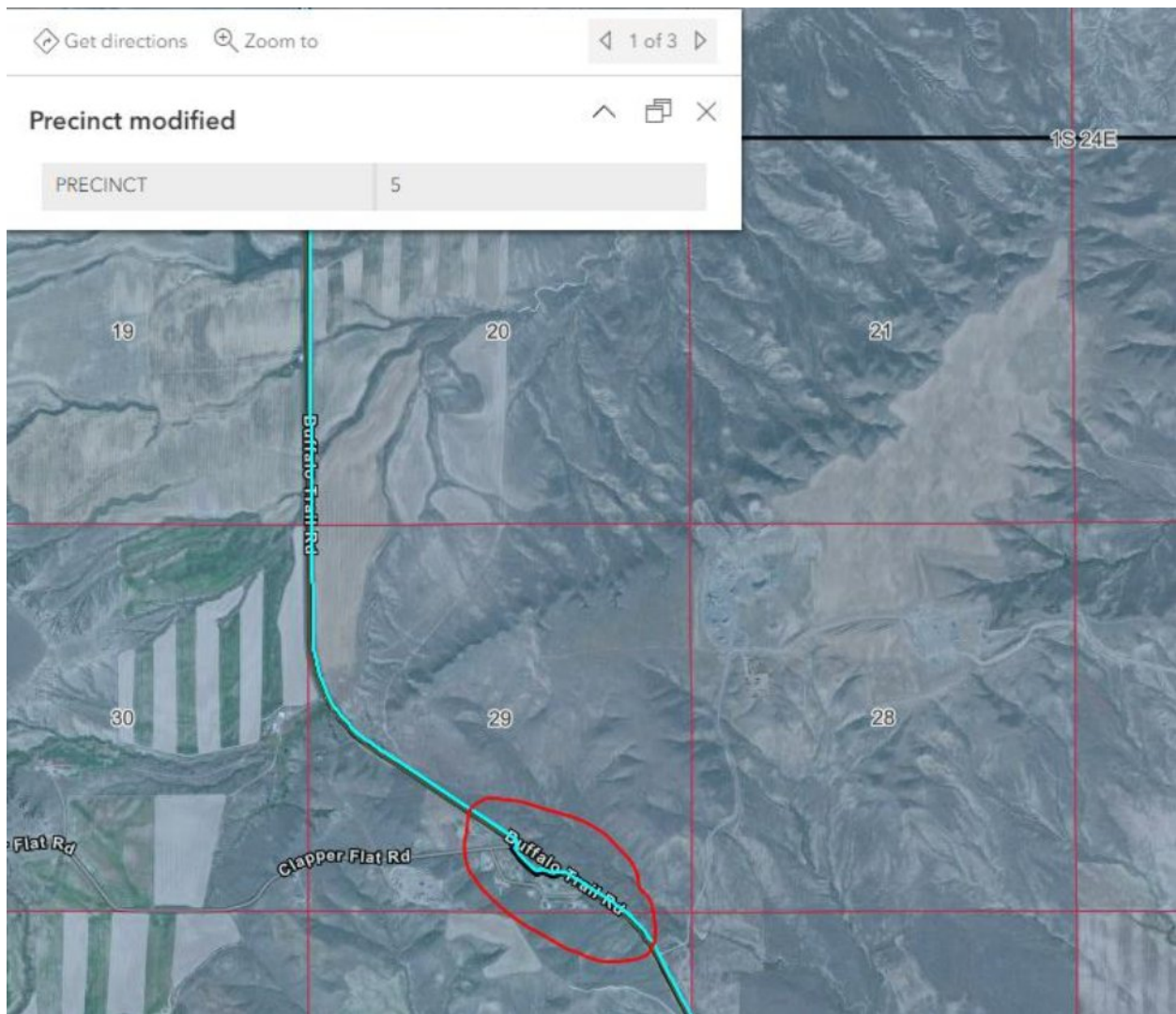


Figure 3

Precinct 6

Beginning at a point located the Southwest corner of Section 11, Township 1 North, Range 26 East, also being the intersection of Mary Street, Bench Boulevard, and US Highway 87; thence north along said US Highway 87 to an intersection with unnamed creek located in the Northwest quarter of Section 34, Township 2 North, Range 26 East; thence easterly along unnamed creek to confluence with Sevenmile Creek located in East half of Section 35, Township 2 North, Range 26 East; thence southerly along said Sevenmile Creek to an intersection with Clint Road located in the Southwest quarter of Section 36, Township 2 North, Range 26 East; thence southerly along Clint Road to the South section line of said Section 36; thence east along section line of said Section 36 to an intersection of Billings Bench Water Association Canal; thence southerly along said Billings Bench Water Association Canal to the intersection of Old Highway 312; thence southerly along Old Highway 312 to the Center quarter corner of Section 1, Township 1 North, Range 26 East; thence south along mid-section line to the Center quarter corner of Section 12, Township 1 North, Range 26 East; thence west along mid-section line to the Center-East 1/16th corner of Section 11, Township 1 North Range 26 East; thence south along 1/16th line to the South-East 1/16th corner of said Section 11; thence west along 1/16th line to the Center-East 1/16th corner of said Section 11; thence south along mid-section line to an intersection Mary Street; thence west along Mary Street back to the point of beginning.

Precinct 7

Beginning at a point located the Northwest corner of Section 14, Township 1 North, Range 26 East, also being the intersection of Bench Boulevard, US Highway 87, and Mary Street; thence east along Mary Street to the North quarter of said Section 14; thence north along mid-section line to the Center-South 1/16th corner of Section 11, Township 1 North, Range 26 East; thence east to the intersection of Bowles Way and Bullets Trail located in the Southeast quarter of said Section 11; thence north to the Center-East 1/16th corner of said Section 11; thence east along mid-section line to the Center quarter of Section 12, Township 1 North, Range 26 East; thence south along mid-section line to the South quarter corner of said Section 12, also being along Mary Street; thence east along section line to the intersection with the centerline of Yellowstone River, located along the south section line of Section 7, Township 1 North, Range 27 East; thence following multiple course southerly along said centerline of Yellowstone River to a point located in the Northwest quarter of Section 26, Township 1 North, Range 26 East; thence northwesterly to the north bank of the Yellowstone River; thence following multiple courses northerly along said north bank of the Yellowstone River to the intersection of the West section line of Section 24, Township 1 North, Range 26 East, also being the southern boundary line of City of Billings; thence following multiple courses along said boundary line of City of Billings to the intersection of River View Drive and River View Circle; thence north along River View Drive to the intersection of Wicks Lane; thence west along Wicks Lane to the intersection of Duran Drive; thence north along Duran Drive to the intersection of Janie Street; thence east along Janie Street to the intersection of Walter Road; thence north along Walter Road to the intersection Elaine Street; thence west along Elaine Street to the intersection of Bitterroot Drive; thence north along Bitterroot Drive to the intersection of Barrett Road; thence west along Barrett Road to the intersection of Bench Boulevard; thence north along Bench Boulevard back to the point of beginning.

Precinct 8

Beginning at a point located at the West quarter of Section 14, Township 1 North, Range 26 East, also being the intersection of Bench Boulevard and Barrett Road; thence east along Barret Road to the intersection of Bitterroot Drive; thence south along Bitterroot Drive to the intersection of Elaine Street; thence east along Elaine Street to the intersection of Walter Road; thence south along Walter Road to the intersection of Janie Street; thence west along Janie Street to the intersection of Duran Drive; thence south along Duran Drive to the intersection of Wicks Lane; thence east along Wicks Lane to the intersection of River View Drive; thence southerly along River View Drive to the intersection of River View Circle, also being the boundary line of City of Billings; thence following multiple courses southerly along said boundary line of City of Billings to the intersection of the West section line of Section 24, Township 1 North, Range 26 East, also being the north bank of the Yellowstone River; thence west along the north bank of the Yellowstone River to Southwest corner of Certificate of Survey #978; thence north along the west boundary of said Certificate of Survey #978 to the Yellowstone River Road; thence west along Yellowstone River Road to the Northeast corner of Certificate of Survey #137; thence south along the east boundary of Certificate of Survey #137 to the southeast corner of said Certificate of Survey #137; thence west along the south boundary of said Certificate of Survey #137 to the intersection of Yellowstone River Road and Hawthorne Lane; thence north along Hawthorne Lane to the intersection of Wicks Lane; thence west along Wicks Lane to the intersection of Bench Boulevard; thence north along Bench Boulevard back to the point of beginning.

Precinct 9

Beginning at a point located at the Northwest corner of Section 23, Township 1 North, Range 26 East, also being the intersection of Bench Boulevard and Wicks Lane; thence east along Wicks Lane to the intersection of Hawthorne Lane; thence south along Hawthorne Lane to the intersection of Yellowstone River Road; thence easterly to the Southwest corner of Certificate of Survey #137; thence east along the south boundary of said Certificate of Survey #137 to the Southeast corner of said Certificate of Survey #137; thence north along the east boundary of said Certificate of Survey #137 to intersection of Yellowstone River Road; thence east along said Yellowstone River Road to the Northwest corner of Certificate of Survey #978; thence south along the west boundary of said Certificate of Survey #978 to the north bank of the Yellowstone River; thence following multiple courses southerly along the said north bank of the Yellowstone River to a point located in the Northwest quarter of Section 26,

Township 1 North, Range 26 East; thence southerly to the centerline of the Yellowstone River; thence following multiple courses southwesterly along said centerline of the Yellowstone River to the intersection of Interstate 90 Business Loop; thence following multiple courses westerly along said Interstate 90 Business Loop to the intersection of Main Street; thence following multiple courses northerly along Main Street to the intersection of Radford Square; thence east along Radford Square to the intersection of Radford Square West; thence north along Radford Square West to the intersection of Shawnee Drive; thence east along Shawnee Drive to the intersection of Bench Boulevard; thence north along Bench Boulevard to the point of beginning.

Precinct 10

Beginning at a point located at the Northwest corner of Section 20, Township 2 North, Range 27 East, also being the intersection of Larimer Loop and Homer Davis Road; thence east along said Homer Davis Road to the intersection of Shepard Road; thence south along Shepard Road to Chicago Road; thence east along Chicago Road to the intersection of Frey Road; thence southerly along Frey Road to the intersection of Old Highway 312; thence east along Old Highway 312 to the intersection of the centerline of Yellowstone River; thence following multiple courses southerly along said centerline of Yellowstone River to the intersection of Pryor Creek; thence easterly along Pryor Creek to the intersection of Pryor Creek Road; thence following multiple courses southerly along Pryor Creek Road to the intersection of Hogan Road, located in the North half of Section 19, Township 1 North, Range 28 East; thence southerly along Hogan Road to the intersection of an unnamed road, located in Southwest quarter of said Section 19, thence following multiple courses westerly along unnamed road to the intersection of Interstate 90, located in the Southwest quarter of Section 23, Township 1 North, Range 27 East; thence northerly along Interstate 90 to the intersection of the west section line of said Section 23; thence north along section line to the Northwest corner of said Section 23; thence west along section line to the Southwest corner of Section 15, Township 1 North, Range 27 East; thence north along section line to the intersection of the Yellowstone River, located in the Northeast quarter of Section 4, Township 1 North, Range 27 East; thence following multiple courses southerly along Yellowstone River to the south section line of Section 7, Township 1 North, Range 27 East; thence west along section line to the South quarter corner of Section 12, Township 1 North, Range 26 East, also being located on Mary Street; thence north along mid-section line to the intersection of Old Highway 312, located in Section 1, Township 1 North, Range 26 East; thence northerly along Old Highway 312 to the intersection of the Billings Bench Water Association Canal; thence following multiple courses northerly along said Billings Bench Water Association Canal to the north section line of Section 1, Township 1 North, Range 26 East; thence east along section line the Southwest corner of Section 31, Township 2 North, Range 27 East; thence north along section line to the Northwest corner of Section 30, Township 2 North, Range 27 East; thence east along section line to the Southwest corner of Section 20, Township 2 North, Range 27 East; thence north along section line back to the point of beginning.

Precinct 11

Beginning at a point located at the intersection of Johnson Lane and Old Hardin Road, also being located in the North half of Section 30, Township 1 North, Range 27 East; thence north along Johnson Lane to the intersection of the Montana Rail Link railroad, located in Section 19, Township 1 North, Range 27 East; thence following multiple courses northerly along said Montana Rail Link railroad to a point located in the Northeast quarter of Section 8, Township 1 North, Range 27 East; thence westerly to the centerline of Yellowstone River located in the said Northwest quarter of Section 8; thence following multiple courses northeasterly along said centerline of Yellowstone River to the east section line of Section 4, Township 1 North, Range 27 East; thence south along section line to the Northeast corner of Section 21, Township 1 North, Range 27 East; thence east along section line to the Northeast corner of Section 22, Township 1 North, Range 27 East; thence south along section line to the intersection of Forest Hills Drive, located in the Northeast quarter of Section 27, Township 1 North, Range 27 East; thence westerly along Forest Hills Drive to the intersection of private drive for resident of 5350 Forest Hills Drive; thence southwesterly along private drive of resident 5350 Forest Hills Drive to the private drive of resident of 589 Emerald Hills Drive; thence westerly along private drive of resident 589 Emerald Hills Drive to the intersection of Emerald Hills Drive, located in the North half of Section 27, Township 1 North, Range 27 East; thence south along Emerald Hills Drive to the intersection of Dinosaur Drive, located in said North half of Section 27, Township 1 North, Range 27 East; thence northerly along Dinosaur Drive to the intersection of Cave Road, located in said North half of Section 27,

Township 1 North, Range 27 East; thence following multiple courses westerly along Cave Drive to the intersection of Box Canyon Road; thence following multiple courses westerly along Box Canyon Road to the intersection of Trailmaster Drive, located in the Northeast quarter of Section 28, Township 1 North, Range 27 East; thence following multiple courses westerly along Trailmaster Drive to the intersection of Westgate Drive; thence following multiple courses westerly along Westgate Drive to the intersection of Becraft Lane, located in the Northeast quarter of Section 29, Township 1 North, Range 27 East; thence east along Becraft Lane to the intersection of Noblewood Drive; thence north along Noblewood Drive to the intersection of Old Hardin Road; thence southwesterly along Old Hardin Road to the point of beginning.

Precinct 12

Beginning at a point located at the intersection of Johnson Lane and Old Hardin Road, also being located in the North half of Section 30, Township 1 North, Range 27 East; thence northeasterly along Old Hardin Road to the intersection of Noblewood Drive; thence south along Noblewood Drive to the intersection of Becraft Lane; thence west along Becraft Lane to the intersection of Westgate Drive, thence following multiple courses southeasterly along Westgate Drive to the intersection of Trailmaster Drive; thence following multiple courses easterly along Trailmaster Drive to the east section line of Section 29, Township 1 North, Range 27 East; thence south along section line to the intersection of Ford Road; thence following multiple courses easterly along Ford Road to the intersection Johnson Lane; thence north along Johnson Lane to the point of beginning.

Precinct 13

Beginning at a point located at the Southeast corner of Section 34, Township 1 North, Range 27 East, also being on the boundary line of Crow Indian Reservation; thence following multiple courses southerly along said boundary line of Crow Indian Reservation to intersection of Bitter Creek, located in the South half of Section 28, Township 1 South, Range 27 East; thence northeasterly along Bitter Creek to the west section line of Section 18, Township 1 South, Range 27 East; thence north along section line to the East quarter corner of Section 12, Township 1 South, Range 26 East; thence east along mid-section line to the centerline of Yellowstone River; thence following multiple courses northeasterly along said Yellowstone River to a point located in the Northwest quarter of Section 8, Township 1 North, Range 27 East; thence southeasterly to Montana Rail Link railroad, located in said Northeast quarter of Section 8; thence southwesterly along Montana Rail Link railroad to the intersection of Johnson Lane, located in Section 19, Township 1 North, Range 27 East; thence south along Johnson Lane to the intersection of Ford Road; thence following multiple courses easterly along Ford Road to the east section line of Section 32, Township 1 North, Range 27 East; thence north along section lines to the intersection of Trailmaster Road; thence following multiple courses easterly along Tailmaster Road to the intersection of Box Canyon Road; thence following multiple courses easterly along Box Canyon Road to the intersection of Cave Road; thence following multiple courses easterly along Cave Road to the intersection of Dinosaur Road; thence south along Dinosaur Road to the intersection of Emerald Hills Drive; thence north along Emerald Hills Drive to a private drive for residents of 589 Emerald Hills Drive; thence following multiple courses easterly said private drive to a private drive for residents of 5350 Forest Hills Drive; thence easterly along private drive to the intersection of Forest Hills Drive; thence easterly along Forest Hills Drive to the East section line of Section 27, Township 1 North, Range 27 East; thence south along section line to the point of beginning.

Precinct 14

Beginning at a point located at the intersection of Interstate 90 and South Billing Boulevard, also located along the West section line of Section 16, Township 1 South, Range 26 East; thence east along Interstate 90 to a point along the boundary line of City of Billing, located the Northwest quarter of Section 15, Township 1 South, Range 26 East; thence north along said boundary line of City of Billings to the intersection of McDougall Drive; thence west along McDougall Drive to the intersection of Chamberlain Drive; thence south along Chamberlain Drive to the intersection of Kings Green Drive; thence west along Kings Green Drive to the intersection of Jackson Street; thence north along Jackson Street to the intersection of Madison Avenue; thence east along Madison Avenue to the intersection of Washington Street; thence north along Washington Street to the intersection of Roosevelt Avenue;

thence west along Roosevelt Avenue to the intersection of Adams Street; thence north along Adams Street to the intersection of State Avenue; thence east along State Avenue to the intersection of South 27th Avenue and Belknap Avenue; thence continuing east along Belknap Avenue to the intersection of Buena Vista Avenue; thence continuing east to the centerline of Yellowstone River; thence following multiple courses southerly along the centerline of Yellowstone River to South Billing Boulevard; thence north along South Billing Boulevard to the point of beginning.

Precinct 15

Beginning at a point located at the South 1/16th corner of Section 1, Township 2 South, Range 29 East, also being on the north boundary line of Crow Indian Reservation and east boundary line of County of Yellowstone; thence following multiple courses south and westerly along boundary line of County of Yellowstone to a point on the south section line of Section 21, Township 4 South, Range 25 East, also being the west boundary line of Crow Indian Reservation; thence following multiple courses northerly along boundary line of Crow Indian Reservation to a point on the west section line of Section 18, Township 2 South, Range 27 East; thence north along section line to the intersection of Bender Road; thence following multiple courses westerly along Bender Road to the intersection of Blue Creek Road; thence following multiple courses northerly to the boundary line of City of Billings, located in the Southeast quarter of Section 28, Township 1 South, Range 26 East; thence following multiple courses northerly along boundary line of City of Billings to the intersection of Blue Creek Road; thence northerly along Blue Creek Road to the centerline of Yellowstone River; thence following multiple courses northerly along centerline of Yellowstone River to the a point on the east-west running mid-section line of Section 11, Township 1 South, Range 26 East; thence east along mid-section line to the east section line of Section 12, Township 1 South, Range 26 East; thence south along section line to Bitter Creek, located along the west section line of Section 18, Township 1 South, Range 27 East; thence southeasterly along Bitter Creek to the boundary line of Crow Indian Reservation in Section 28, Township 1 South, Range 27 East; thence following multiple courses easterly along boundary line of Crow Indian Reservation to the point of beginning.

Precinct 16

Beginning at a point located at the intersection of Wicks Lane, Nutter Boulevard, and Lake Hills Drive, located along the north section line of Section 21, Township 1 North, Range 26 East; thence east along Wicks Lane to the intersection of Billing Bench Water Association Canal; thence following multiple courses southerly along Billings Bench Water Association Canal to the intersection of Hilltop Road; thence west along Hilltop Road to the intersection of Governors Boulevard; thence northwesterly along Governors Boulevard to the intersection of Senators Boulevard; thence southerly along Senators Boulevard the intersection of Aquarius Place; thence southerly along Aquarius Place to the west section line of Section 21, Township 1 North, Range 26 East; thence north along said section line to the intersection of Constitution Avenue; thence northeasterly along Constitution Avenue to the intersection of Patriot Street; thence north along Patriot Street to the intersection of Revolution Avenue; thence east along Revolution Avenue to the intersection of Constitution Avenue; thence east along Constitution Avenue to the intersection of Nutter Boulevard; thence north along Nutter Boulevard to the point of beginning.

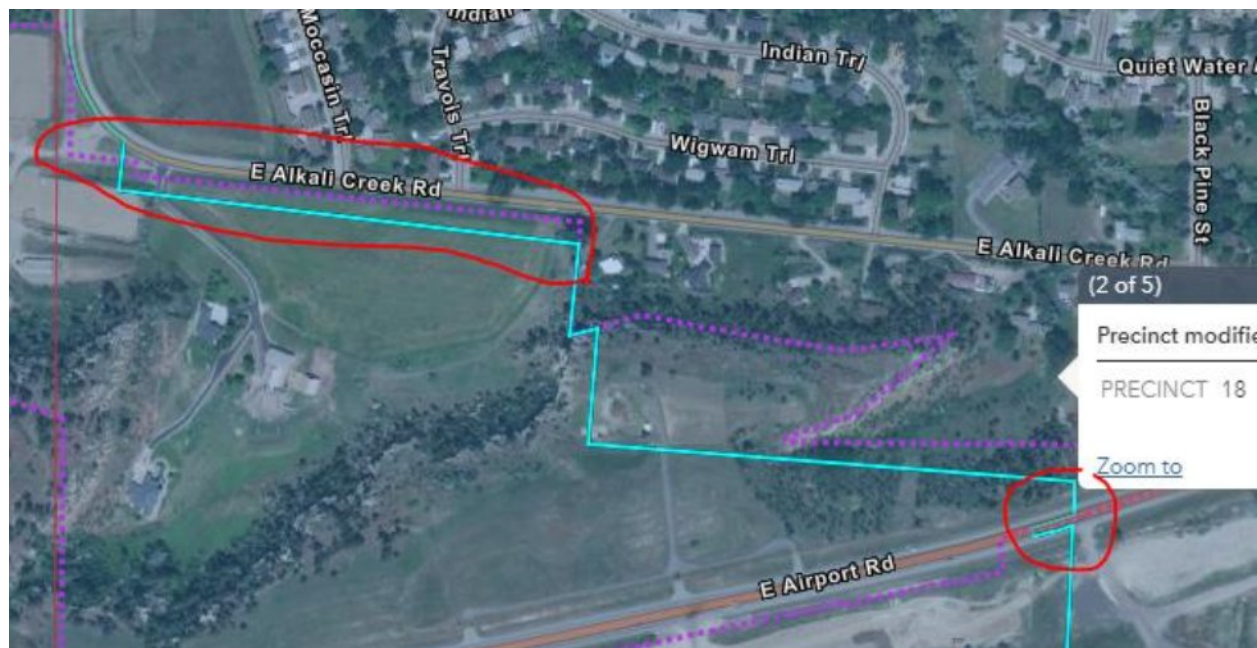
Precinct 17

Beginning at a point located at the intersection of Wicks Lane and Bench Boulevard, also being the Northeast corner of Section 22, Township 1 North, Range 26 East; thence south along Bench Boulevard to the intersection of Shawnee Drive; thence west along Shawnee Drive to the intersection of Radford Square West; thence south along Radford Square West to the intersection of Radford Square; thence west along Radford Square to the intersection of Main Street; thence following multiple courses southerly along Main Street to the intersection of Lake Elmo Drive; thence north along Lake Elmo Drive to the intersection of Emerald Drive; thence west along Emerald Drive to the intersection of Shamrock Lane; thence northerly along Shamrock Lane to the intersection of Agate Avenue; thence west along Agate Avenue to the intersection of Antelope Trail; thence along Antelope Trail to the intersection of Summerhill Drive; thence north along Summerhill Drive to the intersection of Hilltop Road; thence east along

Hilltop Road to Billings Bench Water Association Canal; thence northerly along Billings Bench Water Association Canal to Wicks Lane; thence east along Wicks Lane to the point of beginning.

Precinct 18

Beginning at a point located at the Southwest corner of Section 27, Township 1 North, Range 26 East; thence south along section line to the south line of Swords Park, also being the top of Rimrock Cliffs; thence west along south line of Swords Park to the intersection of the underground culvert for Billings Bench Water Association Canal; thence north along underground culvert to the north boundary line of Parcel 2 of Certificate of Survey #1434; thence west along the north boundary of Parcel 2 of Certificate of Survey #1434 to the Southwest corner of Lot 20, Block 3 of Rolle Subdivision; thence north along west boundary line of Lot 20, Block 3 of Rolle Subdivision to the intersection of City of Billings boundary line; thence following multiple course northerly and westerly to a point on curve of Alkali Creek Road; thence north along Alkali Creek Road to the intersection of Moon Valley Road; thence west along Moon Valley Road to the intersection of Moon Beam Lane; thence westerly along Moon Beam Lane to the intersection of North Moon Valley Road; thence northerly along North Moon Valley Road to the intersection of Alkali Creek Road; thence westerly along Alkali Creek Road to the intersection of Senators Boulevard; thence northerly along Senators Boulevard to the Southwest corner of Lot 124, Block 3 of Terrace Estates Subdivision; thence north along the west boundary of said Lot 124 to the Northwest corner of said Lot 124; thence northeasterly along said the north boundary of Lot 124, Lot 125, Lot 126, Lot 127 of Block 3 of Terrace Estates Subdivision to the west section line of Section 18, Township 1 North, Range 26 East; thence north along said section line to the Northeast corner of Lot 6, Block 2 of Galaxy Subdivision; thence northerly along the north boundary of said Lot 6 to the centerline of Aquarius Place; thence easterly along Aquarius Place to the intersection of Senators Boulevard; thence northerly along Senators Boulevard to the intersection of Governors Boulevard; thence southeasterly along Governors Boulevard to the intersection of Bazaar Exchange and W. Hilltop Road; thence east along W. Hilltop Road to the intersection of Summerhill Drive; thence south along Summerhill Drive to the intersection of Antelope Trail, thence southerly along Antelope Trail to the intersection of Agate Avenue; thence east along Agate Avenue to the intersection Shamrock Lane; thence southerly along Shamrock Lane to the intersection of Emerald Drive; thence east along Emerald Drive to the intersection of Lake Elmo Drive; thence south along Lake Elmo Drive to the intersection of Main Street; thence south along Main Street to a point on curve along Main Street near the intersection with Bench Boulevard and 6th Avenue; thence westerly to a point along the south line of Swords Park; thence westerly along Swords Park to the City of Billings boundary line; thence west along the City of Billings Boundary line to the point of beginning.



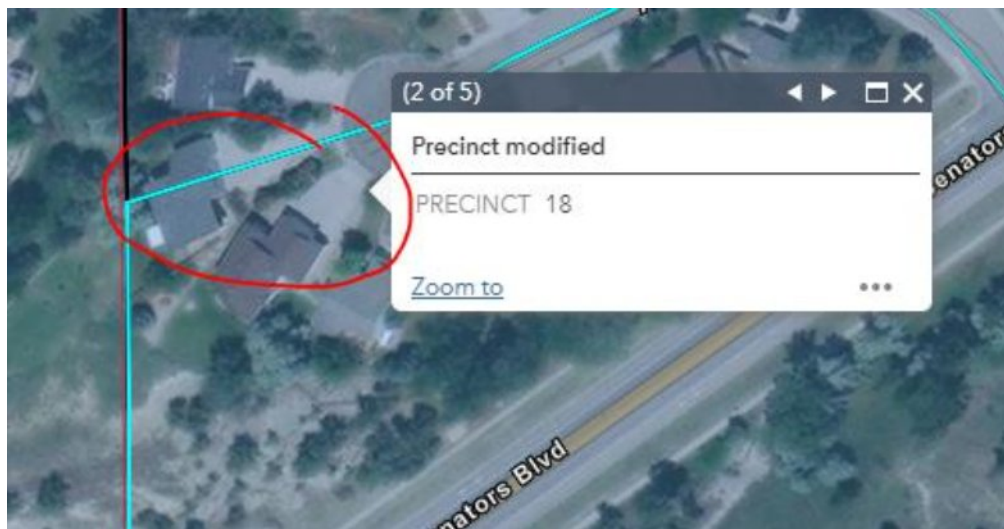


Figure 4: Recommend following cadastral lines.



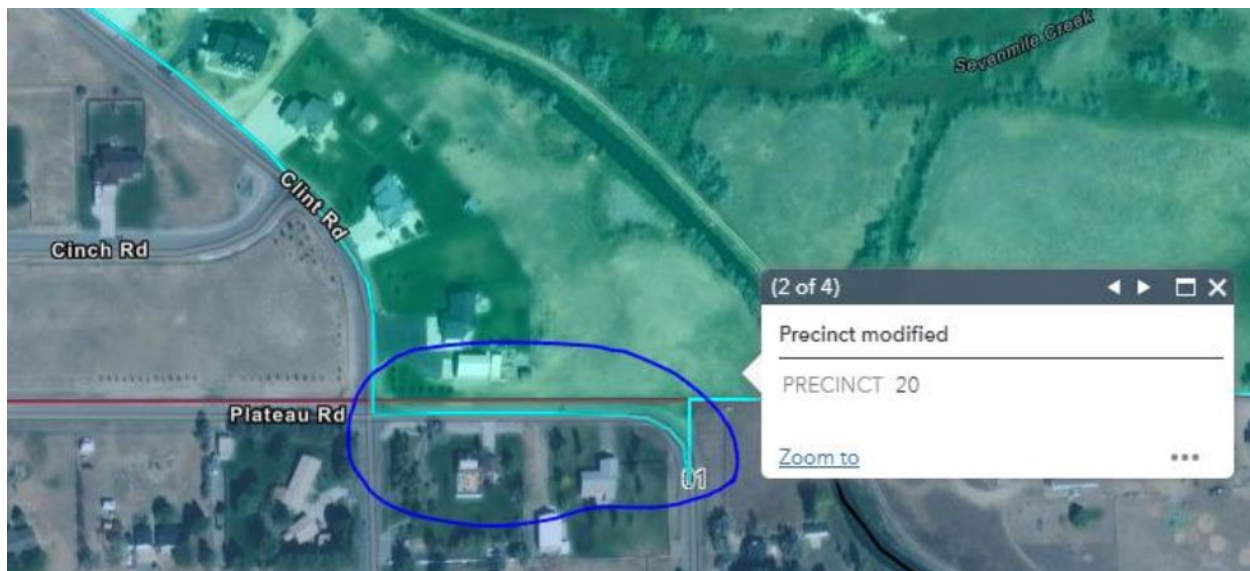
Figure 5: Spikes in line work?

Precinct 19

Beginning at a point located at the Northwest corner of Section 11, Township 2 North, Range 26 East; thence east along section lines to the Northeast corner of Section 8, Township 2 North, Range 27 East; thence north along section lines to the Northwest corner of Section 33, Township 3 North, Range 27 East; thence east along section lines to the Northeast corner of Section 34, Township 3 North, Range 27 East; thence south along section lines to the centerline of Crooked Creek, located in the Northwest quarter of Section 2, Township 2 North, Range 27 East; thence following along multiple courses southerly along the centerline of Crooked Creek to an irrigation ditch located in the Northeast quarter of said Section 2; thence southerly along said irrigation ditch to the intersection with Kirby Road, located in the West half of Section 11, Township 2 North, Range 27 East; thence West along Kirby Road to the intersection with Shepherd Road; thence south along Shepherd Road to the intersection with and irrigation ditch, located in the Southeast quarter of Section 10, Township 2 North, Range 27 East; thence southerly along irrigation ditch to the intersection with Yeoman Road; thence west along Yeoman Road to the intersection with Hofferber Road; thence south along Hofferber Road to the intersection with Homer Davis Road; thence west along Homer Davis Road to the intersection with Larimer Lane; thence south along Larimer Lane to the intersection with Duck Club Road; thence west along Duck Club Road to the Southwest corner of Section 19, Township 2 North, Range 27 East; thence north along Range line to the South 1/16th corner of said Section 19; thence west along 16th line to the Center-South 1/16th corner of Section 24, Township 2 North, Range 26 East; thence north along mid-section line to the Center quarter corner of said Section 24; thence west along mid-section line to the West quarter corner of said section 24; thence south along section line to the Southwest corner of said Section 24; thence west along section line to the South quarter corner of Section 23, Township 2 North, Range 26 East; thence north along mid-section line to the Center quarter corner of said Section 23; thence west along mid-section line to the West quarter corner of said Section 23; thence north along section lines to the point of beginning.

Precinct 20

Beginning at a point located at the Northwest corner of Section 4, Township 2 North, Range 25 East; thence east along Township line to the Northeast corner of Section 3, Township 2 North, Range 26 East; thence south along section lines to the West quarter corner of Section 23, Township 2 North, Range 26 East; thence east along mid-section line to the Center quarter corner of said Section 23; thence south along mid-section line to the South quarter corner of said Section 23; thence east along section line to the Southeast corner of said Section 23; thence north along section line to the West quarter corner of Section 24, Township 2 North, Range 26 East; thence east along mid-section line to the Center quarter corner of said Section 24; thence south along mid-section line to the Center-South 1/16th corner of said Section 24; thence east along 16th line to the South 1/16th corner of said Section 24; thence south along section lines to the Southeast corner of Section 36, Township 2 North, Range 26 East; thence west along section line to the intersection with Clint Road, located in the Southwest quarter of said Section 36; thence north along Clint road to the intersection with Sevenmile Creek, located in said Southwest quarter of Section 36; thence following multiple courses westerly along said Sevenmile Creek to an intersection with an unnamed two track road and unnamed creek, located in the East half of Section 35, Township 2 North, Range 26 East; thence northerly along unnamed creek to the intersection with US Highway 87, located in the Northeast quarter of Section 34, Township 2 North, Range 26 East; thence south along US Highway 87 to the Southeast corner of Section 10, Township 1 North, Range 26, also being the intersection of Roundup Road, Mary Street, and Bench Boulevard; thence west along section lines to the Southwest corner of Section 7, Township 1 North, Range 26 East; thence north along section line to the intersection with Alkali Creek Road, located in the Southeast quarter of Section 12, Township 1 North, Range 25 East; thence westerly along Alkali Creek Road to the intersection of Alkali Creek, located in the Southeast quarter of Section 11, Township 1 North, Range 25 East; thence following multiple courses westerly along Alkali Creek to the intersection of Warfield Ranch Road, located in the Southwest quarter of said Section 11; thence following multiple courses northerly along Warfield Ranch Road to the intersection of Alkali Creek Road, located in said Section 11; thence westerly along Alkali Creek Road to the Southwest corner of Section 3, Township 1 North, Range 25 East; thence north along section line to the Northwest corner of said Section 3; thence west along Township line to the Southwest corner of Section 33, Township 2 North, Range 25 East; thence north along section lines to the point of beginning.



Precinct 21

Beginning at a point located at the Northeast corner of Section 15, Township 1 North, Range 26 East, also being the intersection of Roundup Road, Mary Street, and Bench Boulevard; thence south along Bench Boulevard to the intersection with Wicks Lane; thence west along Wicks Lane to the intersection with Lake Hills Drive, located in the South half of Section 16, Township 1 North, Range 26 East; thence northerly along Lake Hill Drive to the intersection with Clubhouse Way; thence northerly along Clubhouse Way to the intersection Cherry Hills Road; thence easterly along Cherry Hills Road to the intersection with Annandale Road; thence westerly along Annandale Road to the intersection Bonito Loop, also being the north section line of Section 16, Township 1 North, Range 26 East; thence east along section lines to the point of beginning.

Precinct 22

Beginning at a point located at the Northeast corner of Section 18, Township 1 North, Range 26 East; thence east along section lines to the intersection of Bonito Loop and Annandale Road, located in the Northwest quarter of Section 16, Township 1 North, Range 26 East; thence easterly along Annandale Road to the intersection with Cherry Hills Road; thence westerly along Cherry Hills Road to the intersection with Clubhouse Way; thence southerly along Clubhouse Way to the intersection with Lake Hills Drive; thence Southerly along Lake Hills Drive to the intersection with Wick Lane; thence westerly along Wicks Lane to the intersection with Skyway Drive, located in the Southwest quarter of Section 17, Township 1 North, Range 26 East; thence westerly along Skyway Drive to the intersection with Alkali Creek Road, located in the South half of Section 18, Township 1 North, Range 26 East; thence northerly along Alkali Creek Road to the intersection with the north section line of Section 18, Township 1 North, Range 26 East; thence east along the section line to the point of beginning.

Precinct 23

Beginning at a point located at the intersection of Alkali Creek Road and Skyway Drive, located in the South half of Section 18, Township 1 North, Range 26 East; thence easterly along Skyway Drive to the intersection with Wicks Lane; thence easterly along Wicks Lane to the intersection with Lake Hills Drive and Nutter Boulevard; thence south along Nutter Boulevard to the intersection with Constitution Avenue; thence west along Constitution Avenue to the intersection with Revolution Avenue; thence west along Revolution Avenue to the intersection of Patriot Street; thence south along Patriot Street to the intersection with Constitution Avenue; thence southerly along Constitution Avenue to the intersection with the East section line of Section 20, Township 1 North, Range 26 East; thence south along section line to the North boundary line of Lot 127, Block 3 of Terrace Estates Subdivision; thence westerly along the North boundary lines of Lot 127, Lot 126, Lot 125, to the Northwest corner of Lot 124,

Block 3 of Terrace Estates Subdivision; thence southerly along the West boundary line of Lot 124 to the centerline of Senators Boulevard; thence southerly along Senators Boulevard to the intersection with Alkali Creek Road, located in the Southeast quarter of Section 20, Township 1 North, Range 26 East; thence westerly along Alkali Creek Road to the point of beginning.

Precinct 24

Beginning at a point located at the intersection of North 4th Avenue and North 30th Street, located in the Northwest quarter of Section 3, Township 1 South, Range 26 East; thence northerly along North 30th Street to the intersection with North 12th Avenue; thence westerly along North 12th Avenue to the intersection with North 32nd Street; thence northerly along North 32nd Street to the intersection with Colton Boulevard; thence west along Colton Boulevard to the intersection with Virginia Lane; thence south along Virginia Lane to the intersection Beverly Hill Boulevard; thence west along Beverly Hill Boulevard to the intersection with West 7th Street; thence north along West 7th Street to the intersection with the East boundary Hilands Golf Club, located in the Section 31, Township 1 North, Range 26 East; thence north along the East boundary of Hilands Golf Club to the intersection with Poly Drive; thence east along Poly Drive to the intersection with Virginia Lane; thence north along Virginia Lane to the intersection with Rimrock Road; thence west along Rimrock Road to the intersection with James Street; thence north along James Street and continuing north past James Street to North 27th Street; thence west along North 27th Street to the a point east of the roundabout and south of Airport Road along the top of Rimrock Cliffs; thence east along the top of Rimrock Cliffs to the East section line of Section 33, Township 1 North, Range 26 East; thence north along the section line to the Northeast corner of said Section 33; thence east along section line to the top of Rimrock Cliffs; thence easterly along top of Rimrock Cliffs, continuing east leaving the top of Rimrock Cliffs to the centerline of Main Street, located the Southwest quarter of Section 27, Township 1 North, Range 26 East; thence south along Main Street to the intersection with North 3rd Avenue; thence west along North 3rd Avenue to the west boundary line of Lot 6-14, & South half of adjacent vacant alley, Block 11 of the Industrial Subdivision 4th Filing; thence north along said west boundary line to the Southeast corner of Lot 53-54, & North half of adjacent vacant ally, Block 11 of Industrial Subdivision 4th Filing; thence east along south boundary line to the Southwest corner of said Lot 53-54; thence north along the west boundary line of said Lot 53-54 to North 4th Avenue; thence westerly along North 4th Avenue to the point of beginning.

Precinct 25

Beginning at a point located at the intersection of Rimrock Road and Virginia Lane, also being located in the Northeast quarter of Section 31, Township 1 North, Range 26 East; thence south along Virginia Lane to the intersection with Poly Drive; thence west along Poly Drive to the intersection with East boundary of Hilands Golf Club; thence south along the East boundary of Hilands Golf Club to the Southeast corner of Hilands Golf Club; thence west along said boundary of Hilands Golf Club to the intersection with Gladiolus Lane; thence leaving the south boundary of Hilands Golf Club, south along Gladiolus Lane to the intersection with Delphinium Drive; thence west along Delphinium Drive to the intersection with Azalea Lane; thence south along Azalea Lane to the intersection with Delphinium Drive; thence west along Delphinium Drive to the intersection with North Place; thence north along North Place to the intersection with O Malley Drive; thence west along O Malley Drive to the intersection with 12th Street West; thence north along 12th Street West to the intersection with O Malley Drive; thence west along O Malley Drive to the intersection with 13th Street West; thence north along 13th Street West to the intersection with Billings Bench Water Association Canal; thence westerly along Billings Bench Water Association Canal to the intersection with 17th Street West; thence north along 17th Street West to the end of 17th Street West at the northern boundary of Morledge Subdivision 3rd Filing, located in the Southwest quarter of Section 25, Township 1 North, Range 25 East; thence north along the East boundary of Parcel 1A of Certificate of Survey 905 to the intersection with US Highway 3; thence east along US Highway 3 to the intersection with North 27th Street; thence easterly along North 27th Street to a point north of James Street, located int Salsbury Subdivision; thence south to the end of James Street; thence south along James Street to the intersection with Rimrock Road; thence east along Rimrock Road to the point of beginning.

Precinct 26

Beginning at a point located at the intersection of 17th Street West and Colton Boulevard, also being located in Section 36, Township 1 North, Range 25 East; thence west along Colton Boulevard to the intersection with Wingate Lane; thence north along Wingate Lane to the transition with Beth Drive; thence continuing north along Beth Drive to the intersection with Rimrock Road; thence east along Rimrock Road to the intersection with Brentwood Lane; thence north along Brentwood Lane to the intersection with Teton Avenue; thence east along Teton Avenue to the intersection with Granite Avenue; thence north, then east along Granite Avenue to the intersection with Arvin Road; thence north to the top bank of the Rimrocks; thence easterly along the top bank of the Rimrocks to the intersection with the East boundary of Sky Ranch Condominiums 1 and 2 Subdivision, also being located in the Southwest quarter of Section 25, Township 1 North Range 25 East; thence north to the intersection with US Highway 3; thence east along US Highway 3 to the intersection with the east boundary of Parcel 1A of Certificate of Survey 905; thence south to the end of 17th Street West; thence south along 17th Street West to the point of beginning.

Precinct 27

Beginning at a point located at the intersection of 12th Avenue North and North 30th Street, also being located in the Northwest quarter of Section 32, Township 1 North, Range 26 East; thence southerly along North 30th Street to the intersection with 6th Avenue North; thence westerly along 6th Avenue North to the intersection with Grand Avenue; thence west along Grand Avenue to the intersection with 11th Street West; thence north along 11th Street West to the intersection with Avenue D; thence east along Avenue D to the intersection with 10th Street West; thence north along 10th Street West to the intersection with Parkhill Drive and Azalea Lane; thence continuing north along Azalea Lane to the intersection with Delphinium Drive; thence east along Delphinium Drive to the intersection with Gladiolus Lane; thence north along Gladiolus Lane to the intersection with the South boundary of Hilands Golf Club; thence east along the South boundary of Hilands Golf Club to the intersection with 7th Street West; thence south along 7th Street West to the intersection with Beverly Hill Boulevard; thence east along Beverly Hill Boulevard to the intersection Virginia Lane; thence north along Virginia Lane to the intersection with Colton Boulevard; thence east along Colton Boulevard to the intersection with North 32nd Street; thence southerly along North 32nd Street to the intersection with 12th Avenue North; thence easterly along 12th Avenue North to the point of beginning.

Precinct 28

Beginning at a point located at the intersection of O Malley Drive and North Place, also being located in the Northwest quarter of Section 31, Township 1 North, Range 26 East; thence south along North Place to the intersection with Delphinium Drive; thence east along Delphinium Drive to the intersection with Azalea Lane; thence south along Azalea Lane to the intersection with Parkhill Drive and 10th Street West; thence continuing south along 10th Street West to the intersection with Avenue D; thence west along Avenue D to the intersection with 11th Street West; thence south along 11th Street West to the intersection with Grand Avenue; thence east along Grand Avenue to the intersection with 9th Street West; thence south along 9th Street West to the intersection with Lewis Avenue; thence west along Lewis Avenue to the intersection with 14th Street West; thence north along 14th Street West to the intersection Grand Avenue; thence west along Grand Avenue to the intersection with 21st Street West; thence north along 21st Street West to the intersection with Avenue D; thence east along Avenue D to the intersection with 19th Street West; thence north along 19th Street West to the intersection with Parkhill Drive; thence easterly to the intersection with 17th Street West; thence north along 17th Street West to the intersection with Billings Bench Water Association Canal; thence easterly along Billings Bench Water Association Canal to the intersection with 13th Street West; thence south along 13th Street West to the intersection O Malley Drive; thence east along O Malley Drive to the intersection with 12th Street West; thence south along 12th Street West to the intersection with O Malley Drive; thence east along O Malley Drive to the point of beginning.

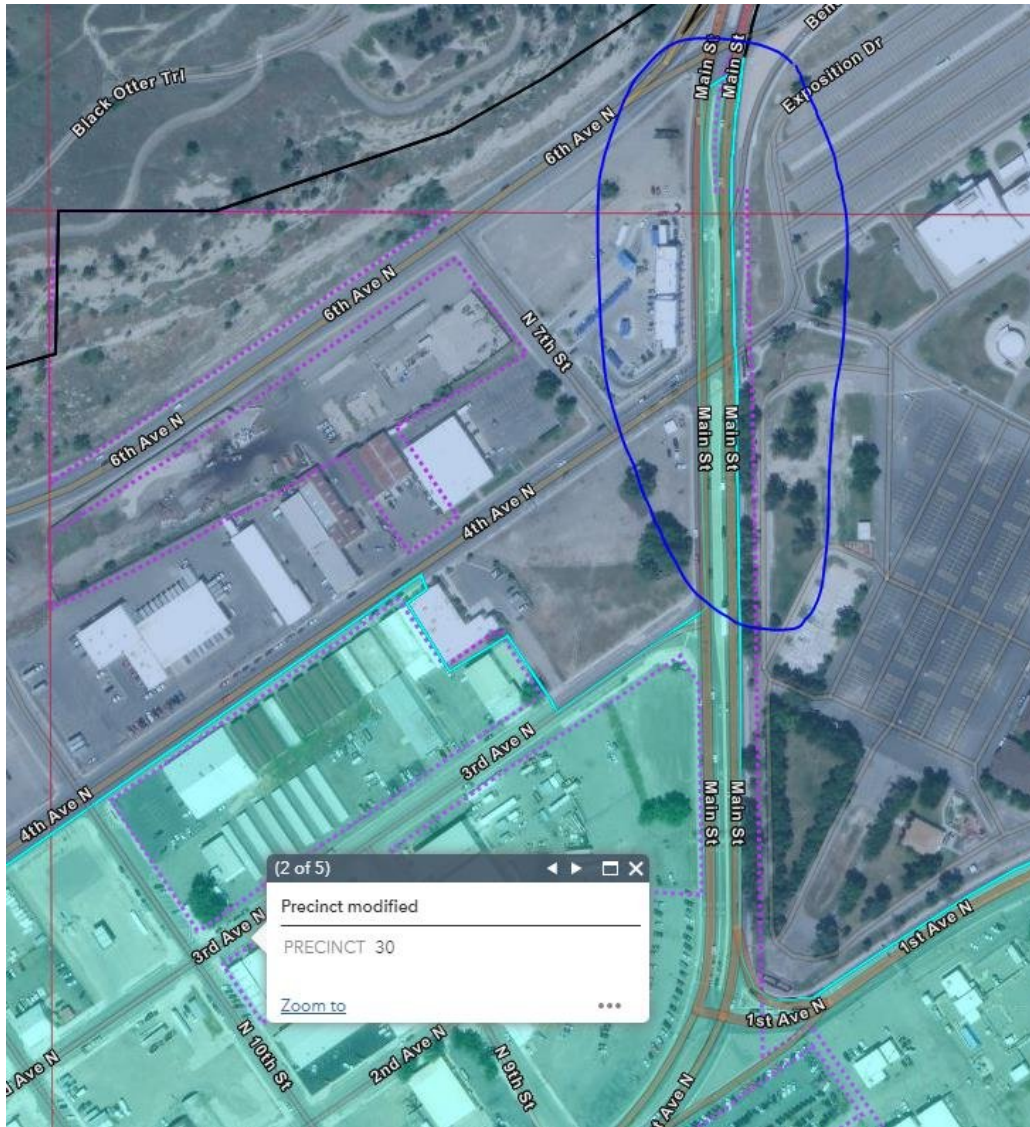
Precinct 29

Beginning at a point located at the intersection of Lewis Avenue and 9th Street West, also being located in the Northeast quarter of Section 5, Township 1 South, Range 26 East; thence south along 9th Street West to the intersection with Cook Avenue; thence east along Cook Avenue to the intersection with 8th Street West; thence south

along 8th Street West to the intersection with Central Avenue; thence west along Central Avenue to the intersection with 14th Street West; thence north along 14th Street West to the intersection with Custer Avenue; thence west along Custer Avenue to the intersection with 19th Street West; thence north along 19th Street West to the intersection with Grand Avenue; thence east along Grand Avenue to the intersection with 14th Street West; thence south along 14th Street West to the intersection with Lewis Avenue; thence east along Lewis Avenue to the point of beginning.

Precinct 30

Beginning at a point located at the intersection of Main Street and 1st Avenue North, also being located in the Northeast quarter of Section 34, Township 1 North, Range 26 East; thence easterly along 1st Avenue North to the intersection with the Yellowstone River; thence following multiple courses southerly along the Yellowstone River to the intersection with an eastern extension of Belknap Avenue, also being located along the Eastern boundary of Parcel 3 and 4 of Certificate of Survey 1031 located in Section 2, Township 1 South, Range 26 East; thence west to the end of Belknap Avenue; thence continuing west along Belknap Avenue to the intersection of South 27th Street and State Avenue; thence continuing west along State Avenue to the intersection of Orchard Land and Laurel Road; thence west to Montana Rail Link Railroad; thence northeasterly along Montana Rail Link Railroad to the intersection of North 27th Street; thence northerly along North 27th Street to the intersection with 4th Avenue North; thence easterly along 4th Avenue North to the intersection with the Northwest corner of Lot 53-54, Block 11 of Industrial Subdivision 4th Filing; thence south along the West boundary to the Southwest corner of said Lot 53-54; thence east along the South boundary to the Southeast corner of said Lot 53-54, also being the Northeast corner of Lot 15-16, Block 11 of Industrial Subdivision 4th Filing; thence south along the East boundary of said Lot 15-16 to the intersection with 3rd Avenue North; thence east along 3rd Avenue North to the intersection with Main Street; thence south along Main Street to the point of beginning.



Precinct 31

Beginning at a point located at the intersection of 4th Street West and Grand Avenue, also being located on the north section line of Section 4, Township 1 South, Range 26 East; thence east along Grand Avenue to the intersection of North 32nd Street and 6th Avenue North; thence easterly along 6th Avenue North to the intersection with North 30th Street; thence south along North 30th Street to the intersection with 4th Avenue North; thence east along 4th Avenue North to the intersection with North 27th Street; thence south along North 27th Street to the intersection with Montana Rail Link Railroad; thence southerly along Montana Rail Link Railroad to a point extending south from 5th Street West; thence north to the intersection with Montana Avenue and 5th Street West; thence north along 5th Street West to the intersection with Lewis Avenue; thence east along Lewis Avenue to the intersection with 4th Street West; thence north along 4th Street West to the point of beginning.

Precinct 32

Beginning at a point located at the intersection of 4th Street West and Grand Avenue, also being located on the north section line of Section 4, Township 1 South, Range 26 East; thence south along 4th Street West to the intersection with Lewis Avenue; thence west along Lewis Avenue to the intersection with 5th Street West; thence south along 5th Street West to the intersection with Montana Avenue; thence southwesterly along Montana Avenue to the

intersection with Central Avenue; thence east along Central Avenue to the intersection with 8th Street West; thence north along 8th Street West to the intersection with Cook Avenue; thence west along Cook Avenue to the intersection with 9th Street West; thence north along 9th Street West to the intersection with Grand Avenue; thence east along Grand Avenue to the point of beginning.

Precinct 33

Beginning at a point located at the intersection of State Avenue and Adams Street, also being located in the Northwest quarter of Section 10, Township 1 South, Range 26 East; thence south along Adams Street to the intersection with Roosevelt Avenue; thence east along Roosevelt Avenue to the intersection with Washington Street; thence south along Washington Street to the intersection with Madison Avenue; thence west along Madison Avenue to the intersection with Jackson Street; thence south along Jackson Street to the intersection with Kings Green Drive; thence east along Kings Green Drive to the intersection with Chamberlain Drive; thence north along Chamberlain Drive to the intersection with McDougall Drive; thence east along McDougall Drive to the intersection with Washington Street; thence south along Washington Street to the end of the street; thence continuing south to a point along Interstate 90; thence west along Interstate 90 to the Southwest corner of Ponderosa Park, Block 14 of Southwest Billing Subdivision 3rd Filing, Section 16, Township 1 South, Range 26 East; thence north along the West boundary of said Ponderosa Park to the end of Orchard Lane; thence continuing north along Orchard Lane to the intersection with King Avenue East; thence west along King Avenue East to the intersection with Calhoun Lane; thence north along Calhoun Lane to the intersection with Underpass Avenue; thence westerly along Underpass Avenue to the intersection with Foote Street; thence north along Foote Street to the intersection with Laurel Road; thence westerly along Laurel Road to the intersection with Moore Lane; thence north along Moore Lane to the intersection with Central Avenue; thence east along Central Avenue to the intersection with Montana Avenue; thence northerly along Montana Avenue to the intersection with 5th Street West; thence south to a point along the Montana Rail Link Railroad; thence east to the intersection with Laurel Road, Orchard Lane, and State Avenue; thence east along State Avenue to the point of beginning.

Precinct 34

Beginning at a point located at the intersection of Custer Avenue and 14th Street West, also being located in the Southwest quarter of Section 5, Township 1 South, Range 26 East; thence south along 14th Street West to the intersection with Central Avenue; thence east along Central Avenue to the intersection with Moore Lane; thence south along Moore Lane to the intersection with Laurel Road; thence east along Laurel Road to the intersection with Foote Street; thence south along Foote Street to the intersection with Underpass Avenue; thence east along Underpass Avenue to the intersection with Calhoun Lane; thence south along Calhoun Lane to the intersection with King Avenue East; thence east along King Avenue East to the intersection with Orchard Lane; thence south along Orchard land, extending to a point along Interstate 90; thence west along Interstate 90 to a point south of the Southwest corner of Parcel 18 of Certificate of Survey 1751, Section 17, Township 1 South, Range 26 East; thence north to the Southwest corner of said Parcel 18; thence north along the West boundary of said Parcel 18 to the intersection of Southgate Drive and South 12th Street West; thence north along South 12th Street West to the intersection with King Avenue East; thence west along King Avenue East to the intersection with Parkway Lane; thence northerly along Parkway Lane to the intersection with Laurel Road; thence southerly along Laurel Road to the Southeast corner of Section 7, Township 1 South, Range 26 East; thence west along section line to the intersection with South 20th Street West; thence north along South 20th Street West to the intersection with Monad Road; thence east along Monad Road to the intersection with South 19th Street West; thence north along South 19th Street West to the intersection with Central Avenue and 19th Street West; thence continuing north along 19th Street West to the intersection with Howard Street; thence easterly along Howard Street to the intersection 19th Street West; thence north along 19th Street West to the intersection with Custer Avenue; thence east along Custer Avenue to the point of beginning.

Precinct 35

Beginning at a point located at the intersection of Interstate 90 and South Billings Boulevard, also being located on the East section line of Section 17, Township 1 South, Range 26 East; thence south along South Billings Boulevard to the intersection with the Yellowstone River; thence following multiple courses southwesterly along the Yellowstone River to the Center quarter of Section 35, Township 1 South, Range 25 East; thence north along the midsection line to the North quarter corner of said Section 35; thence north along the midsection line to the Center quarter of Section 26, Township 1 South, Range 25 East; thence west along midsection line to the West quarter corner of said Section 26; thence north along section lines to the Northwest section corner of Section 14, Township 1 South, Range 25 East, also being the intersection of King Avenue West and South Shiloh Road; thence east along King Avenue West to the Northwest corner of Parcel 5D of Certificate of Survey 1349, Section 14, Township 1 South, Range 25 East; thence south along the West boundary to the Southwest corner of said Parcel 5D; thence east along the South boundary to the Southeast corner of said Parcel 5D, also being the Southwest corner of Golden Meadows Subdivision 3rd Filing; thence east along the South boundary to the Southeast corner of said Golden Meadows Subdivision, also being along the east section line of Section 14, Township 1 South, Range 25 East; thence north along section to the Northeast corner of said Section 14; thence east along section lines to the Northeast corner of Section 18, Township 1 South, Range 26 East, also being along Laurel Road; thence easterly along Laurel Road to the intersection with Parkway Lane; thence southerly along Parkway Lane to the intersection with King Avenue East; thence east along King Avenue East to the intersection with South 12th Street West; thence south along South 12th Street West to the intersection with Southgate Drive, also being the Northwest corner of Parcel 18 of Certificate of Survey 1751, Section 17, Township 1 South, Range 26 East; thence south along the West boundary to the Southwest corner of said Parcel 18; thence south to a point along Interstate 90; thence east along Interstate 90 to the point of beginning.

Precinct 36

Beginning at a point located at the intersection of Custer Avenue and 19th Street West, also being located in the Southwest quarter of Section 6, Township 1 South, Range 25 East; thence south along 19th Street West to the intersection with Howard Avenue, thence westerly along Howard Avenue to the intersection with 19th Street West; thence south along 19th Street West to the intersection with Custer Avenue and South 19th Street West; thence continuing south along South 19th Street West to the intersection with Monad Road; thence west along Monad Road to the intersection with South 20th Street West; thence south along South 20th Street West to the a point along the South section line of Section 7, Township 1 South, Range 25 East; thence west along section line of said Section 7 to a point along South 24th Street West; thence north along South 24th Street West to the intersection with Central Avenue and 24th Street West; thence continuing north along 24th Street West to the intersection with Cook Avenue; thence west along Cook Avenue to the intersection with 25th Street West; thence south along 25th Street West to the intersection with the South boundary of Descro Subdivision 5th Filing, Section 1 South, Township 1 south, Range 25 East; thence west along the South boundary of Descro Subdivision 5th Filing to the intersection of 27th Street West; thence north along 27th Street West to the intersection with Custer Avenue; thence east along Custer Avenue to the intersection with 24th Street West; thence north along 24th Street West to the intersection with Broadwater Avenue; thence east along Broadwater Avenue to the intersection of Gay Place; thence south along Gay Place to the intersection of Custer Avenue; thence east along Custer Avenue to the point of beginning.

Precinct 37

Beginning at a point located at the intersection of Central Avenue and South 24th Street West, also being located at the Southwest corner of Section 1, Township 1 South, Range 25 East; thence south along South 24th Street West to the intersection with Mall Drive; thence following multiple courses northwesterly to the intersection with Stewart Park Road; thence north along Stewart Park Road to the intersection with Central Avenue; thence west along Central Avenue to the intersection with Billings Bench Water Association Canal; thence south along Billings Bench Water Association Canal to the intersection with Monad Road; thence west along Monad Road to the intersection with South 32nd Street West; thence north along South 32nd Street West to the intersection with Central Avenue and 32nd Street West; thence continuing north along 32nd Street West to the intersection with Broadwater Avenue; thence east

along Broadwater Avenue to the intersection 28th Street West; thence south along 28th Street West to the intersection with Custer Avenue; thence east along Custer Avenue to the intersection with 27th Street West; thence south along 27th Street West to the intersection with the South boundary of Descro Subdivision 5th Filing, Section 1 South, Township 1 south, Range 25 East; thence east along the South boundary of said Descro Subdivision 5th Filing to the intersection with 25th Street West; thence north along 25th Street West to the intersection with Cook Avenue; thence east Cook Avenue to the intersection with 24th Street West; thence south along 24th Street West to the point of beginning.

Precinct 38

Beginning at a point located at the intersection of S. 24th West and King Avenue West, said point also being located at the Southeast corner of Section 12, Township 1 South, Range 25 East; thence west along the section line the Southwest corner of said Section 12; thence south along the section line of Section 14, Township 1 South, Range 25 East, to the Southeast corner of Golden Meadows Subdivision 3rd Filing; thence west along the South boundary to the Southwest corner of said Golden Meadows Subdivision, also being the Southeast corner of Parcel 5D, Certificate Of Survey 1349; thence west along the South boundary to the Southwest corner of said Parcel 5D; thence north along the West boundary to the Northwest corner of said Parcel 5D, also being a point along King Avenue West; thence east along King Avenue West to the intersection with South 36th Street West; thence north along South 36th Street West to the intersection with Granger Avenue West; thence easterly along Granger Avenue West to the intersection with Wheatstone Drive South; thence northerly along Wheatstone Drive South to the intersection with Canyon Drive; thence east along Canyon Drive to the intersection with South 23rd Street West; thence north along South 23rd Street West to the intersection with Monad Road; thence east along Monad Road to the intersection with Billings Bench Water Association Canal; thence north along said Billings Bench Water Association Canal to the intersection with Central Avenue; thence east along Central Avenue to the intersection with Stewart Park Road; thence south along Stewart Park Road to the intersection with Mall Drive; thence following multiple courses southeasterly to the intersection with South 24th Street West; thence south along South 24th Street West to the point of beginning.

Precinct 39

Beginning at a point located at the intersection of Rimrock Road and 46th Street West, also being located at the Northwest corner of Section 33, Township 1 North, Range 25 East; thence east along Rimrock Road to the intersection with Shiloh Road; thence south along Shiloh Road to the intersection with Grand Avenue; thence west along Grand Avenue to the intersection with Big Ditch; thence north along Big Ditch to the a point on the South boundary of Lot Park, Block 8, River Rock Estates (12), Section 32, Township 1 North, Range 25 East; thence west along the South boundary to the Southwest corner of said Lot Park; thence north along the West boundary to the Northwest corner of said Lot Park, also being the Southwest corner of Lot 8A, Block 8, River Rock Estates (12), Section 32, Township 1 North, Range 25 East; thence north along the West boundary to the Northwest corner of Lot 1, Block 5, of said River Rock Estates (12); thence following multiple courses easterly along the North boundary of said River Rock Estates (12) to a point on 46th Street West; thence north along 46th Street West to the point of beginning.

Precinct 40

Beginning at a point located at the intersection of 32nd Street West, Central Avenue, and South 32nd Street West, also being located at the Southwest corner of Section 2, Township 1 South, Range 25 East; thence south along South 32nd Street West to the intersection with Canyon Drive; thence west along Canyon Drive to the intersection with Wheatstone Drive South; thence southerly along Wheatstone Drive South to the intersection with Granger Avenue West; thence westerly along Grange Avenue West to the intersection with South 36th Street West; thence north along South 36th Street West to the intersection with Monad Road; thence west along Monad Road to the intersection with South Shiloh Road; thence north along South Shiloh Road to the intersection with Central Avenue and Shiloh Road; thence continuing north along Shiloh Road to the intersection with Broadwater Avenue; thence east along

Broadwater Avenue to the intersection with 32nd Street West; thence south along 32nd Street West to the point of beginning.

Precinct 41

Beginning at a point located at the intersection of Central Avenue and South Shiloh Road, also being located at the Northeast corner of Section 10, Township 1 South, Range 25 East; thence south along South Shiloh Road to the intersection with Monad Road; thence east along Monad Road to the intersection with South 36th Street West; thence south along South 36th Street West to the intersection with King Avenue West; thence west along King Avenue West to the intersection with South 48th Street West; thence north along South 48th Street West to the intersection with Central Avenue; thence east along Central Avenue to the point of beginning.

Precinct 42

Beginning at a point located at the intersection of Grand Avenue and Shiloh Road, also being located at the Northeast corner of Section 3, Township 1 South, Range 25 East; thence south along Shiloh Road to the intersection with Central Avenue; thence west along Central Avenue to the intersection with South 48th Street West; thence south along South 48th Street West to the intersection with King Avenue West; thence west along King Avenue West to the intersection with South 58th Street West; thence north along South 58th Street West to the intersection with Central Avenue and 58th Street West; thence continue north along 58th Street West to the intersection with Grand Avenue; thence east along Grand Avenue to the point of beginning.

Precinct 43

Beginning at a point located at the intersection of Poly Drive and Wingate Lane, also being located in the Northwest quarter of Section 35, Township 1 North, Range 25 East; thence south along Wingate Lane to the intersection with Colton Boulevard; thence east along Colton Boulevard to the intersection with 17th Street West; thence south along 17th Street West to the intersection with the Billings Bench Water Association Canal; thence following multiple courses southwesterly along the Billings Bench Water Association Canal to the intersection with Grand Avenue; thence west along Grand Avenue to the intersection with 32nd Street West; thence north along 32nd Street West to the intersection with Poly Drive; thence east along Poly Drive to the point of beginning.

Precinct 44

Beginning at a point located at the intersection of Poly Drive and 32nd Street West, also being located at the Northeast quarter of Section 34, Township 1 North, Range 25 East; thence south along 32nd Street West to the intersection with Grand Avenue; thence west along Grand Avenue to the intersection with Shiloh Road; thence north along Shiloh Road to the intersection with Vickery Drive; thence east along Vickery Drive to the intersection with Mission Way; thence northerly along Mission Way to the intersection with Rimrock Road; thence east along Rimrock Road to the intersection with Treasure Drive; thence south along Treasure Drive to the intersection with Vickery Drive; thence east along Vickery Drive to the intersection with Avalon Road; thence south along Avalon Road to the intersection with Poly Drive; thence east along Poly Drive to the point of beginning.

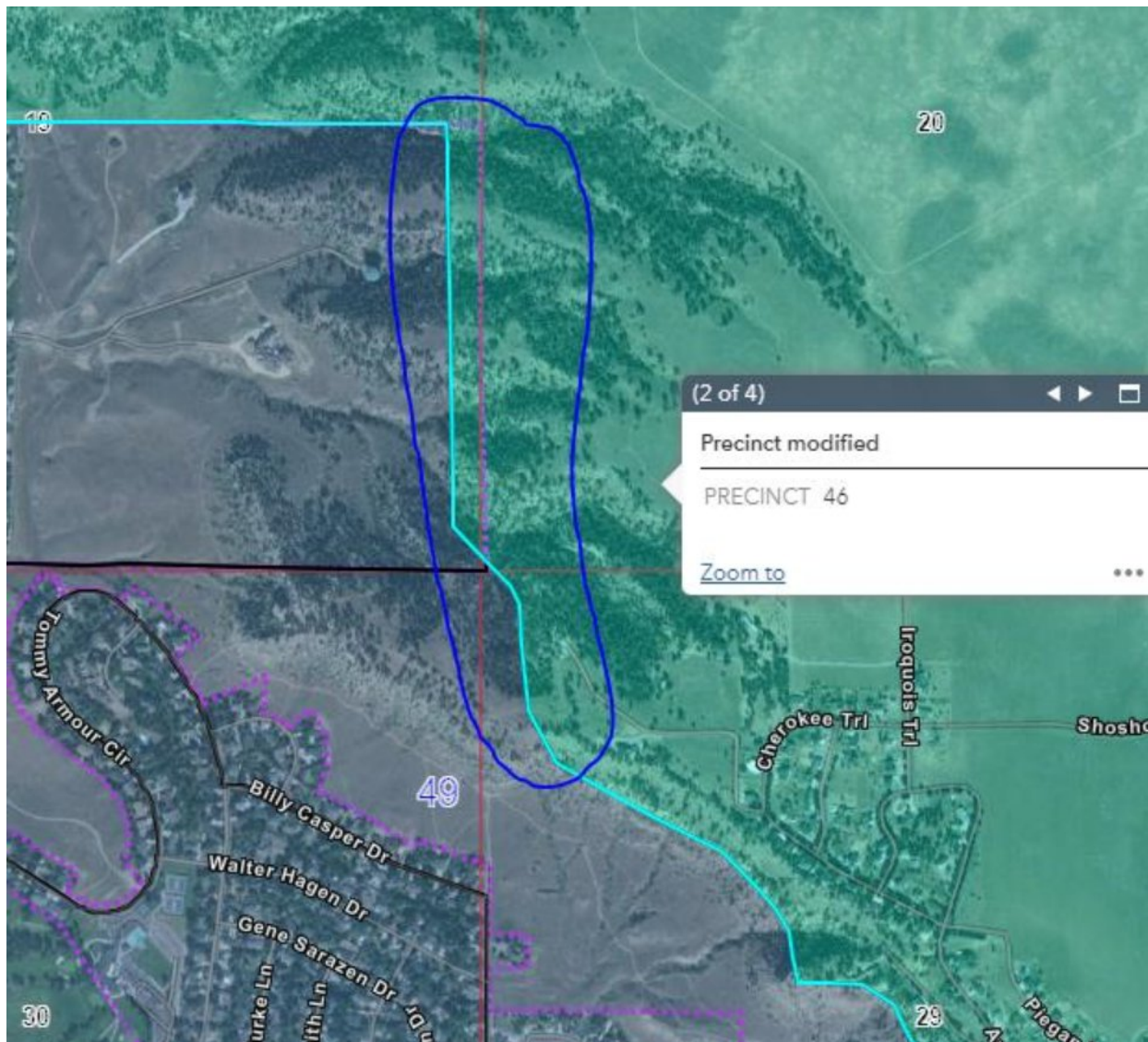
Precinct 45

Beginning at a point located at the intersection of Grand Avenue and 19th Street West; thence south along 19th Street West to the intersection with Custer Avenue; thence west along Custer Avenue to the intersection with Gay Place; thence north along Gay Place to the intersection with Broadwater Avenue; thence west along Broadwater Avenue to the intersection of 24th Street West; thence south along 24th Street West to the intersection of Custer Avenue; thence west along Custer Avenue to the intersection with 28th Street West; thence north along 28th Street West to the intersection with Broadwater Avenue; thence west along Broadwater Avenue to the intersection with Shiloh Road; thence north along Shiloh Road to the intersection with Grand Avenue; thence east along Grand Avenue to the intersection with the Billings Bench Water Association Canal; thence following multiple courses northeasterly along the Billings Bench Water Association Canal to the intersection with 17th Street West; thence south along 17th Street

West to the intersection with Parkhill Drive; thence west along Parkhill Drive to the intersection with 19th Street West; thence south along 19th Street West to the intersection with Avenue D; thence west along Avenue D to the intersection with 21st Street West; thence south along 21st Street West to the intersection with Grand Avenue; thence east along Grand Avenue to the point of beginning.

Precinct 46

Beginning at a point located at the Northwest corner of Section 18, Township 1 North, Range 26 East; thence east along the section line to a point along Alkali Creek Road; thence following multiple courses southeasterly along Alkali Creek Road to the intersection with North Moon Valley Road, also being located in the Southeast quarter of Section 20, Township 1 North, Range 26 East; thence south along North Moon Valley Road to the intersection with Moon Beam Lane; thence southerly along Moon Beam Lane to the intersection with Moon Valley Road; thence east along Moon Valley Road to the intersection with Alkali Creek Road; thence south along Alkali Creek Road to a point on a curve located in the Southwest quarter of Section 28, Township 1 North, Range 26 East; thence leaving Alkali Creek Road south to the North boundary line of Parcel 2A-1, Certificate of Survey #727, Section 28, Township 1 North, Range 26 East; thence east along the North boundary of said Parcel 2A-1 to the intersection with the West boundary of Lot 19, Block 3, Rolle Subdivision, Section 28, Township 1 North, Range 26 East; thence south along the West boundary to the Southwest corner of said Lot 19; thence easterly to a point along the South boundary of said Lot 19; thence south to the North boundary line of Parcel 2, Certificate of Survey #1434, Section 28, Township 1 North, Range 26 East; thence east along the North boundary of said Parcel 2 intersection centerline of the Billings Bench Water Association Canal culvert; thence southerly following the said culvert to the top of Rimrocks; thence westerly along the top of Rimrocks to the intersection of North 27th Street, Airport Road, and US Highway 3; thence westerly along US Highway 3 to Northeast corner of Sky Ranch Condominiums 1 and 2, Section 26, Township 1 North, Range 25 East; thence south along the east boundary of said Sky Ranch Condominiums 1 and 2 to a point along the top of the Rimrocks; thence following multiple courses westerly along the top of Rimrocks to the intersection with the Zimmerman Trail; thence southerly along Zimmerman Trail to the intersection with the top of Rimrocks, also being the boundary line of Billings City Limits; thence following multiple courses westerly along the top of Rimrocks to the west section line of Section 29, Township 1 North, Range 25 East; thence north along the section line to the Northeast corner of Block 1, Price Subdivision (15), Section 19, Township 1 North, Range 25 East; thence west along the North boundary to the Northwest corner of said Block 1, also being the Northeast corner of Ironwood Estates Subdivision, Section 19, Township 1 North, Range 25 East; thence west along the North boundary to the Northwest corner of said Ironwood Estates Subdivision, Section 24, Township 1 North, Range 24 East; thence south along the West boundary of said Ironwood Estates Subdivision to the intersection with Molt Road; thence westerly along Molt Road to the intersection with Burlington Northern Santa Fe Railroad; thence following multiple courses northerly along Burlington Northern Santa Fe Railroad to the intersection of the South Fork Alkali Creek; thence following multiple courses easterly along the South Fork Alkali Creek to the west section line of Section 15, Township 1 North, Range 25 East; thence north along section line to the Northwest corner of said Section 15; thence east along section line to the Northeast corner of said Section 15; thence south along the section line of said Section 15 to the intersection with the South Fork Alkali Creek; thence following multiple courses northerly along the South Fork Alkali Creek to the confluence with North Fork Alkali Creek and Alkali Creek; thence following multiple courses easterly along Alkali Creek to the intersection with Alkali Creek Road; thence easterly along Alkali Creek Road to the intersection with the East section line of Section 12, Township 1 North, Range 25 East; thence south along the section line to the point of beginning.



Precinct 47

Beginning at a point located at the intersection of Poly Drive and Beth Drive, also being located in the Northwest quarter of Section 35, Township 1 North, Range 25 East; thence west along Poly Drive to the intersection with Zimmerman Trail; thence north along Zimmerman Trail to the intersection with the top of the Rimrocks; thence east along the top of Rimrocks to Northeast corner of Lot 1, Block 5, Hi-Acres Subdivision 2nd Filing; thence south along the East boundary of said Lot 1 to the intersection with Granite Avenue and Arvin Road; thence west and south along Granite Avenue to the intersection with Teton Avenue; thence west along Teton Avenue to the intersection with Brentwood Lane; thence south along Brentwood Lane to the intersection with Rimrock Road; thence west along Rimrock Road to the intersection with Beth Drive; thence south along Beth Drive to the point of beginning.

Precinct 48

Beginning at a point located at the intersection of Poly Drive and Zimmerman Lane, also being located in the North half of Section 34, Township 1 North, Range 25 East; thence west along Poly Drive to the intersection with Avalon Road; thence north along Avalon Road to the intersection with Vickery Drive; thence west along Vickery Drive to the intersection with Treasure Drive; thence north along Treasure Drive to the intersection with Rimrock Road; thence west along Rimrock Road to the intersection with Mission Way; thence southerly along Mission Way to the

intersection with Vickery Drive; thence west along Vickery Drive to the intersection with Shiloh Road; thence north along Shiloh Road to the intersection with Rimrock Road; thence west along Rimrock Road to the intersection with High Park Drive; thence northerly along High Park Drive to the intersection with Palisades Park Drive; thence east along Palisades Park Drive to the intersection with 46th Street West; thence north along 46th Street West to the intersection with Laredo Place; thence east along Laredo Place to the intersection with Stonewall Lane, also being the Northwest corner of Lot 1 & 30' Adjacent Vacant Street, Block 1, War Bonnet Subdivision, Section 28, Township 1 North, Range 25 East; thence east along the north boundary to the Northeast corner of said Lot 1, also being the Northwest corner of Lot 2A, Block 1, War Bonnet Subdivision; thence south along the west boundary to the Southwest corner of said Lot 2A; thence east along the South boundary to the Southeast corner of said Lot 2A; thence east to War Bonnet Trail; thence continue east along War Bonnet Trail to the Southeast corner of Lot 9A1, Block 3, War Bonnet Subdivision; thence north along the East boundary to the Northeast corner of said Lot 9A1; thence north to the top of Rimrocks; thence following multiple courses easterly along the top of Rimrocks to the Northeast corner of Zimmerman Park, Castlewood Subdivision 1st Filing, Section 27, Township 1 North, Range 25 East; thence south along the East boundary of said Zimmerman Park to Zimmerman Trail; thence south along Zimmerman Trail to the point of beginning.

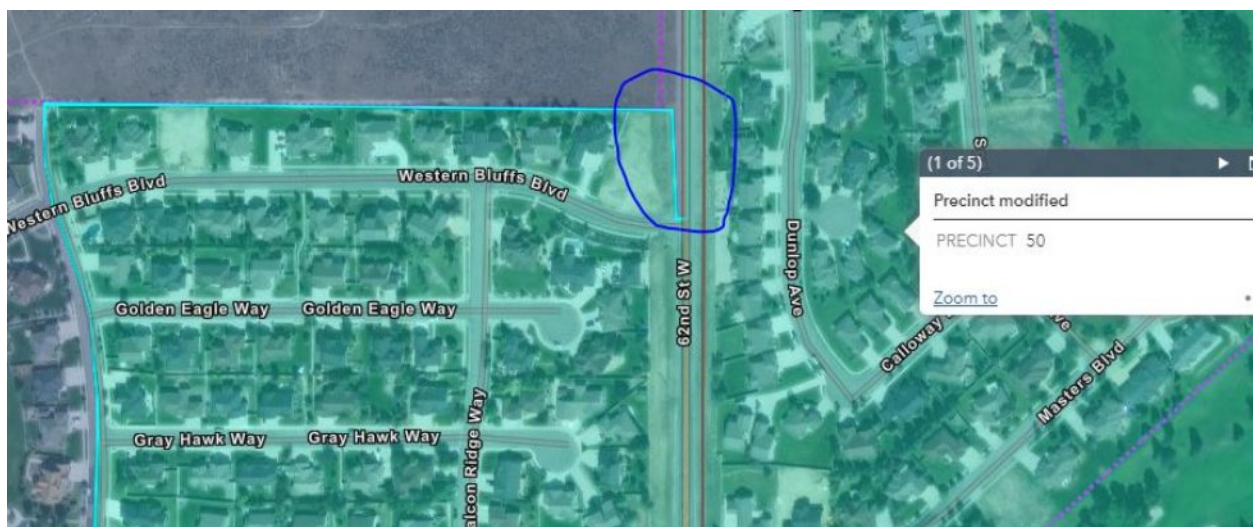
Precinct 49

Beginning at a point located at the intersection of Rimrock Road and 46th Street West, also being located at the Northeast corner of Section 32, Township 1 North, Range 25 East; thence south along 46th Street West to the intersection with the Southeast corner of Lot 1, Block 1, Silver Creek Estates Subdivision, Section 32, Township 1 North, Range 25 East; thence west along the South boundary of Block 1 to the Southwest corner of Lot 11, Block 1 of said Silver Creek Estates Subdivision, also being the Northeast corner of Parcel 2B, Certificate of Survey #3273, Section 32, Township 1 North, Range 25 East; thence south along the East boundary of said Parcel 2B to the intersection with Big Ditch; thence southerly along Big Ditch to the intersection with Grand Avenue; thence west along Grand Avenue to the intersection with 62nd Street West; thence north along 62nd Street West to the intersection with Rimrock Road; thence east along Rimrock Road to the intersection with 54th Street West; thence north along 54th Street West to the intersection with Billy Casper Drive; thence westerly along Billy Casper Drive to the intersection with Ben Hogan Lane; thence following multiple courses northerly along Ben Hogan Lane to the intersection with Harry Cooper Place and Tommy Armour Circle; thence southerly along Tommy Armour Circle to the intersection with Walter Hagen Drive and Sam Snead Trail; thence westerly along Sam Snead Trail to the intersection with Wedgewood Lane; thence southerly along Wedgewood Lane to the intersection 62nd Street West; thence north along 62nd Street West to the Northwest corner of Section 30, Township 1 North, Range 25 East; thence east along the section line to the Northeast corner of said Section 30; thence south along section line to the top of Rimrocks; thence following multiple courses southerly along the top of Rimrocks to the Northeast corner of Lot 9A1, Block 3, War Bonnet Subdivision, Section 28, Township 1 North, Range 25 East; thence south along the East boundary of said Lot 9A1 to War Bonnet Trail; thence west along War Bonnet Trail to the Southeast corner of Lot 2A, Block 1, War Bonnet Subdivision; thence west along the South boundary to the Southwest corner of said Lot 2A; thence north along the West boundary to the Northwest corner of said Lot 2A, also being the Northeast corner of Lot 1 and 30' Adjacent Vacant Street, Block 1, War Bonnet Subdivision; thence west along the North boundary to the Northwest corner of said Lot 1; thence west to Laredo Place; thence west along Laredo Place to the intersection with 46th Street West; thence south along 46th Street West to the intersection with Palisades Park Drive; thence west along Palisades Park Drive to the intersection with High Park Drive; thence southerly along High Park Drive to the intersection with Rimrock Road; thence east along Rimrock Road to the point of beginning.

Precinct 50

Beginning at a point located at the intersection of Rimrock Road and 54th Street West, also being located in the Southeast quarter of Section 30, Township 1 North, Range 25 East; thence west along Rimrock Road to the intersection with Golden Acres Drive; thence following multiple courses northerly along Golden Acres Drive to the intersection with the North boundary of Falcon Ridge Estates Subdivision 1st Filing, Section 25, Township 1 North, Range 24 East; thence east along the north boundary to the intersection with 62nd Street West; thence north along 62nd Street West to the intersection with Molt Road; thence northwesterly along Molt Road to the intersection with

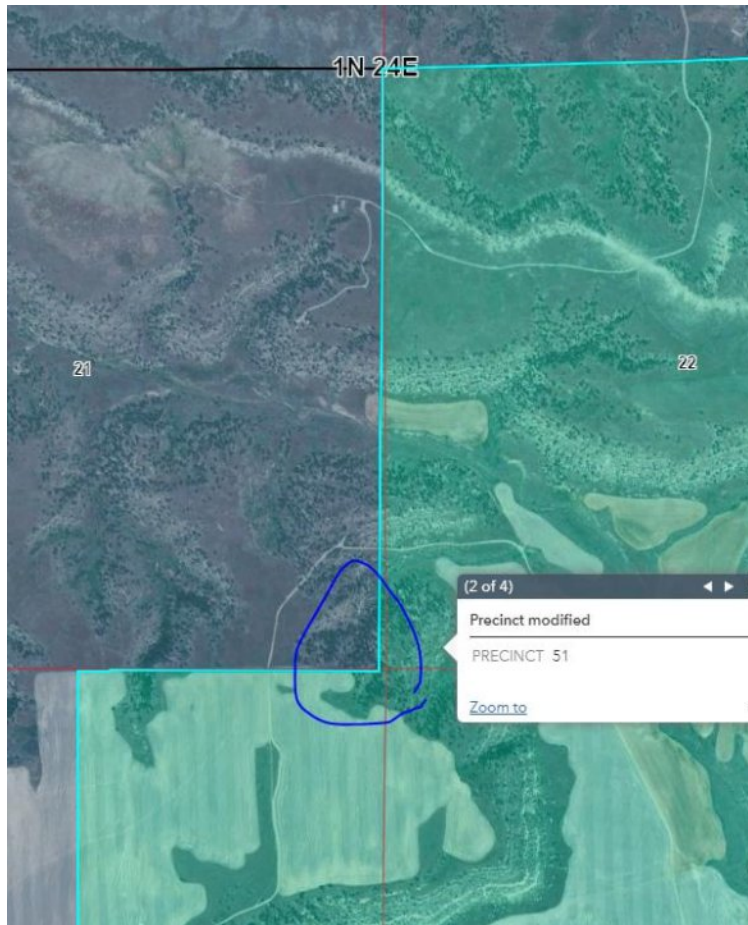
the Western boundary of Ironwood Estates Subdivision, Section 24, Township 1 North, Range 25 East; thence north along the West boundary to the Northwest corner of said Ironwood Estates Subdivision; thence east along the North boundary to the Northeast corner of said Ironwood Estates Subdivision, also being the Northwest corner of Price Subdivision, Section 19, Township 1 North, Range 25 East; thence east along the North boundary to the Northeast corner of said Price Subdivision; thence south along the East boundary to the Southeast corner of said Price Subdivision; thence west along the South boundary to the Southwest corner of said Price Subdivision, also being the Southeast corner of Ironwood Estates Subdivision, Section 19, Township 1 North, Range 25 East; thence west along the South boundary of said Ironwood Estates Subdivision to the intersection with 62nd Street West; thence south along 62nd Street West to the intersection with Wedgewood Lane; thence easterly along Wedgewood Lane to the intersection with Sam Snead Trail; thence following multiple courses easterly along Sam Snead Trail to the intersection with Walter Hagen Drive and Tommy Armour Circle; thence following multiple courses northerly along Tommy Armour Circle to the intersection with Harry Cooper Place and Ben Hogan Lane; thence southerly along Ben Hogan Lane to the intersection with Billy Casper Drive; thence easterly along Billy Casper Drive to the intersection with 54th Street West; thence south along 54th Street West to the point of beginning.



Precinct 51

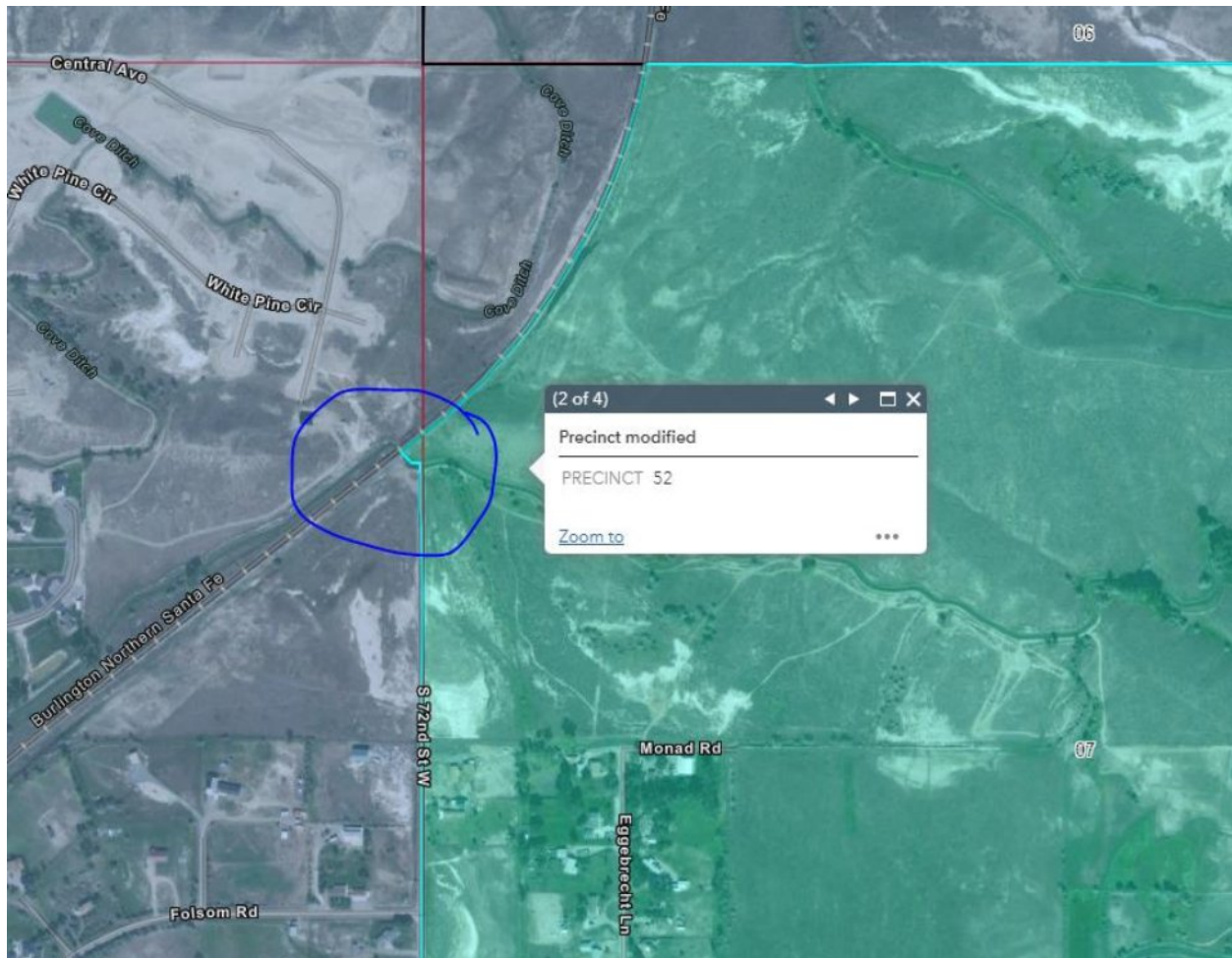
Beginning at a point located at the Northeast corner of Section 23, Township 1 North, Range 24 East; thence south along the section line to the intersection with Cove Creek, located in the Southwest quarter of Section 24, Township 1 North, Range 24 East; thence following multiple courses easterly along Cove Creek to the intersection with Burlington Northern Sante Fe Railroad, thence south along the Burlington Northern Sante Fe Railroad to the intersection with Molt Road; thence southerly along Molt Road to the Southeast corner of Parcel 5, Certificate of Survey #1368, Section 25, Township 1 North, Range 24 East; thence west along the South boundary said Parcel 5, Parcel 4, and Parcel 3 of said Certificate of Survey #1368 to the intersection with Golden Acres Drive; thence following multiple courses southerly along Golden Acres Drive to the intersection with Rimrock Road; thence east along Rimrock Road to the intersection with 62nd Street West; thence south along 62nd Street West to intersection with Grand Avenue; thence east along Grand Avenue to the intersection with 56th Street West; thence south along 56th Street West to the intersection with Central Avenue; thence west along Central Avenue to the intersection with 64th Street West and South 64th Street West, also being the Southwest corner of Section 6, Township 1 South, Range 25 East; thence west along the section line to the Southwest corner of said Section 6; thence north along the section line to the Northwest corner of said Section 6, also being a point along Grand Avenue; thence west along the section line to the Southwest corner of Section 35, Township 1 North, Range 24 East; thence north along section lines to the East quarter corner of Section 27, Township 1 North, Range 24 East; thence west along mid-section lines to the Center quarter corner of Section 28, Township 1 North, Range 24 East; thence north along mid-section line to the North quarter corner of said Section 28; thence east along section line to the Northeast corner of said Section 28;

thence north along section line to the Northwest corner of Section 22, Township 1 North, Range 24 East; thence east along section lines to the point of beginning.



Precinct 52

Beginning at a point located at the intersection of King Avenue West and South Shiloh Road, also being located at the Northeast corner of Section 15, Township 1 South, Range 25 East; thence south along South Shiloh Road to the intersection with Summer Lane; thence west along Summer Lane to the Center quarter corner of Section 22, Township 1 South, Range 25 East; thence west along the mid-section lines to the Center quarter corner of Section 21, Township 1 South, Range 25 East; thence south along mid-section line to the South quarter corner of said Section 21, also being a point along Neibauer Road; thence west along Neibauer Road to the intersection with South 56th Street West; thence south along South 56th Street West to the East quarter corner of Section 29, Township 1 South, Range 25 East; thence west along mid-section line to the West quarter corner of said Section 29, also being a point along South 64th Street West; thence north along South 64th Street West to the intersection with Odonnell Lane; thence west along Odonnell Lane to the intersection with South 72nd Street West; thence north along South 72nd Street West to the intersection with Burlington Northern Santa Fe Railroad; thence northerly along Burlington Northern Santa Fe Railroad to the intersection with North section line of Section 7, Township 1 South, Range 25 East; thence east along section line to the Northeast corner of said Section 7, also being a point at the intersection of South 64th Street West, 64th Street West, and Central Avenue; thence east along Central Avenue to the intersection with South 56th Street West and 56th Street West, thence south along South 56th Street West to the intersection with King Avenue West; thence east along King Avenue to the point of beginning.



Precinct 53

Beginning at a point located at the Northeast corner of Section 21, Township 1 North, Range 24 East; thence south along section line to the Southeast corner of said Section 21; thence west along section line to the South quarter corner of said Section 21; thence south along mid-section line to the Center quarter corner of Section 28, Township 1 North, Range 24 East; thence east along mid-section lines to the East quarter corner of Section 27, Township 1 North, Range 24 East; thence south along section lines to the Southeast corner of Section 34, Township 1 North, Range 24 East; thence east along Township line to the Northeast corner of Section 1, Township 1 South, Range 24 East; thence south along section to the Southeast corner of said Section 1; thence east along section line to the intersection with Burlington Northern Santa Fe Railroad; thence southerly along Burlington Northern Santa Fe Railroad to the intersection with east section line of Section 12, Township 1 South, Range 24 East; thence south along section lines to the East quarter corner of Section 13, Township 1 South, Range 24 East, also being the intersection of Odonnell Lane and South 72nd Street; thence east along Odonnell Lane to the intersection with Odonnell Lane and South 64th Street West; thence south along South 64th Street West to the intersection with Danford Road; thence west along Danford Road to the intersection with South 68th Street West, also being South quarter corner of Section 30, Township 1 South, Range 25 East; thence north along mid-section line to the Center quarter corner of said Section 30; thence west along mid-section lines to the Center quarter corner of Section 25, Township 1 South, Range 24 East; thence north along mid-section lines to the Center quarter corner of Section 24, Township 1 South, Range 24 East; thence west along mid-section lines to the West quarter corner of Section 23, Township 1 South, Range 24 East; thence north along section line to the Northwest corner of said Section 23; thence west along section lines to the Southwest corner of Section 17, Township 1 South, Range 24 East, also being a point on Buffalo Trail Road; thence following multiple courses northerly along Buffalo Trail Road to the intersection with

North Fork Canyon Creek, located in the Northwest quarter of Section 6, Township 1 South, Range 24 East; thence northerly along North Fork Canyon Creek to the intersection with an unnamed creek located in the Southeast quarter of Section 35, Township 1 North, Range 23 East; thence following multiple courses northerly along the unnamed creek to the North section line of Section 24, Township 1 North, Range 23 East; thence east along section lines to the point of beginning.

Precinct 54

Beginning at a point located at the intersection of Summer Lane and South Shiloh Road, also being located at the East section line of Section 22, Township 1 South, Range 25 East; thence south along section lines to the West quarter corner of Section 26, Township 1 South, Range 25 East; thence east along mid-section line to the Center quarter corner of said Section 26; thence south along mid-section lines to the intersection with the Yellowstone River, located in the North half of Section 35, Township 1 South, Range 25 East; thence following multiple courses southwesterly along the Yellowstone River to the intersection with the West boundary of Lots 1, 7, and Southeast of Northeast of Section 5, Township 2 South, Range 25 East; thence north along said West boundary to the North section line of said Section 5; thence west along section line to the Southwest corner of Section 32, Township 1 South, Range 25 East; thence north along section lines to the West quarter corner of Section 29, Township 1 South, Range 25 East; thence east along mid-section line to the East quarter corner of said Section 29; thence north along section line to the Northwest corner of Section 28, Township 1 South, Range 25 East; thence east along section line to the North quarter corner of said Section 28; thence north along mid-section line to the Center quarter corner of Section 21, Township 1 South, Range 25 East; thence east along mid-section lines to the point of beginning.

Precinct 55

Beginning at a point located at the Northeast corner of Section 22, Township 1 South, Range 24 East; thence south along section line to the East quarter corner of said Section 22; thence east along the mid-section line to the Center quarter corner of Section 24, Township 1 South, Range 24 East; thence south along the mid-section line to the Center quarter corner of Section 25, Township 1 South, Range 24 East; thence east along the mid-section line to the Center quarter corner of Section 30, Township 1 South, Range 25 East; thence south along the mid-section line to the South quarter corner of said Section 30; thence east along section line to the Northeast corner of Section 31, Township 1 South, Range 25 East; thence south along section line to the Southeast corner of said Section 31; thence east along section line to the intersection with Montana Rail Link Railroad, located in the Northwest quarter of Section 5, Township 2 South, Range 25 East; thence following multiple courses southwesterly along Montana Rail Link Railroad to the intersection with East Main Street, located in the Southwest quarter of Section 1, Township 2 South, Range 24 East; thence westerly along East Main Street to the intersection with a major ditch culvert crossing, located in the Northeast quarter of Section 11, Township 2 South, Range 24 East; thence west along the ditch to the intersection with Northeast corner of the Village Subdivision, in said Section 11; thence west along the North boundary to the Southeast corner of Lot Park of said Village Subdivision; thence northwesterly along the East boundary of said Lot Park to the South boundary of Parcel 2, Certificate of Survey #975, Section 11, Township 2 South, Range 24 East; thence southwesterly along the South boundary of Said Parcel 2 to the intersection with Yard Office Road; thence southwesterly to the Northeast corner of Lot 1, Block 6, High Point Subdivision, Section 10, Township 2 South, Range 24 East; thence southwesterly along the west boundary of said Lot 1 to the intersection with East Maryland Lane; thence west along East Maryland Lane to the intersection with Fir Avenue; thence south along Fir Avenue to the Southeast corner of Lot Park 2, High Point Subdivision, Section 10, Township 2 South, Range 24 East; thence west along the South boundary of said Lot Park 2 to East Maryland Lane; thence west along East Maryland Lane to the intersection with Alder Avenue, also being the boundary line of Billings City Limits; thence following multiple courses northerly and westerly along the boundary line of Billings City Limits to the intersection of East 12th Street, West 12th Street, and 1st Avenue; thence north along 1st Avenue to intersection with Perso Place, Old Laurel Airport Road, and Buffalo Trail Road; thence following multiple courses northerly along Buffalo Trail Road to the Northwest corner of Section 20, Township 1 South, Range 24 East; thence east along section lines to the point of beginning.

Precinct 56

Beginning at a point located at the intersection of the Yellowstone River and South Billings Boulevard/Blue Creek Road, also being located in the Northwest quarter of Section 21, Township 1 South, Range 26 East; thence following multiple courses southerly along Blue Creek Road to the Northeast corner of Parcel 57A, Certificate of Survey 2165, Section 28, Township 1 South, Range 26 East; thence following multiple courses west, south, and east to the Southeast corner of said Parcel 57A to Blue Creek Road; thence following multiple courses southerly along Blue Creek Road to the intersection with Bender Road; thence following multiple courses easterly along Bender Road to the intersection with the East section line of Section 12, Township 2 South, Range 26 East; thence south along section lines to the East quarter corner of Section 24, Township 2 South, Range 26 East, also being along the West boundary line of Crow Indian Reservation; thence following multiple courses southwesterly along said boundary line of Crow Indian Reservation to the South quarter corner of Section 17, Township 3 South, Range 26 East; thence west along the section lines to the Southwest corner of Section 16, Township 3 South, Range 25 East; thence north along section lines to the Southeast corner of Section 20, Township 2 South, Range 25 East; thence west along the section line to the South quarter corner of said Section 20; thence north along the mid-section line to the Center quarter corner of Section 17, Township 2 South, Range 25 East; thence west along the mid-section line to the Center-West 1/16th corner of said Section 17; thence north along the West 1/16th to the West 1/16th corner of said Section 17; thence west along the section line to the Southwest corner of Parcel 2A, Certificate of Survey #2740, Section 8, Township 2 South, Range 25 East; thence following multiple courses along the West boundary of said Parcel 2A to the Northwest corner of said Parcel 2A, also being the North section line of said Section 8; thence east along the section to the Northeast corner of said Section 8; thence south along the section line to the West quarter corner of Section 9, Township 2 South, Range 25 East, also being the Southwest corner of Parcel A1, Certificate of Survey #1906, Section 9, Township 2 South, Range 25 East; thence following multiple courses along said Parcel A1 to the Northeast corner of said Parcel A1, also being the Southwest corner of Parcel 1, Certificate of Survey #2951, Section 9, Township 2 South, Range 25 East; thence north along the East boundary to the Northwest corner of said Parcel 1, also being the Southwest corner of Parcel 5, Certificate of Survey #1169, Section 4, Township 2 South, Range 25 East; thence north along the West boundary of said Parcel 5, 6, and 1 of Certificate of Survey #1169 to the Yellowstone River; thence following multiple courses easterly along the Yellowstone River to the point of beginning.

Precinct 57

Beginning at a point located at the intersection of Old Highway US 10 and North Hart Road, also being located at the Southeast corner of Section 11, Township 2 South, Range 23 East; thence north along North Hart Road to a point along said road and north of an two-track agricultural road; thence following multiple courses through agricultural fields easterly to a point along the private driveway for property address 610 27th Avenue West east of an agricultural barn, all being within the North half of Section 12, Township 2 South, Range 23 East; thence east along said private driveway to the intersection with 27th Avenue West; thence south along 27th Avenue West to the intersection with Big Ditch canal, located in the Southwest quarter of Section 7, Township 2 South, Range 24 East; thence following multiple courses easterly along Big Ditch canal to the intersection with Golf Course Road; thence north along Golf Course Road to the intersection with Northwest Maryland Road, thence east along Northwest Maryland Road to the Northwest corner of Parcel 8, Block 1, Certificate of Survey #1262, Section 8, Township 2 South, Range 24 East, also being the Southwest corner of Parcel 1, Certificate of Survey #3043 ; thence following multiple courses easterly through said Parcel 1 to the Southeast corner of said Parcel 1, also being the Northwest corner of Parcel 3, Block 1, of Certificate of Survey #1262, Section 8, Township 2 South, Range 24 East, also being the South boundary line of City of Laurel; thence following multiple courses southerly and easterly along the South boundary line of City of Laurel to the Southwest corner of Parcel 1A3, Certificate of Survey #975, Section 11, Township 2 South, Range 24 East; thence following multiple courses northerly along the West boundary line of said Parcel 1A3 to a point common to the Northeast corner of Lot 1, Block 1, Village Subdivision, Section 11, Township 2 South, Range 24 East, also being near a ditch; thence easterly along said ditch to the intersection with East Main Street; thence following multiple courses easterly along said East Main Street to the intersection with Montana Rail Link Railroad, located in the Southwest quarter of Section 1, Township 2 South, Range 24 East; thence following multiple courses

northeasterly along Montana Rail Link Railroad to the intersection with the North section line of Section 5, Township 2 South, Range 25 East; thence east along the North line of said Section 5 to the Northeast corner of the Southwest of Northeast, Lots 2 and 6, of Section 5, Township 2 South, Range 25 East; thence south along the East boundary line of said Northeast corner of the Southwest of Northeast, Lots 2 and 6 to the Yellowstone River; thence following multiple courses easterly along the Yellowstone River to the Northeast corner Parcel 1, Certificate of Survey #3033, Section 4, Township 2 South, Range 25 East; thence south along the East boundary to the Southeast corner of said Parcel 1, also being the Northeast corner of Parcel 1, Certificate of Survey #2342, Section 4, Township 2 South, Range 25 East; thence south along the East boundary of said Parcel 1, Certificate of Survey #2342 to the North boundary of Parcel A1, Certificate of Survey #1906, Section 9, Township 2 South, Range 25 East; thence following multiple courses clockwise around the boundary of said Parcel A1 to the Northwest corner of said Parcel A1, also being the Northeast corner of Section 8, Township 2 South, Range 25 East; thence west along the section line of said Section 8 to the Northwest corner of Parcel 2A, Certificate of Survey #2740; thence following multiple courses southerly along the west boundary of said Parcel 2A to the West 1/16th corner of Section 17, Township 2 South, Range 25 East; thence south along the West 1/16th line to the Center-West 1/16th corner of said Section 17; thence east along the mid-section line to the Center quarter of said Section 17; thence south along the mid-section lines to the South quarter of said Section 20, Township 2 South, Range 25 East; thence east along the section line to the Southeast corner of said Section 20; thence south along section lines to the Southeast corner of Section 17, Township 3 South, Range 25 East; thence east along section lines to the North quarter corner of Section 20, Township 3 South, Range 26 East, also being along the West boundary line of the Crow Indian Reservation; thence following multiple courses southwesterly along said West boundary line of the Crow Indian Reservation to the intersection with the South section line of Section 21, Township 4 South, Range 25 East, also being the boundary line of Yellowstone County; thence following multiple course northwesterly along said boundary line of Yellowstone County to the intersection with Old Highway US 10, located in the West half of Section 15, Township 2 South, Range 23 East; thence easterly along Old Highway US 10 to the point of beginning.



Precinct 58

Beginning at a point located at the intersection of 1st Avenue, West 12th Street, and East 12th Street, located at the North quarter corner of Section 9, Township 2 South, Range 24 East, also being the along the North boundary line of City of Laurel; thence following multiple courses easterly along the boundary line of City of Laurel to the intersection of East Maryland Lane and Alder Avenue being in the Northeast quarter of said Section 9; thence east along East Maryland Lane to the Southwest corner of Lot Park (2), High Point Subdivision, Section 10, Township 2 South, Range 24 East; thence east along the South boundary of said Lot Park (2) to a point along Fir Avenue; thence northerly along Fir Avenue to the intersection with East Maryland Lane; thence easterly along East Maryland Lane to the Southwest corner of Lot 1, Block 6, High Point Subdivision, Section 10, Township 2 South, Range 24 East; thence northerly along West boundary of said Lot 1 to a point along Yard Office Road, also being the Southwest corner of Parcel 2, Certificate of Survey # 975, Section 11, Township 2 South, Range 24 East; thence northeasterly along the South boundary of said Parcel 2 to the West corner of Parcel 1A3 of said Certificate of Survey #975;

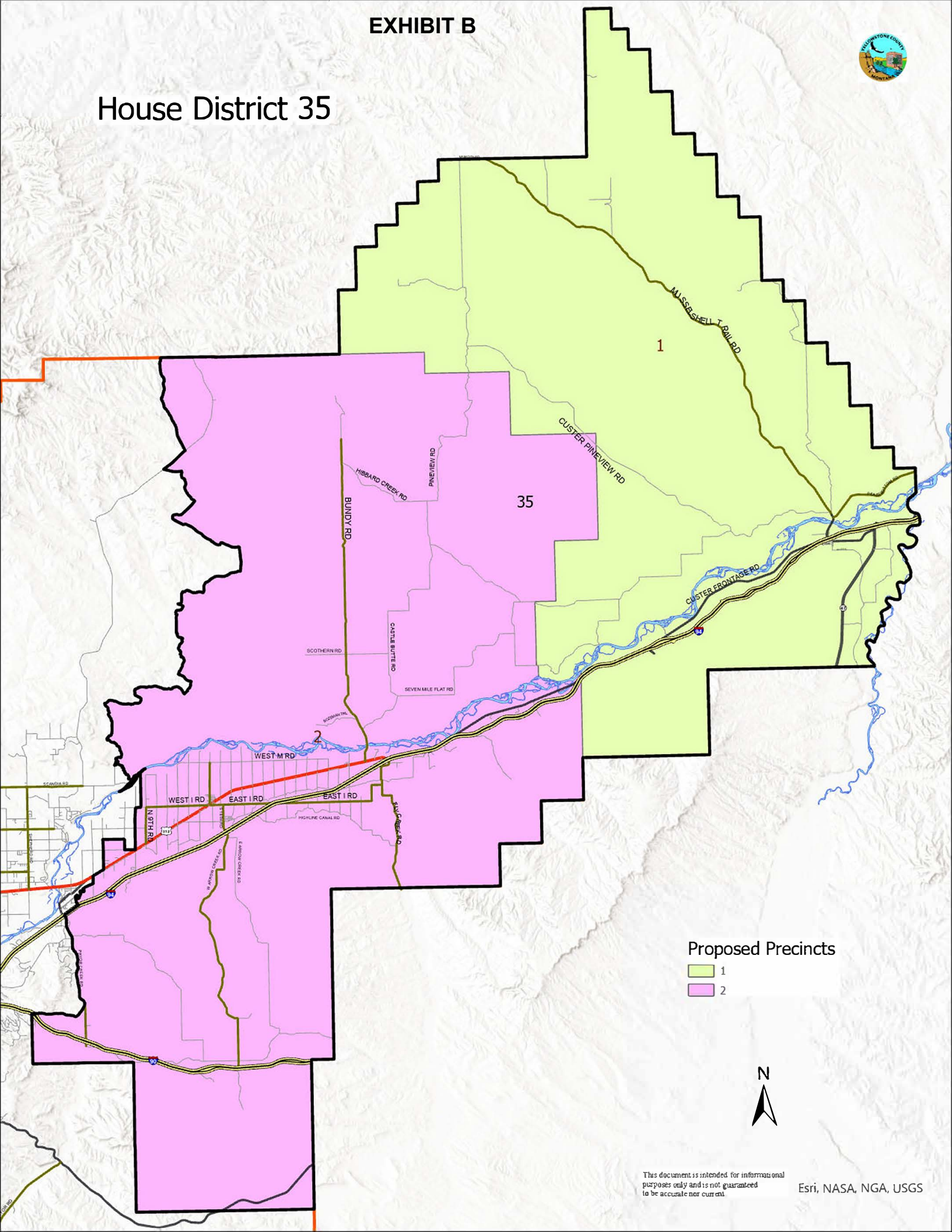
thence southeasterly to a point common with the North boundary line of Village Subdivision, also being the boundary line of City of Laurel; thence following multiple courses clockwise around the boundary line of City of Laurel to the intersection with West 4th Street, located in the Section 8, Township 2 South, Range 24 East; thence east along West 4th Street to the intersection with 8th Avenue; thence south along 8th Avenue to the intersection with West 3rd Street; thence east along West 3rd Street to the intersection with 1st Avenue; thence north along 1st Avenue to the point of beginning.

Precinct 59

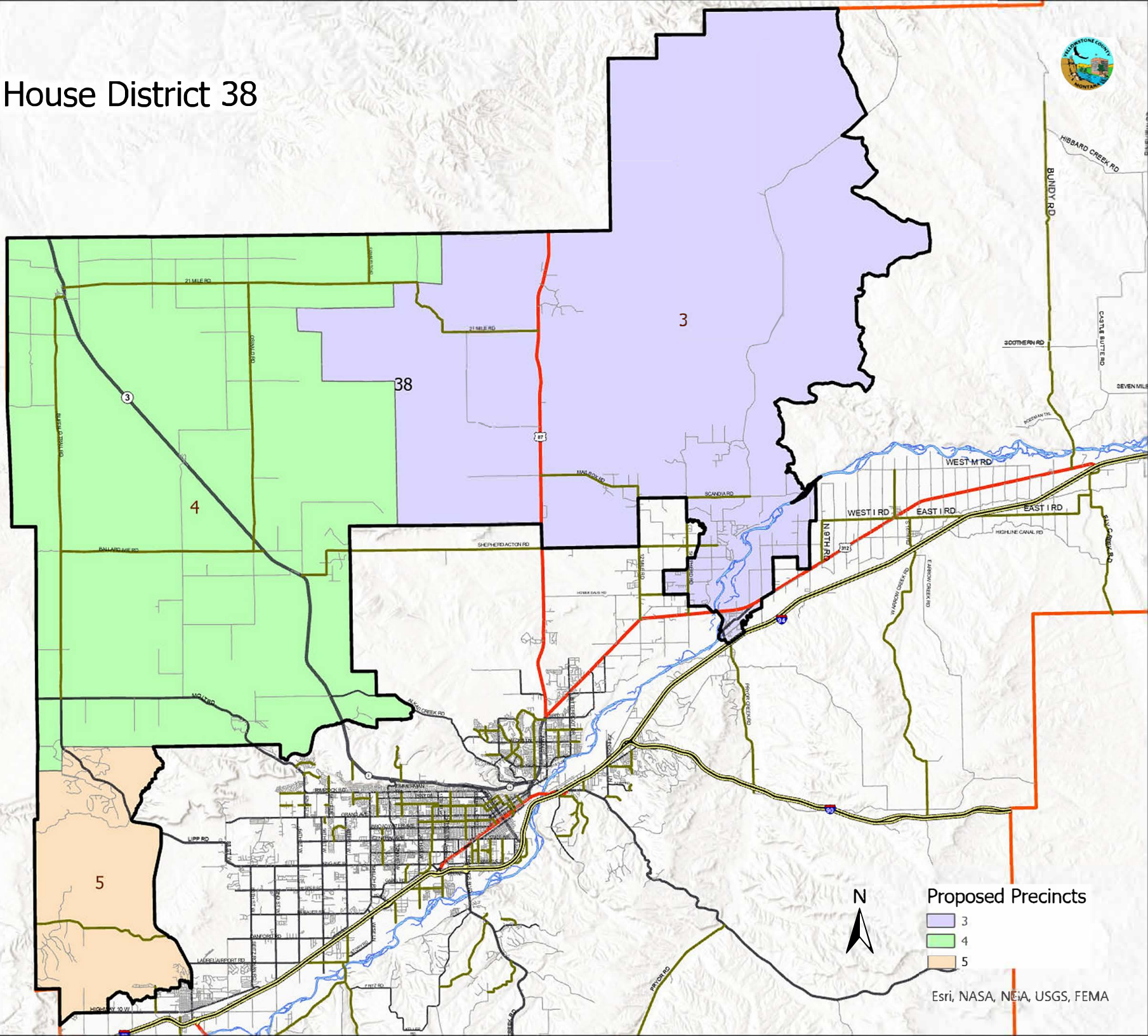
Beginning at a point located at the intersection of 1st Avenue, West 12th Street, and East 12th Street, located at the North quarter corner of Section 9, Township 2 South, Range 24 East; thence south along 1st Avenue to the intersection with West 3rd Street; thence west along West 3rd Street to the intersection with 8th Avenue; thence north along 8th Avenue to the intersection with West 4th Street; thence west along West 4th Street to a point along the boundary line of City of Laurel, located in the Southeast quarter of Section 8, Township 2 South, Range 24 East; thence following multiple courses clockwise along the boundary line of City of Laurel to the Southeast corner of Parcel 1, Certificate of Survey #3043, Section 8, Township 2 South, Range 24 East; thence following multiple course westerly to the Southwest corner of said Parcel 1, also being along Northwest Maryland Lane; thence west along Northwest Maryland Lane to the intersection with Golf Course Road; thence north along Golf Course Road to the intersection with Paynes Place, also being along the boundary line of City of Laurel; thence following multiple course easterly along the boundary line of City of Laurel to the intersection with Big Ditch canal; thence following multiple courses easterly along Big Ditch canal to the intersection with the North section line of Section 8, Township 2 South, Range 24 East; thence east along section line to the intersection with the boundary line of City of Laurel; thence following multiple courses easterly along the boundary line of City of Laurel to the intersection of West 14th Street and 4th Avenue, located in the Southwest quarter of Section 4, Township 2 South, Range 24 East; thence easterly along West 14th Street to the intersection with Valley Drive; thence southerly along Valley Drive to the intersection with West 12th Street; thence east along West 12th Street to the point of beginning.



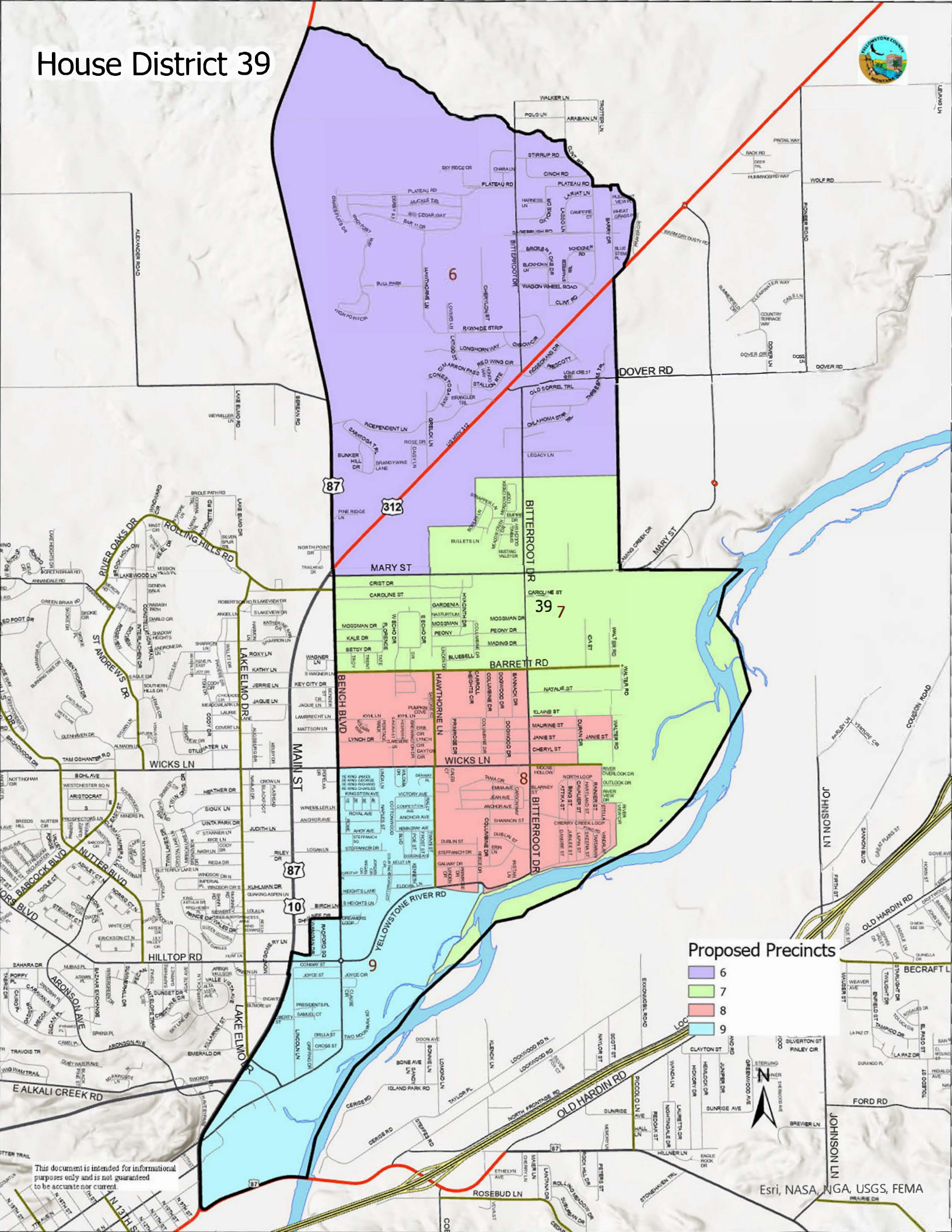
House District 35



House District 38



House District 39



Proposed Precincts

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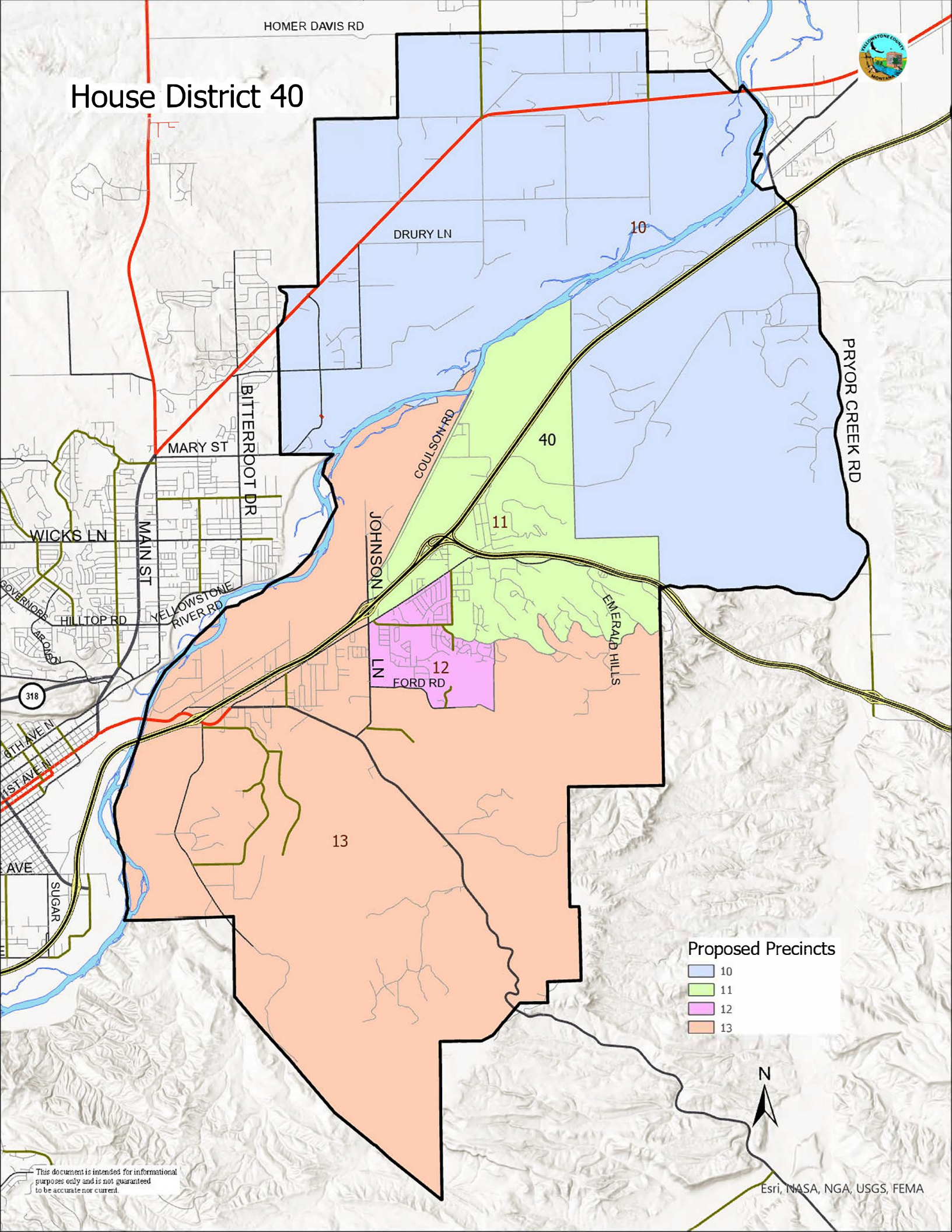
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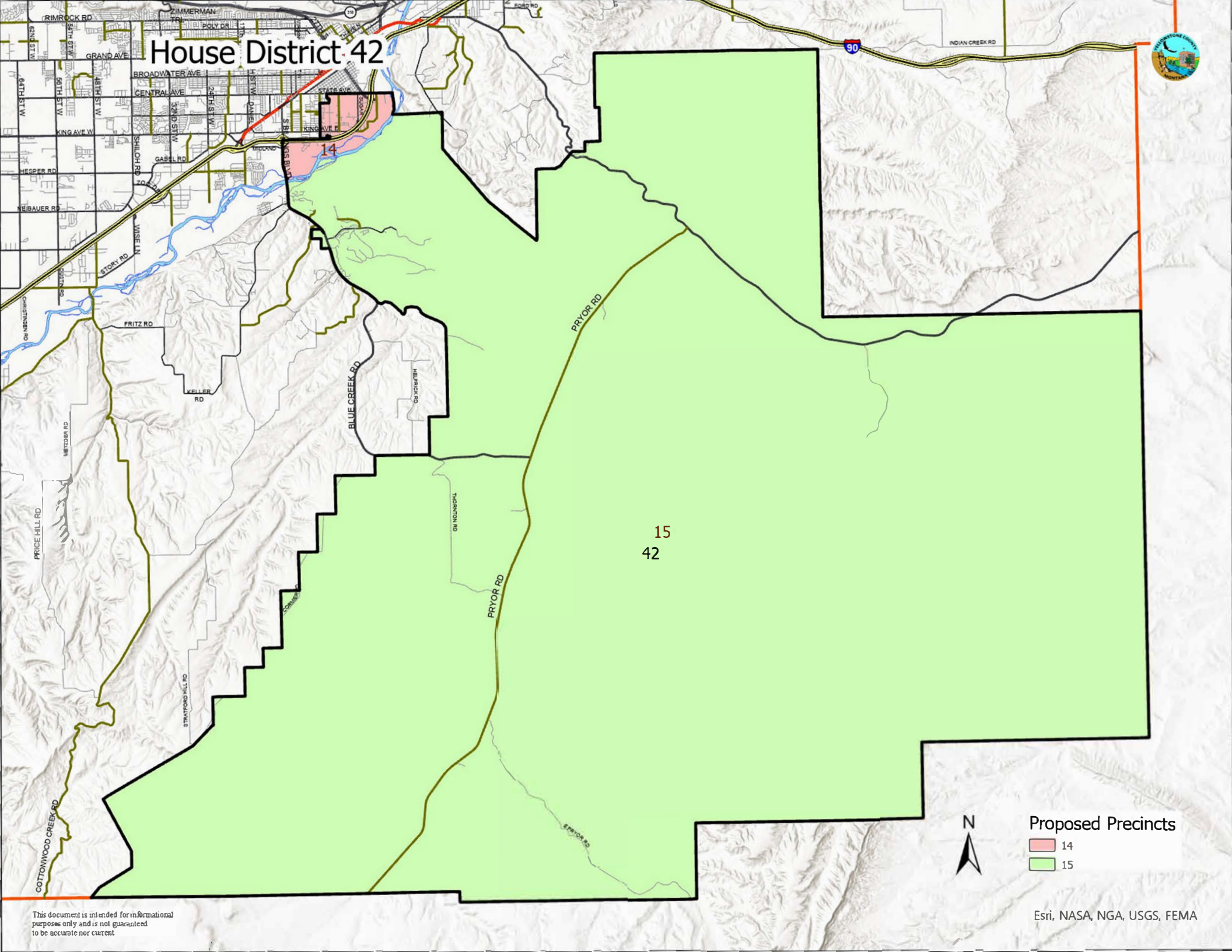
House District 40



Proposed Precincts

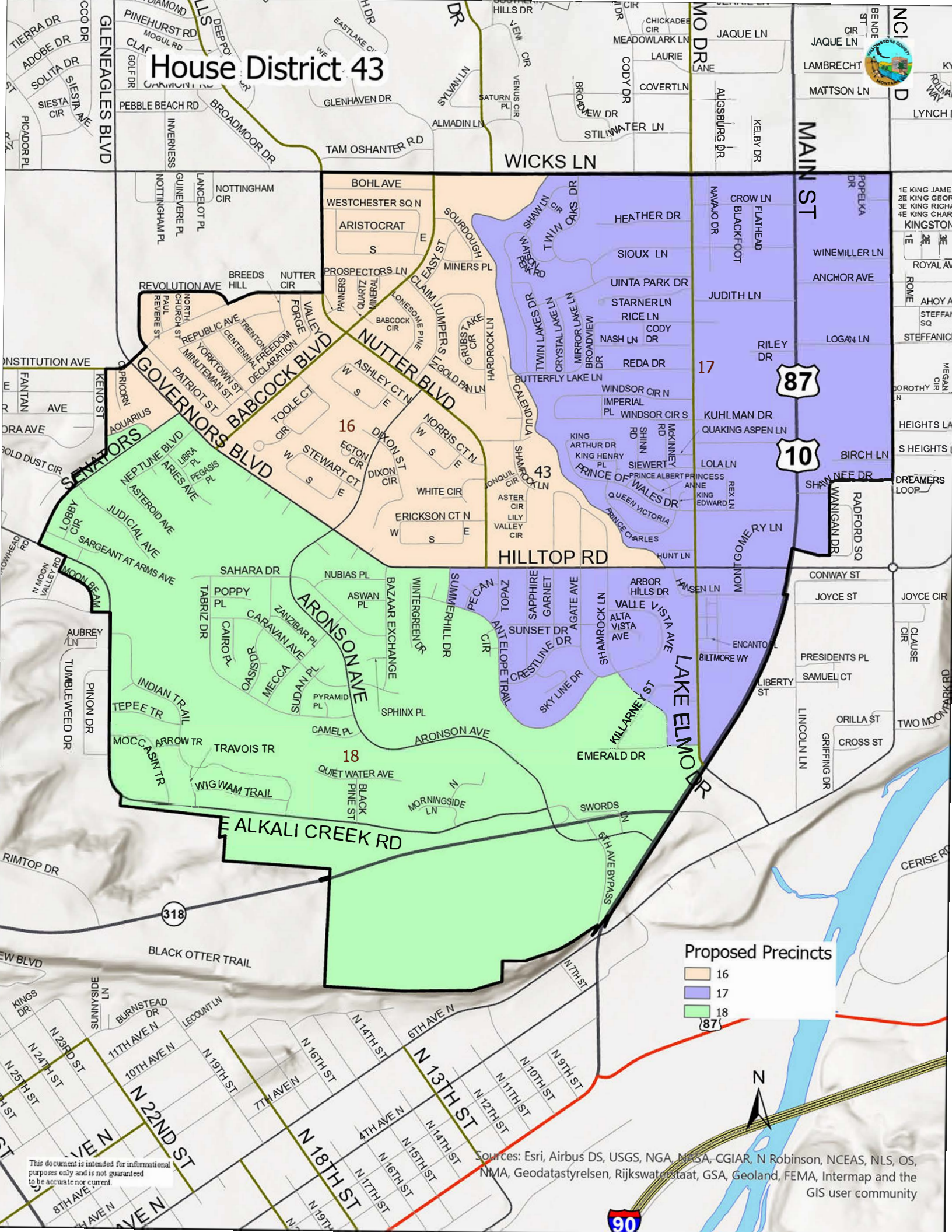
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House District 42



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House District 43



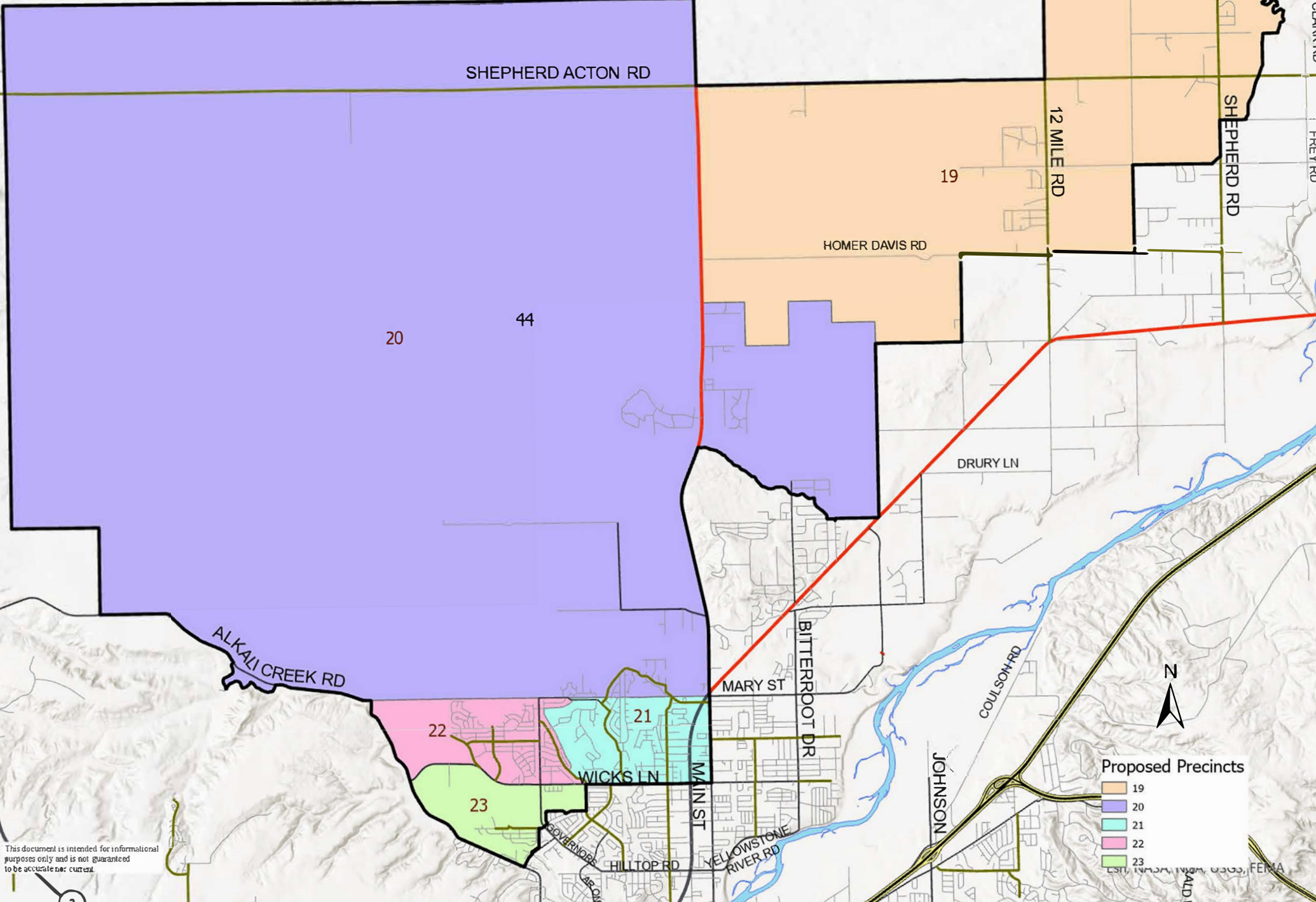
Proposed Precincts

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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

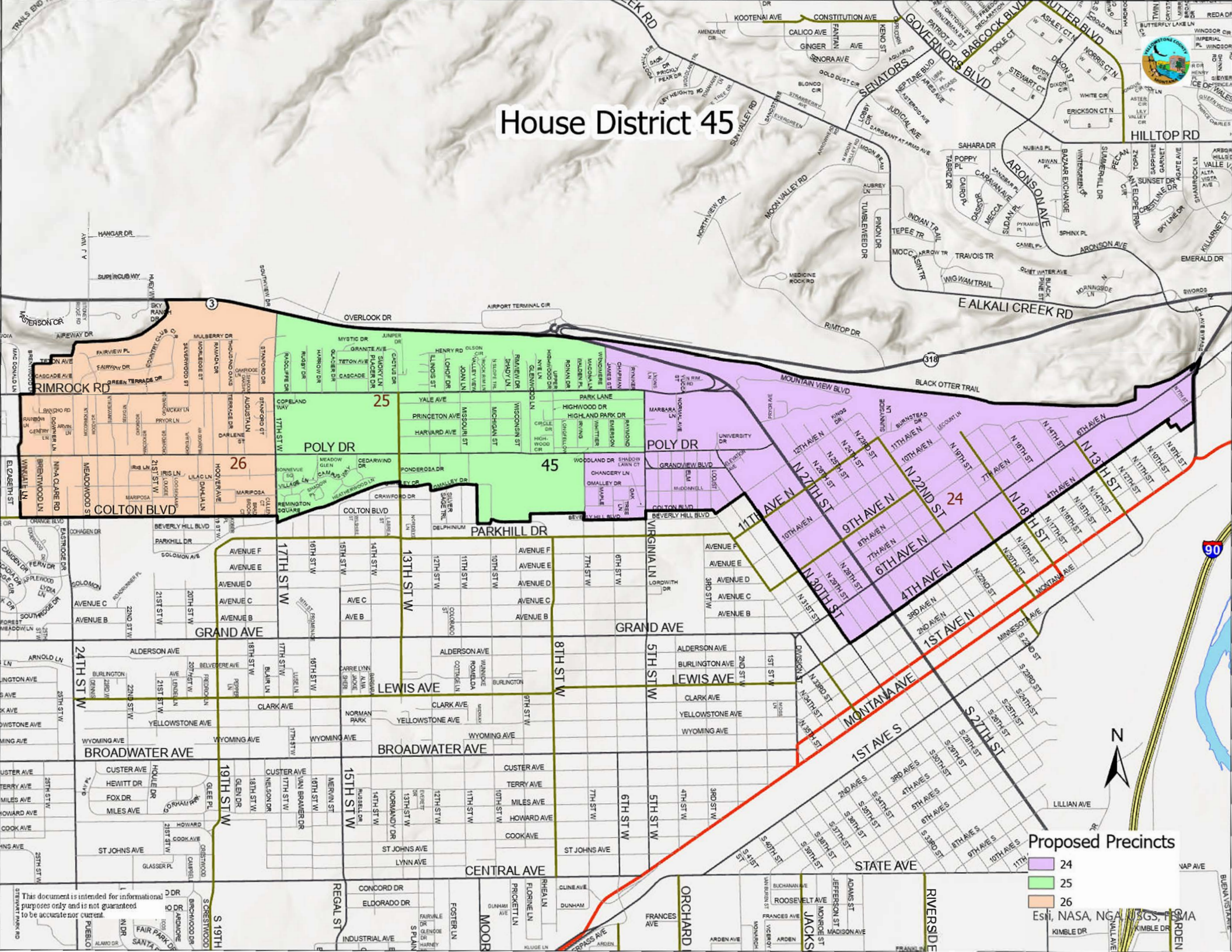
House District 44



- Proposed Precincts
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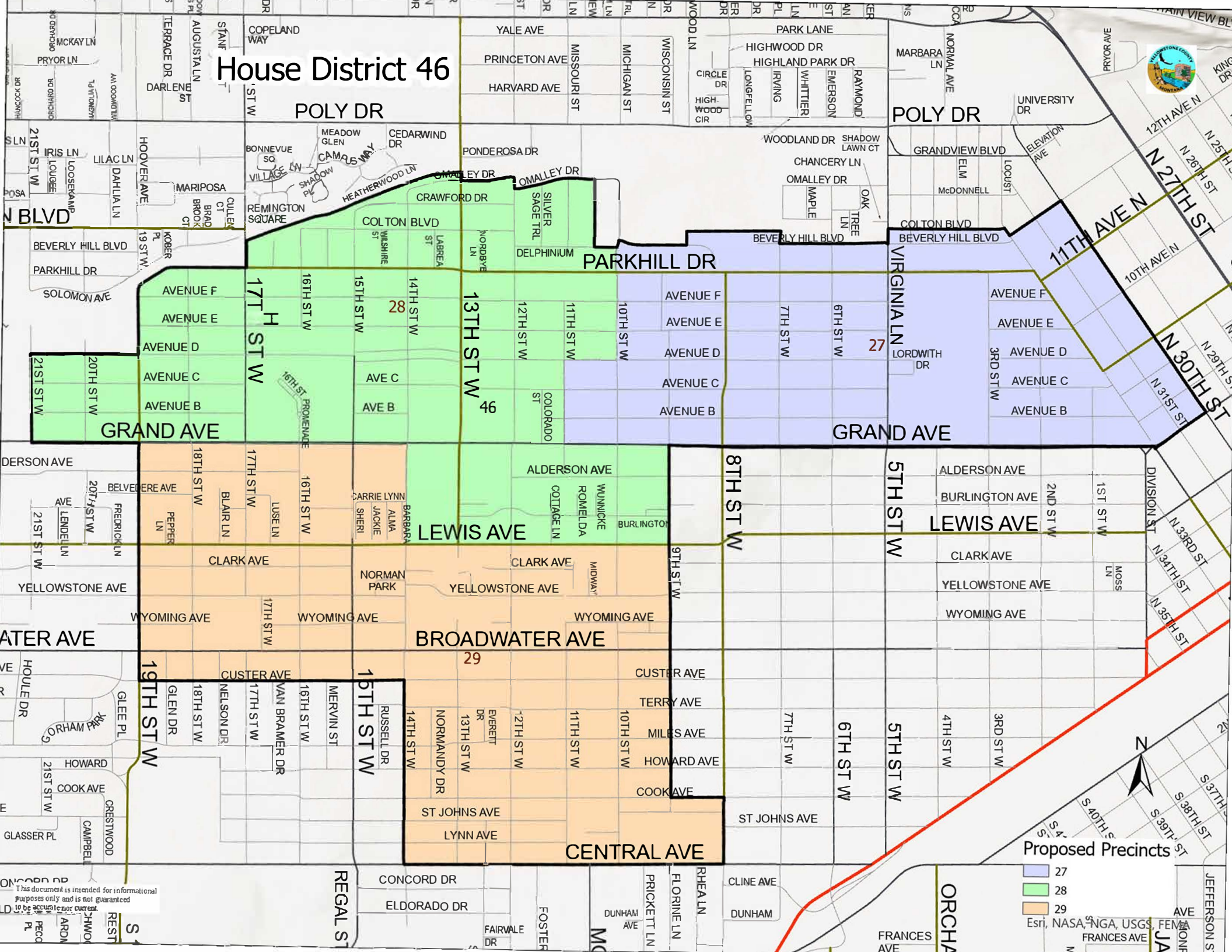
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House District 45



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House District 46

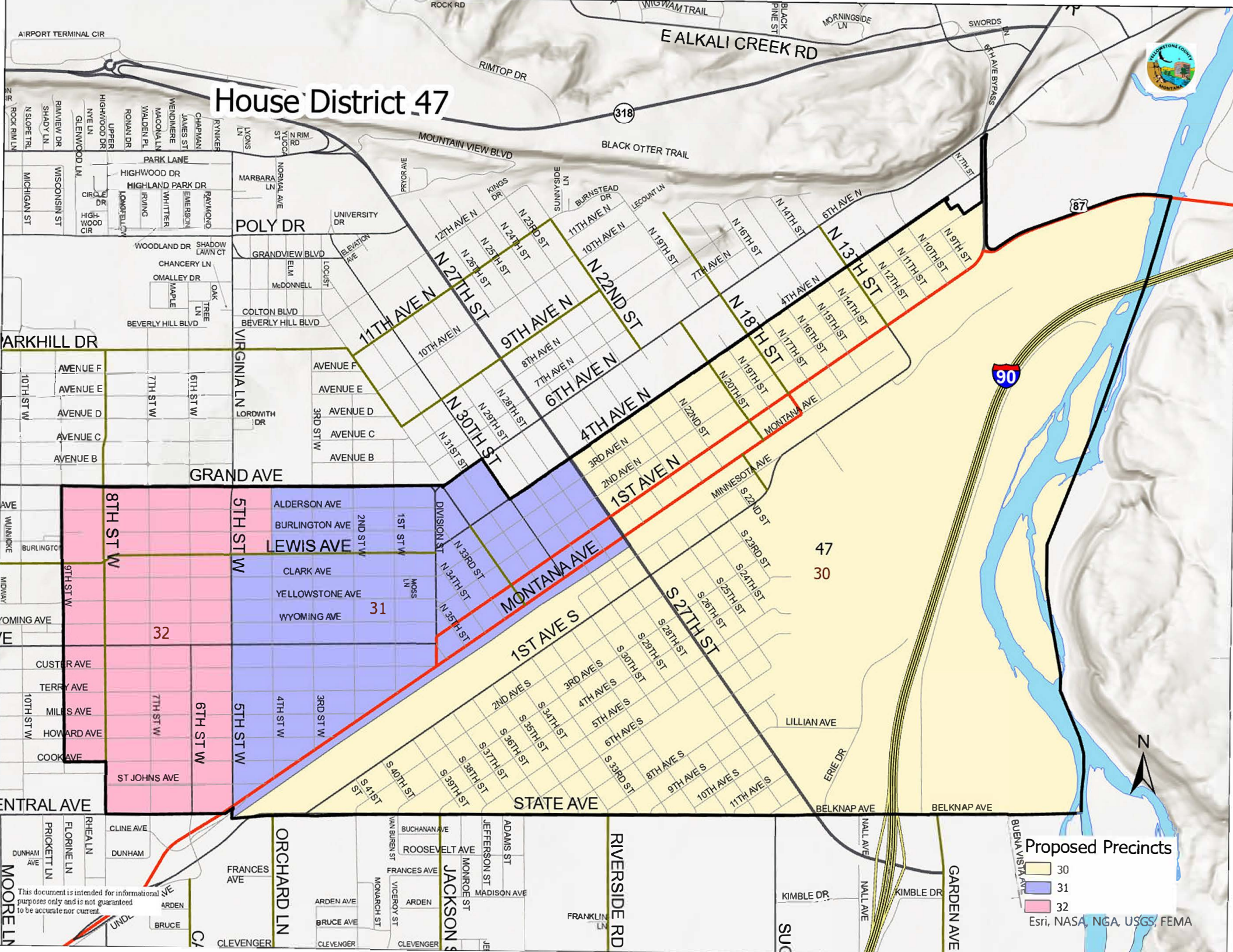


- Proposed Precincts
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- Esri, NASA, NGA, USGS, FEMA, FRANCES AVE

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House District 47



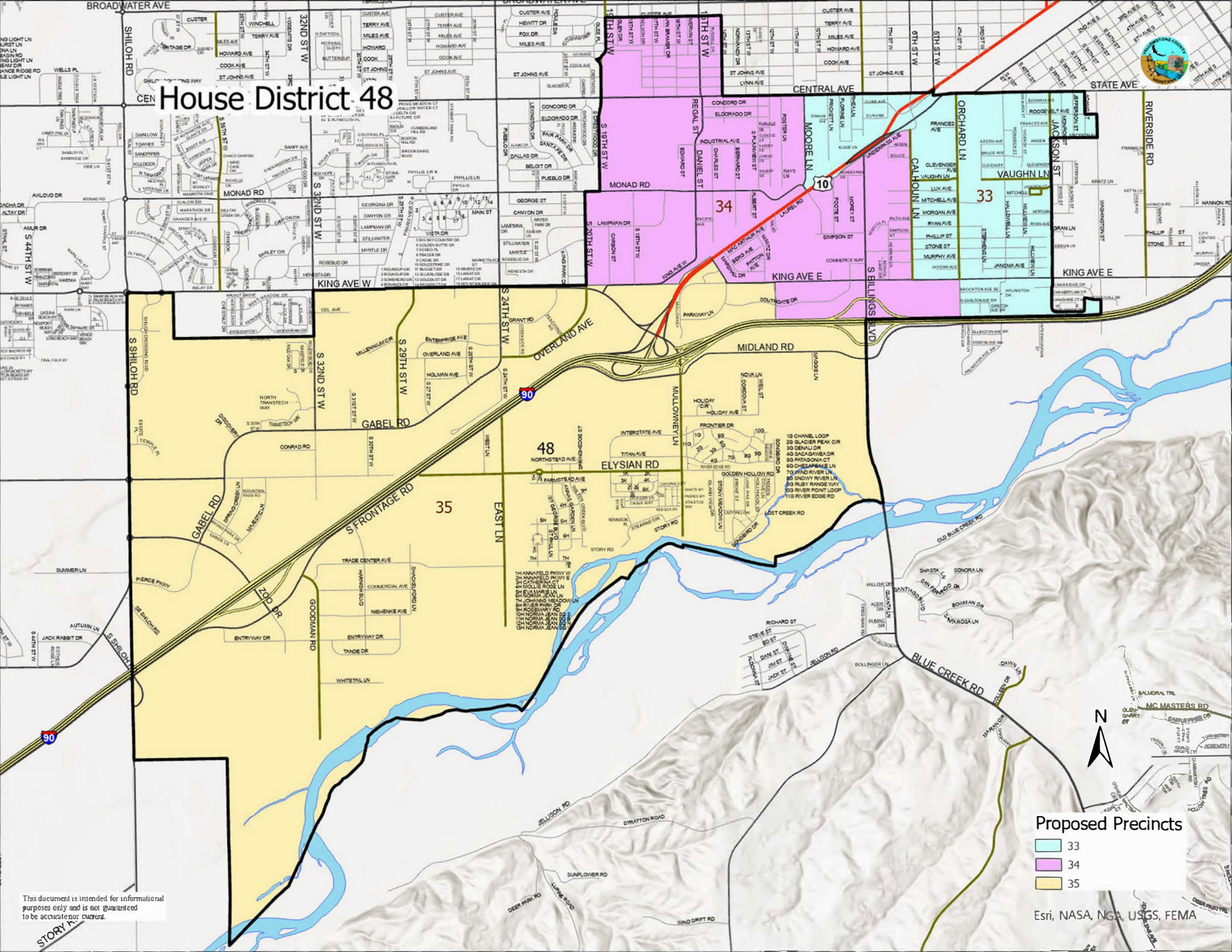
Proposed Precincts

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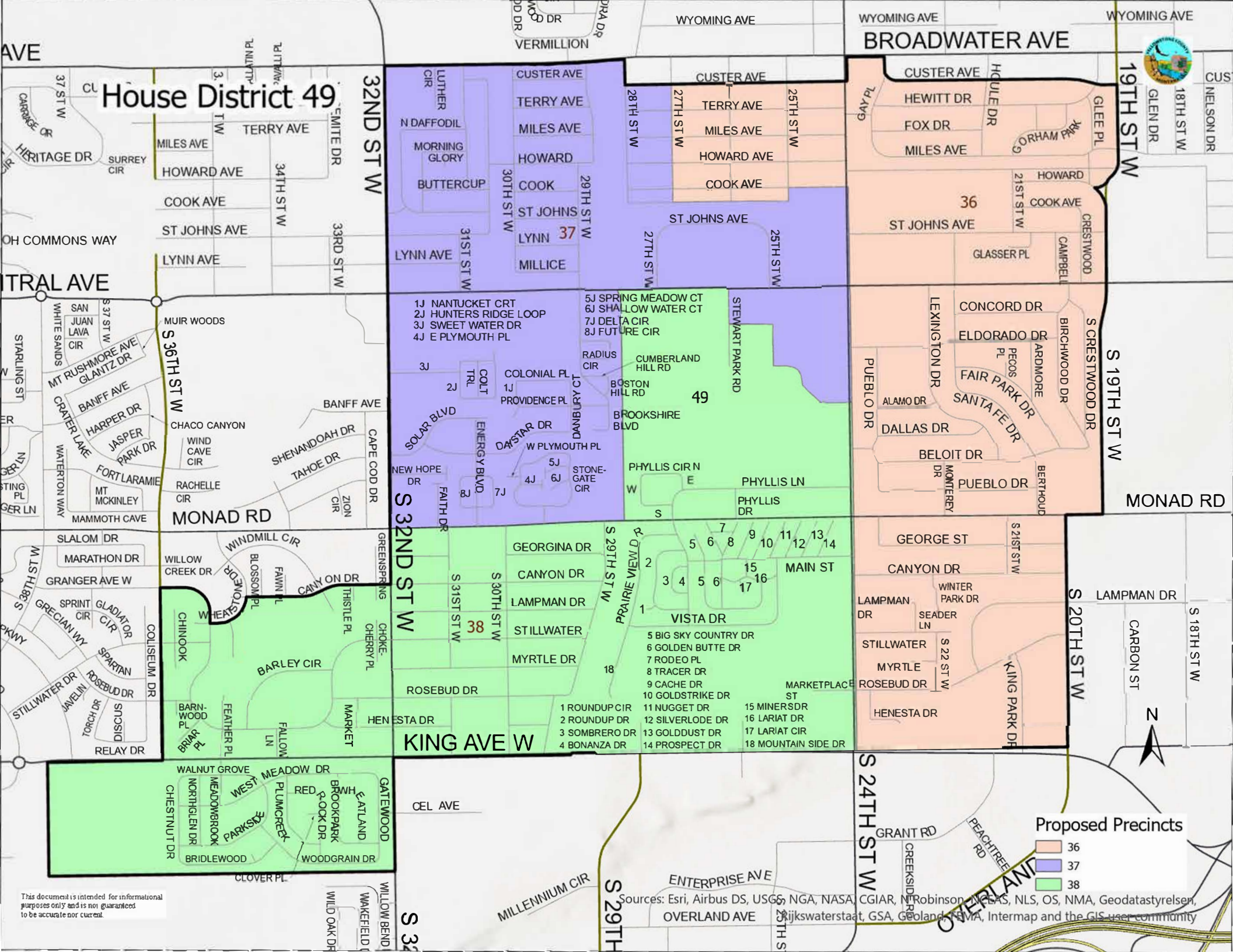
Esri, NASA, NGA, USGS, FEMA

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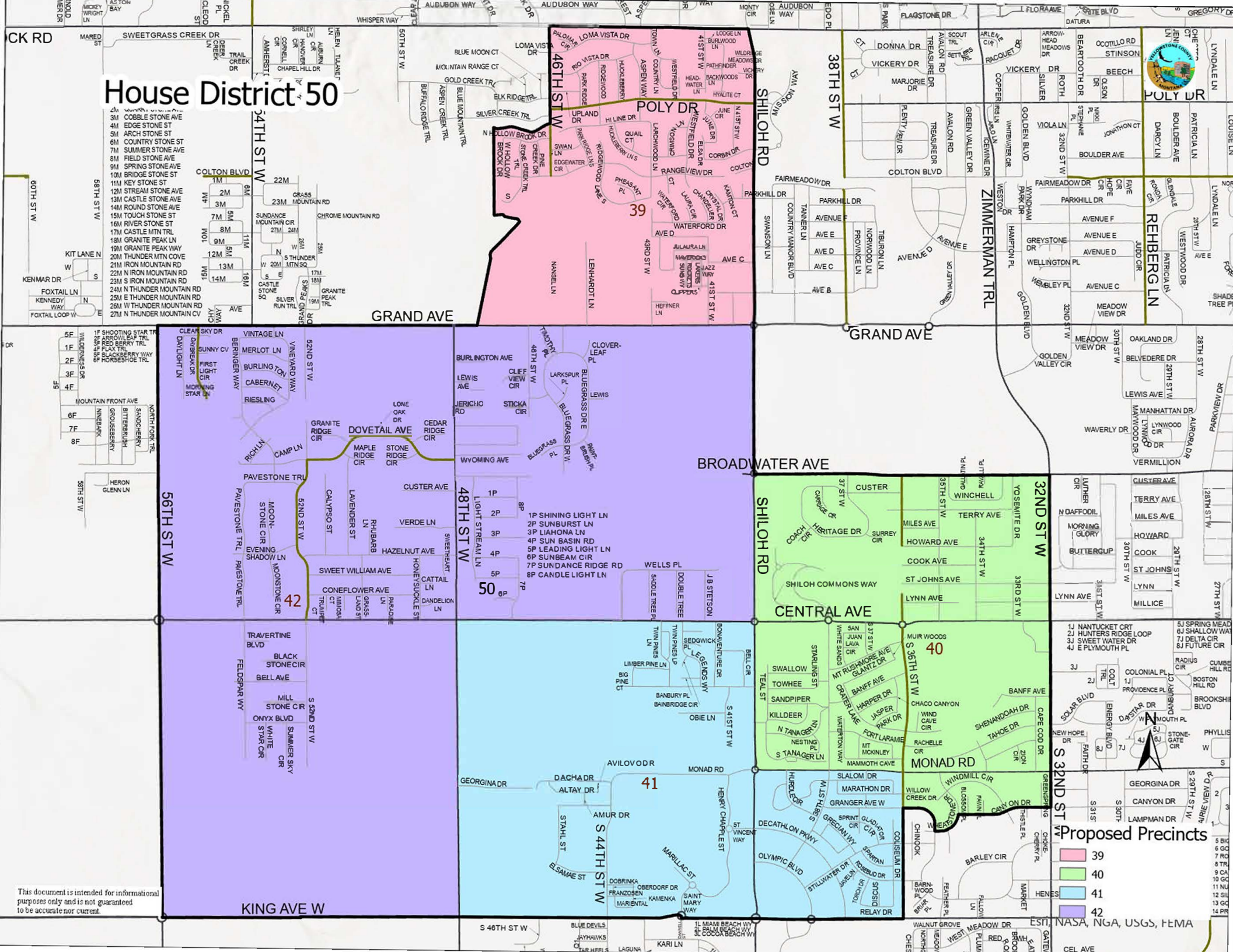
House District 48



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House District 50

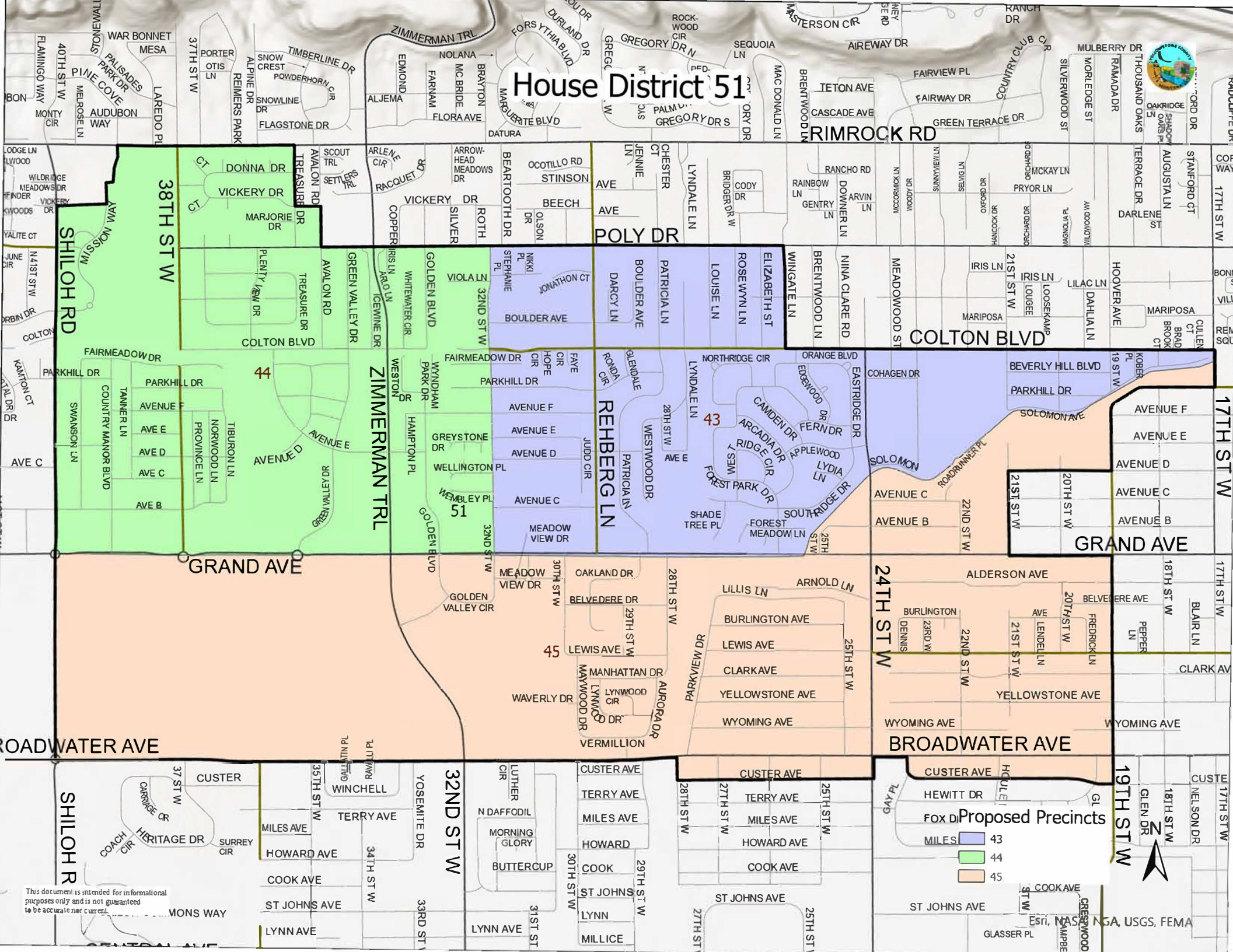


- Proposed Precincts**
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NASA, NGA, USGS, FEMA

House District 51



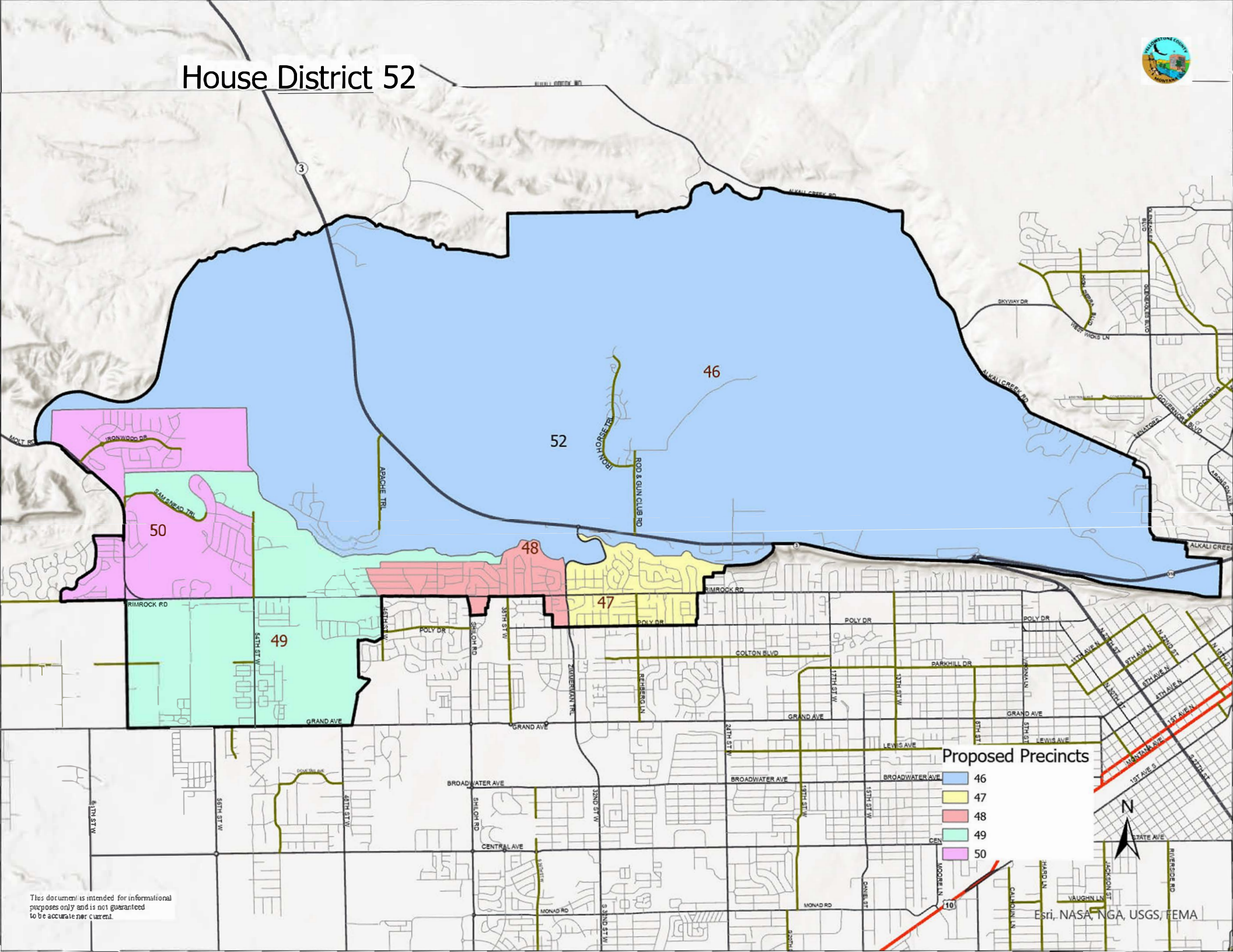
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House District 52



House District 53



Proposed Precincts

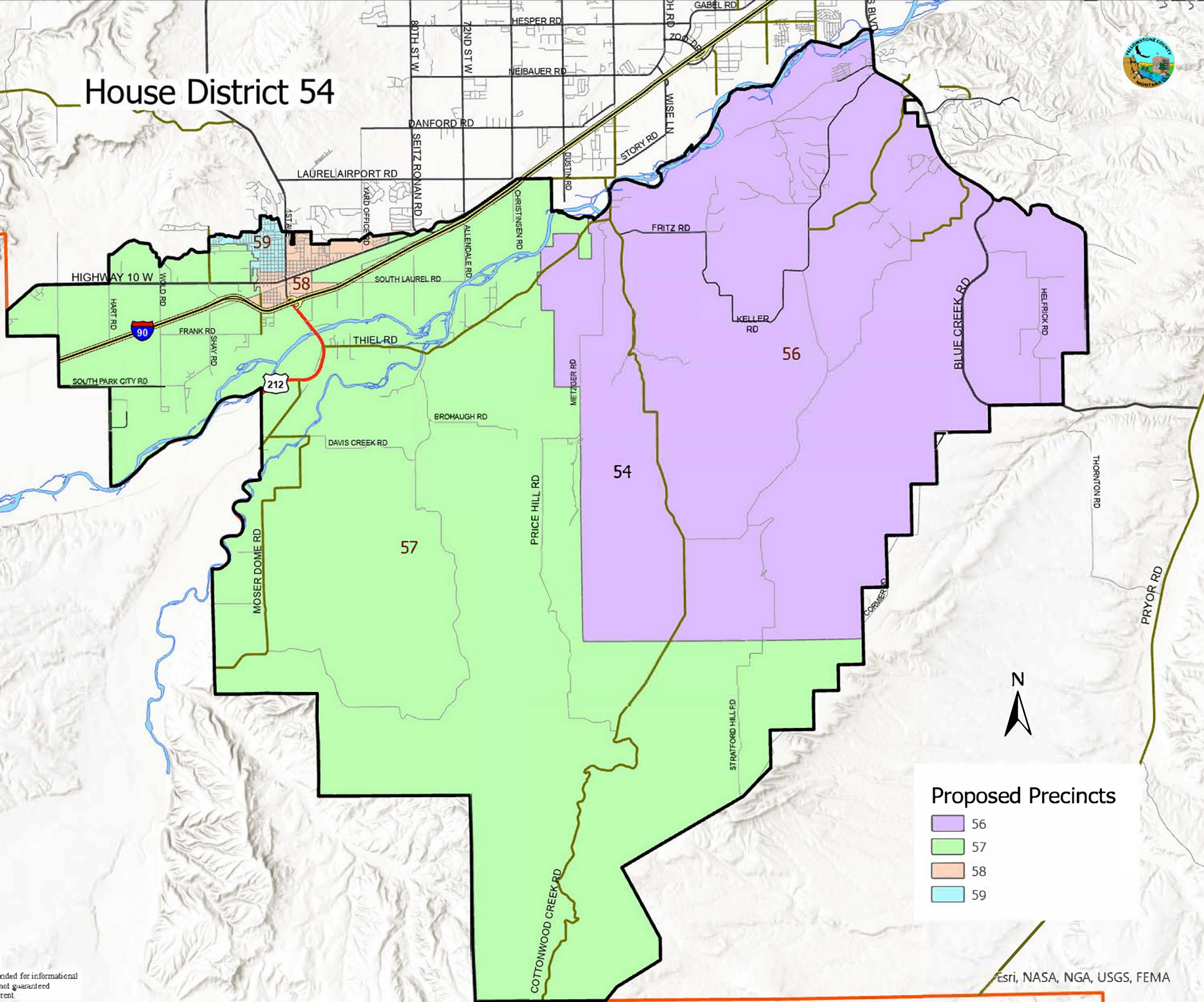
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Esri, NASA, NGA, USGS, FEMA



House District 54



YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23- 115

Resolution to Adopt Legal Descriptions for New Precincts

WHEREAS, on April 4, 2023, the Yellowstone County Board of County Commissioners adopted precincts based on the new legislative districts adopted by the Montana Legislature. *See* Resolution No. 23-48.

WHEREAS, on September 5, 2023, the Yellowstone County Board of County Commissioners adopted polling places for the new precincts. *See* Resolution No. 23-88.

WHEREAS, pursuant to Section 13-3-103(1) of the Montana Code Annotated, a board of county commissioners must provide the election administrator with a legal description and map of the precincts that it adopted after a change of the precincts.

WHEREAS, the Yellowstone County Board of County Commissioners adopted a map of the precincts as provided in Resolution No. 23-48 and has prepared legal descriptions of the precincts. The legal descriptions provided are bounded descriptions, and to the extent that the legal descriptions differ from the map adopted in Resolution No. 23-48, the map takes precedence.

NOW, THEREFORE BE IT RESOLVED:

Pursuant to Section 13-3-103(1) of the Montana Code Annotated, the Yellowstone County Board of County Commissioners provides the Yellowstone County Election Administrator with the legal descriptions and map of the precincts it adopted. The Election Administrator is advised that to the extent that the legal descriptions differ from the maps adopted in Resolution No. 23-48, the map takes precedence. Attached as Exhibit A are the legal descriptions. Attached as Exhibit B is the map of the precincts as adopted in Resolution No. 23-48. The legal descriptions and map conform with the 2023 final Legislative District Plan filed with the Montana Secretary of State.

Passed and Adopted on the 24th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Exhibits

Legal Descriptions – Exhibit A

Map of Precincts – Exhibit B

B.O.C.C. Regular

3. a.

Meeting Date: 10/24/2023

Title: Standard Audit Contract from JCCS

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

TOPIC:

Required Standard Audit Contract with JCCS.

BACKGROUND:

Required Standard Audit Contract with JCCS for fiscal years 2024-2026.

RECOMMENDED ACTION:

Approve.

Attachments

Audit Contract

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 16th day of October, 2023, by and among

Junkermier, Clark, Campanella, Stevens, PC (JCCS)

**Certified Public Accountant
("Contractor"),**

Yellowstone County

**Governmental Entity
("Entity"),**

and the **Montana Department of Administration, Local Government Services, ("State")**, acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):
July 1, 2023 to June 30, 2026.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 79,500 for initial (or sole) audit covering 07/01/2023 to 06/30 / 2024.
\$ 85,450 for subsequent audit covering 07/01/2024 to 06/30 / 2025.
\$ 91,850 for subsequent audit covering 07/01/2025 to 06/30 / 2026.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received

during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
 - (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
 - (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
 - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
 - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email LGSPortalRegistration@mt.gov to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email OPIAuditReport@mt.gov to the attention of the OPI Auditor.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal

controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;
 - c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph

12.A.; and

- d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
- E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring

“Student Count for ANB” reports and as documented by the school district's enrollment records; and

- B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
 - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
 - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
 - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
 - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
 - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.
24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit

report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.

25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Insurance - Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**
 - A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the

Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.

B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

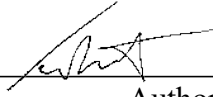
The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

JCCS, PC
Firm Name

By: 
Authorized Representative

Date: 10/16/2023

Governmental Entity

Yellowstone County
Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Yellowstone County

406-256-2816

Telephone:

Address:

PO Box 35000

(Street Address or P.O. Box)

Billings

(City/Town)

, MT 59107

(Zip Code)

Jennifer Jones - jjones@yellowstonecountymt.gov

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

JCCS, PC

406-442-6901

Telephone:

Address:

3060 Cabernet Dr, Ste 2

(Street Address or P.O. Box)

Helena

(City/Town)

, MT 59601

(Zip Code)

Tyler Bryant - tyler.bryant@jccscpa.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30, 2024 (and).
(Month & Day) *(Year)* *(Year)*

B. Date to commence audit work: October 1, 2024

C. Date to submit final audit report
to Entity and State: December 15, 2024

2. Time and Price for Engagement:

A. Estimated total hours - 392

B. Price for audit personnel \$ 79,500

Price for Travel

Price for typing, clerical

and report preparation

Total price for this

engagement \$ 79,500

3. The reporting entity contains the following discretely presented component units: N/A

4. Date Annual Financial Report or a trial balance will be available: September 30, 2024

5. Number of copies of audit report Contractor will provide to Entity: PDF only

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
N/A

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

X The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

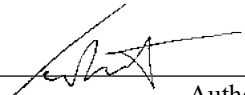
OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

JCCS, PC

Firm Name

By: 

Authorized Representative

Date: 10/16/2023

Governmental Entity

Yellowstone County

Entity Name

By: _____

Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____

Approved By

Date: _____

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Yellowstone County

406-256-2816

Telephone:

Address:

PO Box 35000

(Street Address or P.O. Box)

Billings

(City/Town)

, MT 59107

(Zip Code)

Jennifer Jones - jjones@yellowstonecountymt.gov

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

JCCS, PC

406-442-6901

Telephone:

Address:

3060 Cabernet Dr, Ste 2

(Street Address or P.O. Box)

Helena

(City/Town)

, MT 59601

(Zip Code)

Tyler Bryant - tyler.bryant@jccscpa.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30, 2025 (and _____).
(Month & Day) (Year) (Year)

B. Date to commence audit work: October 1, 2025

C. Date to submit final audit report
to Entity and State: December 15, 2025

2. Time and Price for Engagement:

A. Estimated total hours - 352

B. Price for audit personnel \$ 85,450
Price for Travel _____
Price for typing, clerical
and report preparation _____
Total price for this
engagement \$ 85,450

3. The reporting entity contains the following discretely presented component units: N/A

4. Date Annual Financial Report or a trial balance will be available: September 30, 2025

5. Number of copies of audit report Contractor will provide to Entity: PDF only

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
N/A

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

X The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

JCCS, PC

Firm Name

By: [Signature]
Authorized Representative

Date: 10/16/2023

Governmental Entity

Yellowstone County

Entity Name

By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Yellowstone County

406-256-2816

Telephone:

Address:

PO Box 35000

(Street Address or P.O. Box)

Billings

(City/Town)

, MT 59107

(Zip Code)

Jennifer Jones - jjones@yellowstonecountymt.gov

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

JCCS, PC

406-442-6901

Telephone:

Address:

3060 Cabernet Dr, Ste 2

(Street Address or P.O. Box)

Helena

(City/Town)

, MT 59601

(Zip Code)

Tyler Bryant - tyler.bryant@jccscpa.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30, 2026 (and).
(Month & Day) *(Year)* *(Year)*

B. Date to commence audit work: October 1, 2026

C. Date to submit final audit report
to Entity and State: December 15, 2026

2. Time and Price for Engagement:

A. Estimated total hours - 352

B. Price for audit personnel \$ 91,850
Price for Travel
Price for typing, clerical
and report preparation
Total price for this
engagement \$ 91,850

3. The reporting entity contains the following discretely presented component units: N/A

4. Date Annual Financial Report or a trial balance will be available: September 30, 2026

5. Number of copies of audit report Contractor will provide to Entity: PDF only

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
N/A

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

X The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

JCCS, PC

Firm Name

By: [Signature]
Authorized Representative

Date: 10/16/2023

Governmental Entity

Yellowstone County

Entity Name

By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

B.O.C.C. Regular

3. b.

Meeting Date: 10/24/2023

Title: Billings Community Foundation for Substance Abuse Connect

Submitted By: Juli Bjornebo

TOPIC:

Agreement between Billings Community Foundation and Substance Abuse Connect (SAC) to be the Fiscal Agent.

BACKGROUND:

Billings Community Foundation as fiscal agent for Substance Abuse Connect (SAC).

RECOMMENDED ACTION:

Approve

Attachments

BCF Fiscal Agent Agreement



Billings Community Foundation Fiscal Sponsorship Agreement

This agreement "AGREEMENT" is made this 1st day of August, 2023 by and between Substance Abuse Connect (hereinafter referred to as the "PROJECT") and the Billings Community Foundation, a Section 501(c)(3) tax-exempt organization (Hereafter referred to as the "FOUNDATION" or "SPONSOR").

The FOUNDATION was established to receive and administer funds for various charitable, educational, religious or scientific purposes and organizations in Montana. The PROJECT desires to establish a FUND with the FOUNDATION to provide for the financial support of the charitable, educational, religious or scientific purposes described in this AGREEMENT.

The PROJECT:

The PROJECT is an unincorporated organization formed for the purposes of:

Reducing substance abuse and substance use related crime in Yellowstone County

The AGREEMENT:

The FOUNDATION desires to act as the Fiscal Sponsor of the PROJECT, by receiving assets and incurring liabilities identified for the PROJECT, and using them to pursue the objectives for which the PROJECT is being established, which the FOUNDATION'S Board of Directors has determined will further its charitable goals. The PROJECT is represented by an Advisory Committee (listed and included as parties to this AGREEMENT) and PROJECT Leader that desires to manage the PROJECT on behalf of the FOUNDATION.

1. **Receipt of FUNDS:** The FOUNDATION agrees to receive grants, contributions and gifts to be used for the PROJECT, and to make those FUNDS available to the PROJECT.
2. **Delegation:** As of the effective date, management of the program activities of the PROJECT is delegated by FOUNDATION'S Board of Directors to the PROJECT Leader and Advisory Committee, subject to the ultimate direction of FOUNDATION'S Board. The PROJECT Leader, or Advisory Committee, serves as a subordinate body to the FOUNDATION Board and as an integral part of FOUNDATION.
3. **Restricted Fund/Variance Power:** Beginning on the effective date, FOUNDATION shall place all gifts, grants, contributions, and other revenues received by FOUNDATION for the purposes of the PROJECT into a restricted fund to be used for the sole benefit of the PROJECT'S mission as that mission may be defined by the Committee from time to time with the approval of the FOUNDATION. The FOUNDATION retains the unilateral right to spend such FUNDS so as to accomplish the purposes of the PROJECT as nearly as possible within FOUNDATION'S sole judgment, subject to any donor-imposed restrictions, as to purpose, on the charitable use of such assets. The parties agree that all money and the fair market value of all property, in the restricted FUND be reported as the income of FOUNDATION, for both tax purposes and for purposes of FOUNDATION'S financial statements. It is the intent of the parties that this AGREEMENT be interpreted to provide FOUNDATION with variance powers necessary to enable the FOUNDATION to treat the restricted fund as the FOUNDATION'S asset in accordance with Statement No. 136 issued by the Financial Accounting Standards Board, while this AGREEMENT is in effect.

4. **Acknowledgment of Charitable Donations on Behalf of the PROJECT:** The FOUNDATION agrees that all grants, charitable contributions and gifts which it receives for the PROJECT will be reported as contributions to the FOUNDATION as required by law, and further agrees to acknowledge receipt of any such grant, charitable contribution or gift in writing and to furnish evidence of its status as an exempt organization under Section 501(c)(3) to the donor upon request. The FOUNDATION agrees to notify the PROJECT of any change in its tax-exempt status.

5. **Protection of Tax-Exempt Status:** The PROJECT agrees not to use funds received from the FOUNDATION in any way which would jeopardize the tax-exempt status of the FOUNDATION. The PROJECT is not to use any funds received through the FOUNDATION in an attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No AGREEMENT, oral or written, to that effect has been made between FOUNDATION and the PROJECT. The PROJECT shall not use any portion of the funds received from the FOUNDATION to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur (paying more than fair market value in exchange for goods or services provided by an insider), nor to take any action inconsistent with IRC Section 501(c)(3). The PROJECT agrees to comply with any written request by the FOUNDATION that it cease activities which might jeopardize the FOUNDATION'S tax status, and further agrees that the FOUNDATION'S obligation to make funds available to it is suspended in the event that it fails to comply with any such request. Any changes in the purpose for which grant funds are spent must be approved in writing by the FOUNDATION before implementation. The FOUNDATION retains the right, if the PROJECT breaches this AGREEMENT, or if the PROJECT jeopardizes the FOUNDATION'S legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.

6. **Policy Advocacy**
In addition to the above statutory restrictions, the FOUNDATION does not at this time support lobbying activity by any PROJECT for or against specific legislation, resolutions, bills, etc. The FOUNDATION does not restrict public policy education activities, as long as those activities are within the stated purpose of the project and are not illegal otherwise. Any exceptions to such restrictions must be approved in advance in writing by the FOUNDATION.

7. **Use of Funds:** The FOUNDATION also authorizes the PROJECT to make expenditures, which do not exceed total contributions for the PROJECT, on its behalf for use in the PROJECT. The PROJECT agrees to use any and all funds received from the FOUNDATION solely for legitimate expenses of the PROJECT and to account fully to the FOUNDATION for the disbursement of these funds. On behalf of the PROJECT and with its funds, the FOUNDATION will pay for the PROJECT'S direct expenses. The FOUNDATION will obtain authorization from the PROJECT to pay these expenses using the PROJECT'S funds. All individual vendors receiving more than \$600 total per year must submit a W-9 form to the FOUNDATION.

8. **Project Term:** The PROJECT TERM is anticipated to begin in June 2023 and continue until at least December 30, 2024.

The FOUNDATION agrees to issue payment, assuming sufficient funds and as approved by project leader, for expenses incurred any time after January 1, 2023.

9. **Fees for Financial Services and Administrative Support:** The FOUNDATION will calculate fees based on the following schedule, to be deducted on a quarterly basis from the fund on the last day of the month in March, June, September, and December.

Expense activity	Services	Annual fee
• <\$2,000,000		

Maximum 5 transactions per month (rolling average)	- Use of desk space and amenities (wi-fi, printer, parking, storage, building key) - Access to MJ Spence Conference Room	\$20,000
\$2,000,000 to \$4,000,000	- Accounting management (income and expenses) 501c3 umbrella	\$30,000

In addition to serving as fiscal sponsor and financial manager for the PROJECT, the FOUNDATION will provide administrative support on an "as available" basis to the PROJECT. The percentage retained may be reviewed by the FOUNDATION and adjusted if deemed necessary.

10. **Financial Accounting and Reporting:** The PROJECT must act within the financial policies of the FOUNDATION. The FOUNDATION will maintain books and financial records for the PROJECT in accordance with generally accepted accounting principles. The PROJECT'S revenue and expenses shall be separately classed in the books of the FOUNDATION. The FOUNDATION will provide reports reflecting revenue and expenses to the PROJECT on a monthly basis, within two weeks after the end of each month, and, on an annual basis, within three months after the end of each fiscal year of the FOUNDATION.
11. **Employment:** The FOUNDATION does not currently support employment of individuals on behalf of fiscally sponsored projects. If contract work is done related to the PROJECT, invoices for such work may be submitted to the SPONSOR for payment. Related tax reports (e.g. 1099's) will be issued by the SPONSOR. All individual vendors receiving more than \$600 total per year must submit a W-9 form to the FOUNDATION.
12. **Governance:** The PROJECT agrees to operate in an ethical manner and not misrepresent, undermine, or otherwise intentionally degrade the actions or activities of the SPONSOR. Authority to manage the programmatic activities of the PROJECT is delegated by the SPONSOR's Board of Directors to the PROJECT's Advisory Committee or PROJECT LEADER, subject at all times to the ultimate direction and control of the Sponsor's Board of Directors. An Advisory Committee is a group of individuals that serves as a subordinate body to the SPONSOR Board.
13. **Primary Contact Information:** The PROJECT Chair of the Advisory Committee is the designated point person for the FOUNDATION. Unless otherwise noted, the PROJECT Chair receives statements and makes distribution requests. The current chair is as follows:
 Name: Zack Terakedis
 Address: 302 Clark Avenue
 City, State, Zip Code: Billings, MT 59101
 Phone Number: 406-696-0149
 Email: zack@substanceabuseconnect.com
14. **Advisory Committee Names:** Tracy Neary, LeeAnn Bruised Head, John Felton, Leif Johnson, Don Jones, Lenette Kosovich, Chris Kukulski, Mike Linder, Paula Roos, Rich St. John, Greg Upham.
15. **PROJECT Activities and Contracts:** All community programs, public information work, and fundraising events shall be conducted by the PROJECT. Processing and acknowledgment of cash and noncash revenue items, negotiation of leases and contracts, disbursement of PROJECT funds (including grants), and other activities conducted by the PROJECT shall be the ultimate responsibility of the FOUNDATION, are subject to the FOUNDATION'S approval and shall be conducted in the name of the FOUNDATION. PROJECT may not enter into any financial or legal contract without prior approval of FOUNDATION.

16. **Incurring Debts and Liabilities:** The PROJECT agrees to operate without debt financing and will not make expenditures beyond the level of available cash in the PROJECT Account or enter into contracts that would do so.
17. **Fundraising:** The PROJECT may solicit gifts, contributions, and grants on behalf of the FOUNDATION which are earmarked for the activities of the PROJECT. The PROJECT'S choice of funding sources to be approached and the text of the PROJECT'S letters of inquiry, grant applications, and other fundraising materials are subject to approval by the FOUNDATION. The FOUNDATION'S Board Chairman or designee must co-sign all original letters of inquiry, and grant agreements, if applicable. All grant agreements, pledges, or other commitments with funding sources to support the PROJECT shall be executed by the FOUNDATION. The cost of any reports or other compliance measures required by such funding sources shall be borne by the PROJECT. The FOUNDATION must be copied at least one week in advance on all progress and final report submissions. The FOUNDATION shall be responsible for the processing and acknowledgment of all monies received for the PROJECT, which shall be reported as the income of the FOUNDATION for both tax purposes and for purposes of the FOUNDATION'S financial statements. Grants involving government or public agency monies have substantial reporting and auditing requirements; therefore, if the PROJECT desires to apply for government or public agency grants, the PROJECT must get advance approval to do so from the FOUNDATION.
18. **PROJECT Volunteers:** The PROJECT agrees to have all volunteers who provide services for or assist in the activities of the PROJECT without compensation for their time sign a waiver to indemnify and hold harmless the FOUNDATION and its agents. Documentation of such may be requested by the FOUNDATION at any time.
19. **PROJECT Identification:** The PROJECT agrees to state that it is "A project of the Billings Community Foundation" on all PROJECT materials and external communications and to identify and coordinate with the FOUNDATION on opportunities for promotion of the PROJECT by the FOUNDATION and of the FOUNDATION and/or its programs by the PROJECT as appropriate.
20. **Termination:** This AGREEMENT shall terminate when the project has been completed and no additional activity is anticipated, when project activities are transferred to a SUCCESSOR AGENCY, or when objectives of the PROJECT can no longer reasonably be accomplished by the FOUNDATION. Either party may terminate this AGREEMENT by giving 60 days written notice to the other party. Reasons for termination must be documented in the FOUNDATION'S TERMINATION FORM.
21. **Successor Agency**
If the objectives of the PROJECT can still be accomplished but either the Committee or FOUNDATION desires to terminate FOUNDATION'S Fiscal Sponsorship of the PROJECT, the following understandings shall apply. Either party may terminate the agreement by giving 60 days written notice. Another nonprofit corporation which is tax-exempt under IRC Section 501(c)(3) and is not classified as a private foundation under Section 509(a) must be willing and able to FOUNDATION the PROJECT (the "SUCCESSOR"). The SUCCESSOR must be approved in writing by both parties by the end of the 60-day written notice period. If the parties cannot agree on a SUCCESSOR to FOUNDATION the PROJECT, the PROJECT shall have an additional 60 days to find a SUCCESSOR willing and able to FOUNDATION the PROJECT. If a SUCCESSOR is found, the balance of assets held by the FOUNDATION for the PROJECT, together with any other assets held or liabilities incurred by the FOUNDATION in connection with the PROJECT, shall be transferred to the SUCCESSOR at the end of the notice period or any extension thereof, subject to the approval of any third parties (including funding sources) that may be required. If the PROJECT has formed a new organization qualified to be a SUCCESSOR as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code no later than the end of the notice period or any extension thereof. If no SUCCESSOR is found, the

FOUNDATION may dispose of the PROJECT'S assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

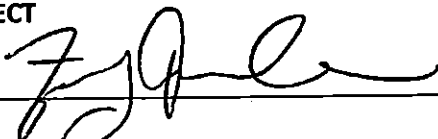
22. **Indemnification:** The PROJECT shall indemnify and hold harmless the FOUNDATION and its officers, directors, members, consultants, agents, employees, assigns and successors (collectively, the "Indemnities") from all suits, actions, causes of action, judgments, damages, claims, losses, liabilities, and expenses of any kind, including without limitation reasonable attorneys' fees, costs, and expenses, and including without limitation claims of bodily injury, death, and/or property damage ("collectively, a "Loss") that are related to, that may arise from, or are in any way connected with the PROJECT including, but without limitation of the foregoing, any carelessness, negligence, or improper conduct by the PROJECT or its agents, owners, members, employees, contractors, patrons, suppliers, or licensees. In a case of an especially high-risk activity or one that involves transporting individuals, or in the case of large public events, the PROJECT agrees to acquire Liability Insurance in the minimum of \$1,000,000 and include the Foundation as an "Additional Insured" in the policy. The FOUNDATION may request a copy of the insurance document at any time.
23. **Attorney's Fees:** In the event a party to this AGREEMENT is compelled to bring any action or proceeding to enforce or interpret this AGREEMENT, or otherwise enforce its rights under this AGREEMENT, the parties agree the prevailing party shall be awarded its costs and fees, including reasonable attorney fees.
24. **Miscellaneous:** Each provision of this AGREEMENT shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. The failure of the FOUNDATION to exercise any of its rights under this AGREEMENT shall not be deemed a waiver of such rights.

This AGREEMENT constitutes the only AGREEMENT, and supersedes all prior AGREEMENTS and understandings, both written and oral, among the parties with respect to the subject matter hereof. This AGREEMENT may not be amended or modified, except as in writing signed by all parties to this AGREEMENT.

IN WITNESS WHEREOF, the PROJECT LEADER and the FOUNDATION execute this Fund AGREEMENT

PROJECT

BY:



(Project Leader)

BILLINGS COMMUNITY FOUNDATION

BY:



(Executive Director)

ADDITIONAL

BY:

TITLE:

REPRESENTING:

FISCAL SPONSORSHIP TERMINATION AGREEMENT

1. Fiscal Sponsor: Rimrock Foundation
2. Organization/Project Name: Substance Abuse Connect
Mailing Address: _____
Contact: Zack Terakedis Title: Executive Director
Phone: 406-696-0149 Fax: _____ Email: zack@substanceabuseconnect.com
3. Date of original signed agreement: _____

4. Original purpose of the project? _____

5. Reason for termination?

- ☐ Project has become an independent 501c3 organization as a successor entity.*
- ☒ Transfer of funds to a separate successor 501c3 organization*

Successor Organization Name: Billings Community Foundation

Contact Person: Carolyn Sevier, Interim Executive Director

Contact Email: director@billingscommunityfoundation.org

Phone: 406-839-5552 Successor EIN: 20-4286919

☐ The Project as proposed has been completed, no funds remain in account, and no further activity is expected.

☐ The Project has NOT been completed but activity has ceased, no funds remain/will remain in account, and no additional activity is expected. Please explain reasons:

6. Are there third parties (contractors, vendors, etc.) who need to be notified related to this termination? Y / N If so, please list names, contact, and any additional information:

Indemnification and Release of Liability

As of the effective date indicated by the signatures below and as a continuation of the Indemnification in the Project Agreement, the Project and any and all individual representatives shall indemnify and hold harmless the Sponsor and its agents from all suits, actions, causes of action, judgements, damages, claims, losses, liabilities, and expenses of any kind, including without limitation reasonable attorney's fees, costs, and expenses, and including without limitation claims of bodily injury, death, and/or property damage that are related to, that may arise from, or are in any way connected with the Project including, but without limitation of the foregoing, any carelessness, negligence, or improper conduct by the Project or its agents.

Any additional agreements, leases, contracts, or other obligations between BCF and third-party entities related to the Project must also be terminated through notification and/or signed agreement with respective entities, with any such documentation attached to this agreement.

If Project is not complete but no successor entity is identified, the Sponsor may dispose of the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

Project Representative Name: Zack Tenkedor

Project Representative Signature: [Signature] Date: Aug. 1, 2023

Sponsoring Organization Signature: [Signature] Date: 6/20/2023

Additional Signature: _____

Timeline Checklist

Initial request for termination: _____ Made by: _____

Associated quarterly fees de-activated: _____

Successor entity contact and paperwork completed: _____

Final payout of funds completed: _____

Account de-activated: _____

*Requires separate documentation

Transfer of Fiscal Sponsorship Assets from: Rimrock Foundation

Acknowledgement and Notification Statement by Successor Section 501(c)(3) Entity:

Fiscal Sponsorship Project Name: Substance Abuse Connect

Successor Entity Name: Billings Community Foundation

The Billings Community Foundation hereby acknowledges and affirms the following:

1. Billings Community Foundation is a qualifying Section 501(c)(3) entity. It was formed in 2006 with a Federal Identification Number of 20-4286919. **A copy of Page 1 of its most recent Form 990 filing is attached** and will indicate the above, as well as documenting it is not a Section 509(a)(1) organization. Further, a **copy of the initial IRS notification of tax -exempt status is also enclosed**.
2. All liabilities in relation to the assets and fiscal activities related to the former Fiscally Sponsored Project of the Rimrock Foundation: "Substance Abuse Connect" are to be assumed by Billings Community Foundation.
3. All assets and financial activities related to the former Fiscally Sponsored Project of Rimrock Foundation's project, Substance Abuse Connect, are to be included in the annual Form 990 report of the Billings Community Foundation, which will also file appropriate payroll Forms W-2, W-3, quarterly payroll reports and appropriate Forms 1099NEC, 1099MISC with the federal and state agencies.
4. The intended use of transferred assets is fully compliant with all regulations related to 501(c)(3) activities. If use of such assets is to be further restricted by agreement between representatives Substance Abuse Connect, either a **copy of such an agreement is attached** or the nature of the agreement is summarized in writing below.

Signed:



Billings Community Foundation

6-27-23
Date

Carolyn Sevier, Intern ETD
Printed Name and Title

B.O.C.C. Regular

3. c.

Meeting Date: 10/24/2023

Title: Metra ARPA Infrastructure Arena Lot & Rideshare Change Order #1

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark ARPA Infrastructure Project #3 Arena Lot & Rideshare Change Order #1

BACKGROUND:

Purchasing is requesting Commissioner approval for Change Order #1 with Askin Construction for MetraPark Infrastructure Arena Lot & Ride share Extension. Change Order #1 is an overall Decrease Change Order that includes;

Removing Bid Items 701 - 704 from the Original bid for Sidewalk replacement, reducing the project cost by (\$527,225.00.)

Additional grout rip-rap erosion protection on the Northeastern Slope below upper parking lot, Additional cost of \$13,409.52

Additional conduit extending the Arena data cable network to the Premium lot. \$22,007.00

Temporary Fencing to provide safe passage of patrons through Arena lot during events. \$3,894.00

Additional asphalt and concrete in Arena Courtyard. \$21,550.00.

Overall, Change Order #1 is Decrease Change Order of (\$466,364.48) reducing the contract from \$2,178,344.00 to \$1,711,979.52. It is anticipated that there will be an additional Change Order near project completion, for the addition of an additional light & pole in the Arena parking lot, and adding joint compound for the new curbing joint between the existing Arena sidewalk that is not being replaced to aid in the prevention of moisture penetration below grade in the vault area.

RECOMMENDED ACTION:

Approve and return a copy to Finance

Attachments

Metra ARPA Arena Change Order #1

CHANGE ORDER NO.: 1

Owner: Yellowstone County, MT
Engineer: WWC Engineering
Contractor: Askin Construction
Project: MetraPark Arena Lot and
Rideshare Extension Project

Owner's Project No.:
Engineer's Project No.: 2021-555
Contractor's Project No.:

Date Issued: October 24, 2023

Effective Date of Change Order: October 24,
2023

The Contract is modified as follows upon execution of this Change Order:

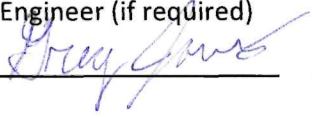
Description: Deduction for Arena Sidewalk Replacement (Bid Items 701 through 704) removal from project. Add grouted rip rap (erosion protection) entirety of northeast portion of Arena Lot. Add conduit from Arena Building to Premium Lot. Add temporary fencing for pedestrian safety. Add additional resurfacing extending existing bid items near Arena courtyard area. Detailed breakdown for change in cost is as follows:

- Remove Bid Items 701 through 704 – Deduct \$527,225.00
- Additional grouted rip rap (PCO #1) – Add \$13,409.52
- Additional conduit (PCO #2) – Add \$22,007.00
- Temporary fencing (PCO #3) – Add \$3,894.00
- Additional resurfacing at Arena Courtyard – Add \$21,550.00

Attachments: Bid Form, PCO #1 through PCO #3, Arena Courtyard Cost Estimate, Exhibits

Change in Contract Times
[State Contract Times as either a specific date or a number of days]

Change in Contract Price	
Original Contract Price: \$2,178,344.00	Original Contract Times: Substantial Completion: 90 days Ready for final payment: 105 days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u> </u> : \$NA	[Increase] [Decrease] from previously approved Change Orders No.1 to No. <u> 1 </u> : Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$2,178,344.00	Contract Times prior to this Change Order: Substantial Completion: 90 days Ready for final payment: 105 days
[Decrease] this Change Order: \$466,364.48	[Increase] this Change Order: Substantial Completion: 5 Ready for final payment: 5
Contract Price incorporating this Change Order: \$1,711,979.52	Contract Times with all approved Change Orders: Substantial Completion: 95 days Ready for final payment: 110 days

Recommended by Engineer (if required)		Accepted by Contractor	
By: <u>Greg Jones, P.E.</u>			
Title: <u>Project Manager</u>		<u>Project Manager</u>	
Date: <u>10/17/2023</u>		<u>10/17/23</u>	
<u>Authorized by Owner</u>		<u>Approved by Funding Agency (if applicable)</u>	
By: _____		_____	
Title: _____		_____	
Date: _____		_____	

MetraPark Infrastructure Improvements Project
Arena Lot and Rideshare Extension Construction Project
Bid Form
Prepared by: WWC Engineering
June 20, 2023

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
Gate 3 - Surfacing and Site Work						
501	MPWSS	Excavation Above Subgrade	CY	50	56.50	\$ 2,825.00
502	MPWSS	Embankment In Place	CY	235	40.00	\$ 9,400.00
503	00910	Sub-excavation/Replacement Below Subgrade	SY	25	28.00	\$ 700.00
504	00910	4" Asphalt Pavement - 7" Crushed Base	SY	456	46.50	\$ 21,669.00
505	00910	Remove and Replace Existing Fence	LF	143	74.00	\$ 10,582.00
506	00910	Chain Link Gate	LS	1	2,600.00	\$ 2,600.00
507	00910	24" CMP Pipe Extension	LS	1	3,800.00	\$ 3,800.00
Electrical and Conduits						
601	00912	Remove and Relocate Luminaire	EA	1	568.00	\$ 568.00
602	00912	Remove and Salvage Existing Luminaire Pole	EA	2	267.00	\$ 534.00
603	00912	Install Luminaire Pole	EA	2	4,000.00	\$ 8,000.00
604	00912	High Efficacy LED Luminaire	EA	2	2,300.00	\$ 4,600.00
605	00912	Structural Concrete Pole Foundation	CY	2	840.00	\$ 1,680.00
606	00910	Install Flag Pole Lights	EA	2	2,600.00	\$ 5,200.00
607	00912	Pull Box - Composite Type 2	EA	2	1,000.00	\$ 2,000.00
608	00912	Conduit - PVC 1 IN	LF	1150	8.00	\$ 9,200.00
609	00912	Conduit - PVC 1-1/2 IN	LF	275	12.00	\$ 3,300.00
610	00912	Conduit - PVC 2 IN	LF	1360	15.00	\$ 20,400.00
611	00912	Conductor - Copper 2 AWG - 600V	LF	1000	3.40	\$ 3,400.00
612	00912	Conductor - Copper 8 AWG - 600V	LF	1170	1.50	\$ 1,755.00
613	00912	Conductor - Copper 10 AWG - 600V	LF	825	1.10	\$ 907.50
614	00910	Courtyard Electrical Pedestals	LS	1	850.00	\$ 850.00
Arena Sidewalk Replacement						
701	00913-917	Sawcutting of Elevated Sidewalk	LF	590	14.00	\$ 8,260.00
702	00913-917	Removal and Existing Elevated Sidewalk	SF	5190	14.00	\$ 72,660.00
703	00913-917	New Concrete Grade Beam	LF	119	305.00	\$ 36,295.00
704	00913-917	New Elevated Sidewalk	SF	5190	79.00	\$ 410,010.00
Total Construction Cost:					\$ 2,178,344.00	

Total Bid In Words: Two million, one-hundred seventy-eight thousand, three-hundred forty four dollars and no cents.



PCO #1

Potential Change Order #01 : Grouted Rip Rap

PCO Number/Revision: PCO # 01 / 0 Contract: MetraPark Arena Lot & Rideshare

Description of work: Install grouted rip rap along toe of boulder slope on east side of Arena Lot

Item Description				
Description	Unit	UOM	Cost	Total
Labor/Manhours				
Superintendent	12.0	HR	\$85.00	\$1,020.00
Operator	18.0	HR	\$60.00	\$1,080.00
Laborer	24.0	HR	\$55.00	\$1,320.00
Transport Driver	2.0	HR	\$55.00	\$110.00
				\$0.00
Total Labor				\$3,530.00
Equipment				
Mini Excavator	12.0	HR	\$70.00	\$840.00
JD 644 Loader	6.0	HR	\$110.00	\$660.00
Skid Steer Loader	12.0	HR	\$70.00	\$840.00
Side Dump Tractor & Trailer	2.0	HR	\$95.00	\$190.00
Work Truck	12.0	HR	\$22.00	\$264.00
				\$0.00
				\$0.00
Total Equipment				\$2,794.00
Work Items/Materials				
Rip Rap	36.0	TN	\$84.44	\$3,040.00
Grout	10.0	CY	\$165.00	\$1,650.00
Fabric	100.0	SY	\$3.50	\$350.00
				\$0.00
Total Materials				\$5,040.00
Mark Up			15%	\$1,704.60
Taxes, Bonds, Insurance			3%	\$340.92
Grand Total				\$13,409.52

Schedule Impact	Yes ☒	No ☐
Notes on Contract Time: Two (2) Additional working day needed		

Signature & Printed Name of Project Representative

Date

Signature of Askin Construction Representative

Chad Hasler

From: Yellowstone Valley Rock Supply <yvrocksupply@gmail.com>
Sent: Monday, October 2, 2023 8:03 PM
To: Chad Hasler
Subject: Metra 6" rip rap

Categories: Metra Park Arena Lot & Rideshare Extension

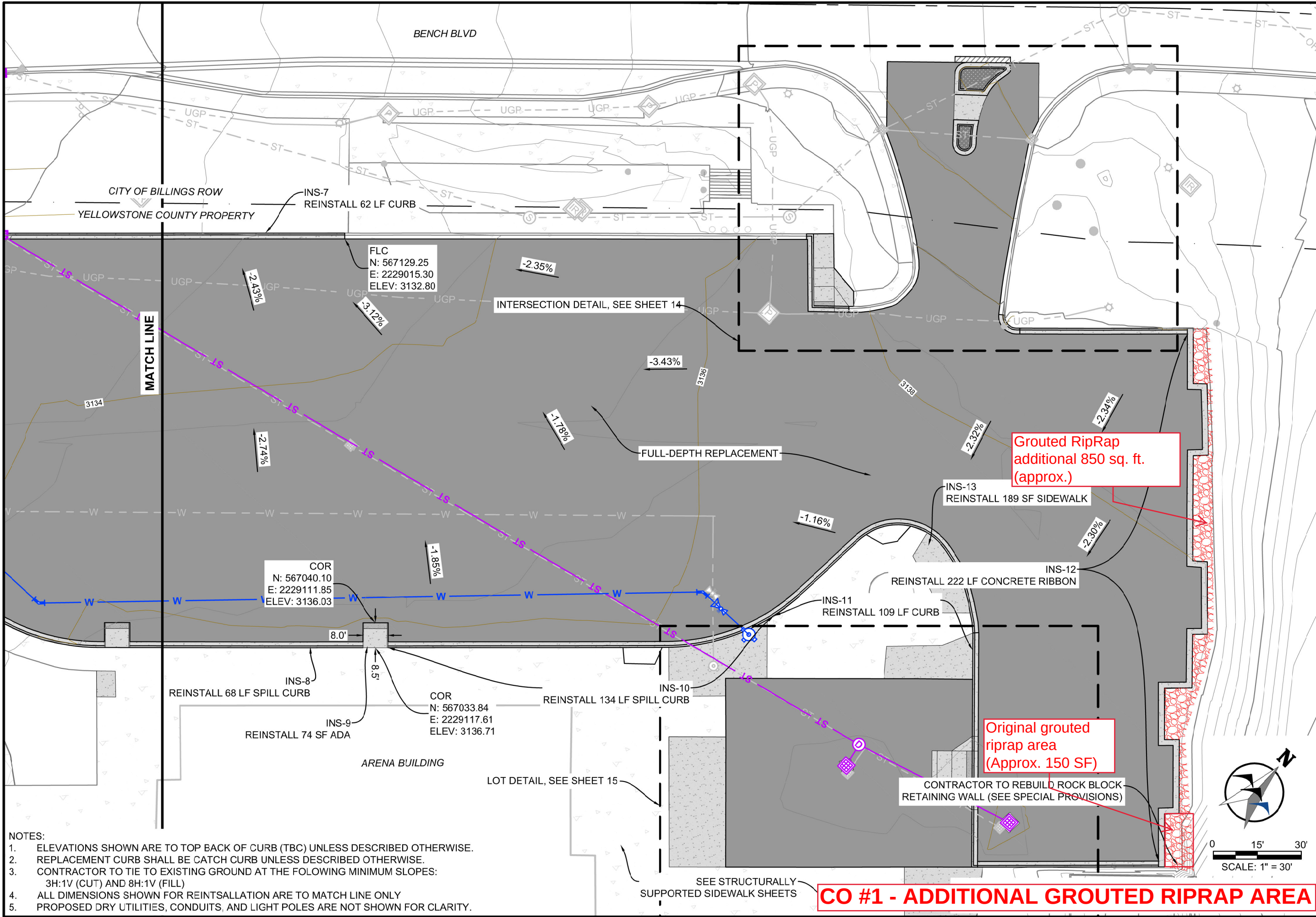
Chad,

We will deliver 4-8" rip rap to the metra for \$65/ton plus \$350 per delivery. That will take 2 trips. 36 ton * \$65/ton + \$700 = \$3,040.

Thank you,

Torry

K:\Sheridan\Yellowstone County, MT\2021\555 MetraPark Infrastructure Improvements\05CAD\Drawings\PLAN_SET\03_Arena_Trailer\Lot\PlanSet\04_Improvements\Arena Lot\21555-ARENA LOT-IMPROVEMENTS.dwg IMPROVE ARENA LOT (2) 7/19/2023 9:58:50 AM



REVISION		BY	DATE
NO.			

PREPARED BY: **WWC ENGINEERING**
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

PROJECT NO. 2021-555

YELLOWSTONE COUNTY
ARENA LOT AND RIDESHARE EXTENSION CONSTRUCTION PROJECT
ARENA LOT IMPROVEMENT PLAN
BILLINGS, MT

DESIGNED BY: **GJ**
DRAWN BY: **ZSL**
CHECKED BY: **GTR**
DATE: 6/1/2023

SHEET
12



PCO #2

Potential Change Order #02 : Rideshare Conduit Addition

PCO Number/Revision: PCO # 02 / 0 Contract: MetraPark Arena Lot & Rideshare

Description of work: The County has requested that additional conduit and cable be added to accommodate the ticket booth at the VIP Parking Lot

Item Description				
Description	Unit	UOM	Cost	Total
Labor/Manhours				
Superintendent		HR	\$85.00	\$0.00
Operator		HR	\$60.00	\$0.00
Laborer		HR	\$55.00	\$0.00
Transport Driver		HR	\$55.00	\$0.00
				\$0.00
Total Labor				\$0.00
Equipment				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Equipment				\$0.00
Work Items/Materials				
ACE Electric FO 2 Proposal - Base	1.0	LS	\$8,300.00	\$8,300.00
ACE Electric FO 2 Proposal - Adder	1.0	LS	\$10,350.00	\$10,350.00
				\$0.00
				\$0.00
Total Materials				\$18,650.00
Mark Up			15%	\$2,797.50
Taxes, Bonds, Insurance			3%	\$559.50
Grand Total				\$22,007.00

Schedule Impact Yes ☒ No ☐

Notes on Contract Time: Three (3) Additional contract days requested

Any landscaping or hardscaping disturbed to be paid under established unit pricing in place for the contract.

Signature & Printed Name of Project Representative

Date

Signature of Askin Construction Representative



Metra Rideshare
FO 2

Conduit [1.5"] installed from the Metra to the south face of the tunnel.

Coring [3], trenching, and conduit included.

LS – 8,300.00

Adder to extend conduit from the south face of the tunnel to the existing junction box in the Premium Parking Area.

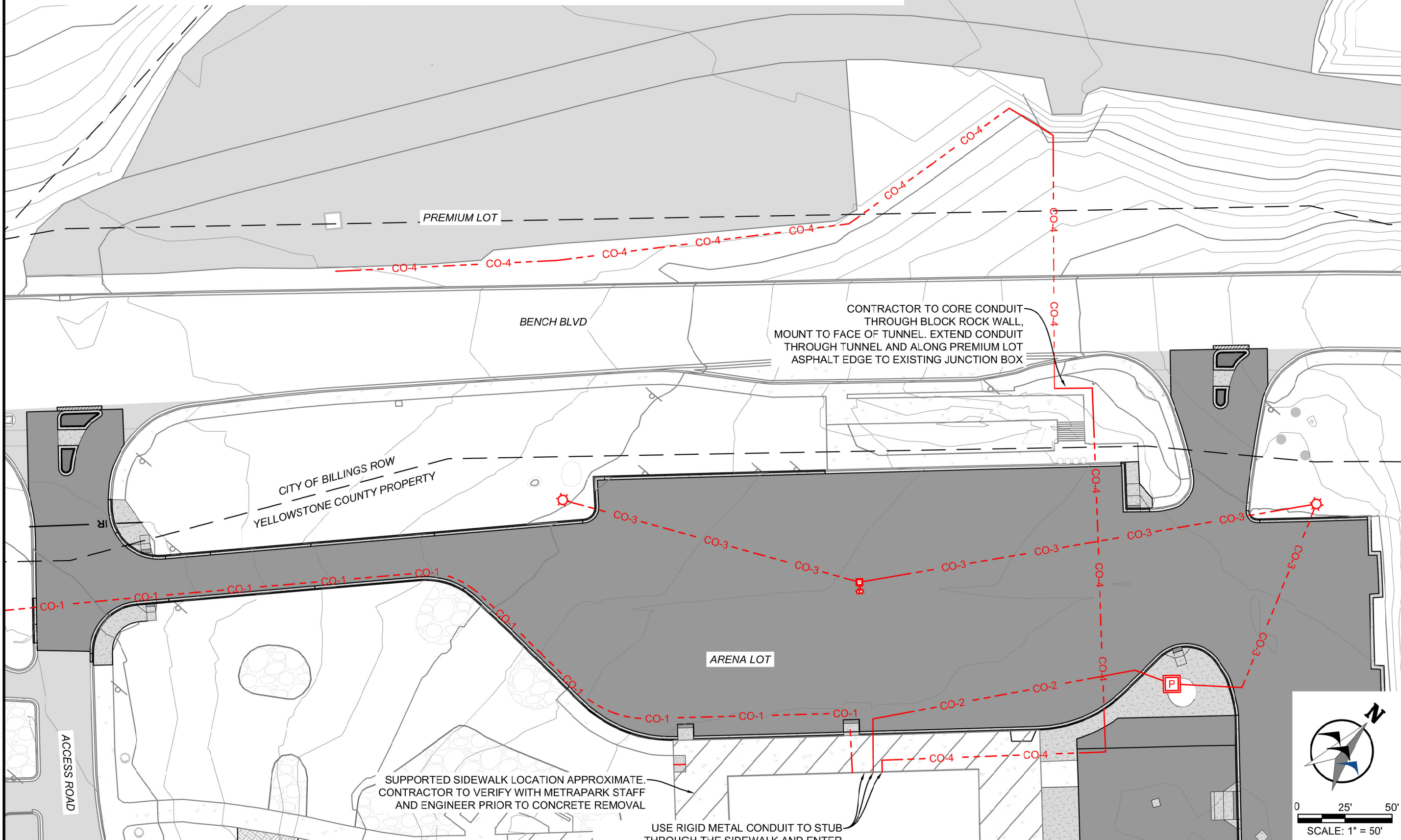
Conduit [GRC and PVC], coring and trenching included.

LS – 10,350.00

K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\05CAD\Drawings\FO-21555-FO-2-CONDUIT.dwg PROPOSED POWER AND LIGHTING IMPROVEMENTS 10/13/2023 8:56:15 AM

LEGEND:

- CO-1 --- 2-2" SCHEDULE 80 PVC CONDUIT FOR FUTURE WIRING
- CO-2 --- 2" SCHEDULE 80 PVC CONDUIT 3) AWG NO. 2 (PEDESTAL), 1) AWG NO. 2 (GND.), 1.5" SCHEDULE 80 PVC CONDUIT FUTURE DATA CABLE.
- CO-3 --- 2-1" SCHEDULE 80 PVC CONDUIT WITH 2) AWG NO. 8 (LIGHTING), 1) AWG NO. 10 (GROUND) POWER AND SPARE CONDUIT FOR FUTURE WIRING.
- CO-4 --- 1.5" SCHEDULE 80 PVC CONDUIT FUTURE DATA CABLE (ADDITIONAL CONDUIT, CHANGE ORDER #1)



NOTES:

- CONDUIT IS TO PASS UNDER STEEL BEAMS FOR SUPPORTED SIDEWALK.
- SUPPORTED SIDEWALK IS NOTED HERE WITH

USE RIGID METAL CONDUIT TO STUB THROUGH THE SIDEWALK AND ENTER THE ARENA BUILDING VIA A CORE HOLE THROUGH THE EXTERIOR, RESEAL CORE HOLE

CO #1 - ADDITIONAL CONDUIT

NO.	REVISION	BY	DATE
1	FIELD ORDER 2 - ADDITIONAL CONDUIT TO TUNNEL (CO-4 SHOWN THIS SHEET)	ZSL	9/11/2023

PROJECT NO. 2021-555

PREPARED BY

550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

YELLOWSTONE COUNTY
ARENA LOT AND RIDESHARE EXTENSION CONSTRUCTION PROJECT
PROPOSED POWER AND LIGHTING IMPROVEMENTS
BILLINGS, MT

DESIGNED BY: GJ
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 9/11/2023

SHEET
1



PCO #3

Potential Change Order #03 : Temporary Fence around Arena

PCO Number/Revision: PCO # 03 / 0 Contract: MetraPark Arena Lot & Rideshare

Description of work:

Item Description				
Description	Unit	UOM	Cost	Total
Labor/Manhours				
Superintendent		HR	\$85.00	\$0.00
Operator		HR	\$60.00	\$0.00
Laborer		HR	\$55.00	\$0.00
Transport Driver		HR	\$55.00	\$0.00
				\$0.00
Total Labor				\$0.00
Equipment				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Equipment				\$0.00
Work Items/Materials				
Montana Fence Proposal	550.0	LF	\$6.00	\$3,300.00
				\$0.00
				\$0.00
				\$0.00
Total Materials				\$3,300.00
Mark Up			15%	\$495.00
Taxes, Bonds, Insurance			3%	\$99.00
Grand Total				\$3,894.00

Schedule Impact Yes ☐ No ☐

Notes on Contract Time: 0 Additional working day needed

Signature & Printed Name of Project Representative

Date

Signature of Askin Construction Representative

MONTANA FENCE



7403 Entryway Drive
Billings, MT 59101

(406) 259-6511
www.montanafence.com

Customer Information:

Customer Name: Chad Hasler, Askin Construction
Email: chadh@askinconstruction.com
Phone Number: 406.702.1097 Office 406.570.4320 Cell
Address: 3300 2nd Ave N #3, Billings, MT 59101
Project Name: Metra Park
Installation Address: 308 6th Ave N, Billings, MT 59101
Specific date that temp fence is needed: 9-15-23.

We propose to bid the following items:

Item Description	Quantity	Unit Price	Total
55 - 6' Tall x 10' Wide Temporary Chain Link Panels (Includes Stands and clamps)	LNFT	\$6.00	\$ 3,300.00
Total:			\$ 3,300.00

***Montana fence will deliver, set up, and pick up temp fence when customer is done using it. ***

**Price is valid for 1yr after which 50% will be applied to total billing.*

Damaged fence panels are charged at \$103.00 per panel and damaged stands at \$19.00.

Relocation/adjusting of any kind to the panels is to be bill at \$206.00/HR including travel time.

*(This includes if the panels get blown over by the wind) **

If a bond is needed, the bond charge would be 1.5% for a year. Please note that this would be in addition to the price listed above.

Bid Excludes: Staking, Grading, Clearing, Grubbing, Spoils Removal, Coring, Concrete Flatwork, Electrical, Traffic Control, Access Controls, Temp Fence, Signage or Grounding.
(Unless otherwise noted above)

If you have any questions, please feel free to contact us at 1-406-259-6511.

Thank you
Montana Fence Co.
Drew Niles
drew.n@montanafence.com
406-259-6511

Customer Signature: _____ **Date:** _____

MetraPark Infrastructure Improvements Project
Arena Lot and Rideshare Extension Construction Project
Arena Lot Courtyard Resurfacing
Prepared by: WWC Engineering
October 17, 2023

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
Arena Lot - Surfacing & Site Work						
201	MPWSS	Excavation Above Subgrade	CY	41	\$45.00	\$1,845.00
203	00910	4" Asphalt Pavement - 7" Crushed Base	SY	133	\$46.00	\$6,118.00
205	00910	Concrete Removal	SY	221	\$27.00	\$5,967.00
207	00910	Concrete Sidewalk	SF	832	\$7.50	\$6,240.00
209	00910	ADA Ramp	SF	69	\$20.00	\$1,380.00
Total Construction Cost:					\$21,550.00	

1. Table shows estimated additional cost and quantities for areas not shown on Engineering Plans.

YELLOWSTONE COUNTY ARENA LOT AND RIDESHARE EXTENSION CONSTRUCTION PROJECT COURTYARD RESURFACING <i>BILLINGS, MT</i>	DESIGNED BY: <u>GJ</u>	PREPARED BY  WWC ENGINEERING 550 S. 24TH ST. W. SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com	NO.	REVISION	BY	DATE
	DRAWN BY: <u>ZSL</u>		1	COURTYARD REVISIONS/GRADING	GJ	9/28/23
	CHECKED BY: <u>GTR</u>					
	DATE: <u>9/28/2023</u>					
SHEET 1		PROJECT NO. 2021-555				

B.O.C.C. Regular

Meeting Date: 10/24/2023

Title: Approval of Contract Change Order #1 - 2023 RSID 798 Overlay

Submitted By: Mike Black

TOPIC:

Change Order #1 with Hardrives Construction, Inc. for the 2023 RSID 798 Overlay

BACKGROUND:

Routine additional work as project proceeds.

Addition of scope and amount of work for various roads.

RECOMMENDED ACTION:

BOCC to approve

Attachments

Contract Change Order #1

No. 1

Effective Date: *12 – October – 2023*

Page 1 of 1

PO Box 2535
Billings, MT 59103
Office • 406.245.3128
Fax • 406.245.8834



PAVING • GRADING • PAVEMENT MAINTENANCE • ASPHALT • CHIP SEAL • SEAL COAT • CRACK SEAL • SLURRY SEAL TYPE I – II – III

Yellowstone County:

Patching and related items on Sweet William Ave. \$6,550.00

Thanks

Jody Teske

Project Manager

Licensed • Bonded • Insured

CERTIFIED DBE CONTRACTOR

WWW.HARDRIVES-ASPHALT.COM



hardrives@hardrives-asphalt.com

OUR REPUTATION HAS BEEN BUILT ONE SATISFIED CLIENT AT A TIME

B.O.C.C. Regular

5. a.

Meeting Date: 10/24/2023

Title: YCSO-Fisher's Technology Service Agreements

Submitted By: Carol Redler

TOPIC:

Service Agreements for New Copiers at YCDF and YCSO

BACKGROUND:

N/A

RECOMMENDED ACTION:

Consent.

Attachments

YCDF CANON
DETS KONICA
FRONT DESK KONICA
CIVIL KONICA

Customer Information				Terms																																																									
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Service Agreement Terms and Conditions

This Agreement (Contract) is between Fisher's Document Systems (FDS) and FDS's servicing client (Client). This Contract shall remain in effect for the lesser of the service agreement contract term or the term of any associated lease agreement. For service and supplies agreements, the Client will be billed on a monthly, quarterly, annual or semi-annual basis for the contracted minimum payment (payable in advance of each period) plus overages for the previous period. Other service charges will be billed on an as-needed basis.

FDS will provide service calls and routine maintenance during its normal business hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays, or Fisher's holidays. Special rates are available for service beyond normal business hours.

This Contract will automatically renew on an annual basis unless a written notice of cancellation is received by either party thirty days prior to the expiration date. FDS reserves the right to escalate service pricing on an annual basis for the base and overage meter charges. FDS reserves the right to withhold service and supplies or to cancel this agreement if the account is over thirty days past due. In the event of cancellation due to non-payment, FDS will bill the account for any service or supplies provided up to and including the date of cancellation plus early termination fees. Early termination may occur unless service is bundled with a lease or equipment rental and will be calculated based on the annual renewal date. The fees are as follows: 1 to 4 months into current contract period yields 4 times monthly contract amount; 5 to 8 months into current contract period yields 3 times monthly contract amount; 9 to 12 months into current contract period yields 2 times monthly contract amount. Any excess parts or supplies provided by FDS under the terms of the Contract will remain the property of FDS and must be returned at the expiration or termination of this Contract. This Contract may not be transferred to another individual and/or business without prior written authorization from FDS. All invoices are net 15. Interest will be calculated at the rate of 18% per annum on invoices unpaid after 30 days. Minimum charge of \$5.00 will apply. Client agrees to pay any and all costs, including attorney fees, that may be incurred to collect past due amounts.

Service and Supplies Agreement. The services covered under a service and supplies agreement include parts, labor, emergency calls (during normal business hours), product maintenance required to keep the equipment operating properly, initial networking of network-connected devices, and training of the Client's key operators. The services covered under this agreement do not include: Paper, staples, exterior hardware (doors, covers, operation panels, paper cassettes, lost manuals), in-shop rebuilds on equipment over five years old or that have surpassed the manufacturer's recommended useful life, labor to clean toner spills, additional counting or monitoring devices (i.e.: Equitrac, eCopy, or Hecon), equipment relocation, or any service required due to accident, abuse, misuse, theft, neglect or damage caused by moving companies, fire, flood or any other force of nature. Toner yield is based on 6% page coverage per meter click for black and white and 20% coverage for color images. FDS may bill for additional toner if toner consumption exceeds these yields. Networked devices, driver upgrades/reinstalls, printing and scanning issues are not covered under this Contract for ongoing services unless the STANDARD or PREMIUM service level agreement is purchased. Client locations that are twenty-five miles beyond the closest FDS location will be subject to an additional trip charge if not specifically included in base contract fee and may be subject to the cost of freight for toner and parts. FDS retains the option to include a fuel surcharge for any contract or services provided and/or a supplies delivery charge. Minimum billings for the machine meter count (print, copy, scan) and any excess meter charges will be invoiced to the Client and due upon receipt. The meter will advance once for each 8 $\frac{1}{2}$ x 11 (letter) page and twice for each 11 x 17 (ledger) page. When in duplex mode, the meter will advance twice for each letter page and four times for each ledger page. The minimum and excess charges include all emergency service, routine maintenance and required parts and/or supplies as dictated by selected service level agreement.

NetSource Support Agreement. Standard and Premium packages cover post-installation network engineering services such as: Software drivers, driver updates, network cables, and hub/switches (if provided by FDS). Also included is telephone support and support for printing or scanning issues directly related to the contracted equipment. These agreements are sold at a flat rate annual price as listed on front side of this Contract. Products and services not included in Standard and Premium plans are: Service required after end-user installation of software, software updates, changes to the operating systems or additional workstations, servers, any change to the network environment, or network support for hardware and software not provided by FDS. FDS will provide technical assistance at an hourly service rate for any labor required to repair or service items not covered by these agreements plus the cost of required parts.

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Client Responsibility. It is the Client's responsibility to provide an electrical power source that meets the manufacturer's specifications without the need of adaptors or extension cords. Surge protectors/power filters will be required on all contracts. Equipment sold by FDS will include a surge protector which will remain the property of FDS. The Client will also be responsible for performing normal operator care and cleaning as outlined in the user manual. This includes but is not limited to: Color calibration, cleaning of slit and contact glass, removal of paper jams, installation of toner, image units, waste tanks and staples, and disposal of waste hole punch, trimmed staples, and toner waste tanks. The Client is solely responsible for normal operator functions such as system backups, virus scans, and network security. If certain repair items become unavailable from the manufacturer, this Contract can be terminated by either party or remain in effect and continue to provide the services described above except to exclude those parts that are no longer available.

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Customer Information

Billing Location

Business Name Yellowstone County Sheriff's Office - Detectives
Address 2323 2nd Ave N
City, State, Zip Billings, MT, 59101
Contact Carol Redler
Phone Number 406-256-2927
Fax Number 406
Email credler@yellowstonecountymt.gov
Customer # _____

Equipment Location

☒ Same as Billing

Business Name Yellowstone County Sheriff's Office - Detectives
Address 2323 2nd Ave N
City, State, Zip Billings, MT, 59101
Contact Carol Redler
Phone Number 406-256-2927
Fax Number 406
Email credler@yellowstonecountymt.gov
Customer # _____

Terms

☒ Single Invoice Billing

Contract Number _____

Effective Date On Delivery Term 12 Months Zone _____

Base Billing Period

☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

	Base Billing	Images Included	Overage Rate
B/W	\$19.58	2,200	\$0.0089
Color	\$96.60	1,400	\$0.0690
HP B/W			
HP Color			
Other Printer			

Overage Billing Period

Total Base Billing \$ 116.18

☐ Monthly ☒ Quarterly

Service Level

☒ Basic Includes parts, labor, toner, consumables. *Excludes network support, paper, staples, and machine moves.*

☐ Net/Con+ Includes NetSource support, parts, labor, toner, consumables. *Excludes paper, staples, and machine moves.* Annual service level fee of \$ _____, to be prorated and billed in conjunction with base billing cycle.

Equipment

Make	Model	Serial Number	Equip#	B/W Start Meter	Color Start Meter
Konica	bizhub C450I				

Notes

Acceptance

This agreement, the terms and conditions on reverse side, and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.


Customer Signature

10/19/23
Date

Mike Linder
Printed Name

Fisher's Authorized Signature

Date

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			 Customer Signature <u>10-19-23</u> Date																																																														
			<u>Mike Linder</u> Printed Name																																																														
			_____ Fisher's Authorized Signature _____ Date																																																														

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FDS will provide service calls and routine maintenance during its normal business hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays, or Fisher's holidays. Special rates are available for service beyond normal business hours.

This Contract will automatically renew on an annual basis unless a written notice of cancellation is received by either party thirty days prior to the expiration date. FDS reserves the right to escalate service pricing on an annual basis for the base and overage meter charges. FDS reserves the right to withhold service and supplies or to cancel this agreement if the account is over thirty days past due. In the event of cancellation due to non-payment, FDS will bill the account for any service or supplies provided up to and including the date of cancellation plus early termination fees. Early termination may occur unless service is bundled with a lease or equipment rental and will be calculated based on the annual renewal date. The fees are as follows: 1 to 4 months into current contract period yields 4 times monthly contract amount; 5 to 8 months into current contract period yields 3 times monthly contract amount; 9 to 12 months into current contract period yields 2 times monthly contract amount. Any excess parts or supplies provided by FDS under the terms of the Contract will remain the property of FDS and must be returned at the expiration or termination of this Contract. This Contract may not be transferred to another individual and/or business without prior written authorization from FDS. All invoices are net 15. Interest will be calculated at the rate of 18% per annum on invoices unpaid after 30 days. Minimum charge of \$5.00 will apply. Client agrees to pay any and all costs, including attorney fees, that may be incurred to collect past due amounts.

Service and Supplies Agreement. The services covered under a service and supplies agreement include parts, labor, emergency calls (during normal business hours), product maintenance required to keep the equipment operating properly, initial networking of network-connected devices, and training of the Client's key operators. The services covered under this agreement do not include: Paper, staples, exterior hardware (doors, covers, operation panels, paper cassettes, lost manuals), in-shop rebuilds on equipment over five years old or that have surpassed the manufacturer's recommended useful life, labor to clean toner spills, additional counting or monitoring devices (i.e.: Equitrac, eCopy, or Hecon), equipment relocation, or any service required due to accident, abuse, misuse, theft, neglect or damage caused by moving companies, fire, flood or any other force of nature. Toner yield is based on 6% page coverage per meter click for black and white and 20% coverage for color images. FDS may bill for additional toner if toner consumption exceeds these yields. Networked devices, driver upgrades/reinstalls, printing and scanning issues are not covered under this Contract for ongoing services unless the STANDARD or PREMIUM service level agreement is purchased. Client locations that are twenty-five miles beyond the closest FDS location will be subject to an additional trip charge if not specifically included in base contract fee and may be subject to the cost of freight for toner and parts. FDS retains the option to include a fuel surcharge for any contract or services provided and/or a supplies delivery charge. Minimum billings for the machine meter count (print, copy, scan) and any excess meter charges will be invoiced to the Client and due upon receipt. The meter will advance once for each 8½ x 11 (letter) page and twice for each 11 x 17 (ledger) page. When in duplex mode, the meter will advance twice for each letter page and four times for each ledger page. The minimum and excess charges include all emergency service, routine maintenance and required parts and/or supplies as dictated by selected service level agreement.

NetSource Support Agreement. Standard and Premium packages cover post-installation network engineering services such as: Software drivers, driver updates, network cables, and hub/switches (if provided by FDS). Also included is telephone support and support for printing or scanning issues directly related to the contracted equipment. These agreements are sold at a flat rate annual price as listed on front side of this Contract. Products and services not included in Standard and Premium plans are: Service required after end-user installation of software, software updates, changes to the operating systems or additional workstations, servers, any change to the network environment, or network support for hardware and software not provided by FDS. FDS will provide technical assistance at an hourly service rate for any labor required to repair or service items not covered by these agreements plus the cost of required parts.

Software Support Agreement. Support for software applications and equipment add-ons is available for the rates and terms listed on the front side of this Contract. Specific terms and conditions of any software support agreements will be detailed in an attached document.

Client Responsibility. It is the Client's responsibility to provide an electrical power source that meets the manufacturer's specifications without the need of adaptors or extension cords. Surge protectors/power filters will be required on all contracts. Equipment sold by FDS will include a surge protector which will remain the property of FDS. The Client will also be responsible for performing normal operator care and cleaning as outlined in the user manual. This includes but is not limited to: Color calibration, cleaning of slit and contact glass, removal of paper jams, installation of toner, image units, waste tanks and staples, and disposal of waste hole punch, trimmed staples, and toner waste tanks. The Client is solely responsible for normal operator functions such as system backups, virus scans, and network security. If certain repair items become unavailable from the manufacturer, this Contract can be terminated by either party or remain in effect and continue to provide the services described above except to exclude those parts that are no longer available.

Meter Collection Obligations. The Client agrees to provide FDS with accurate and timely meter readings at the end of the billing period. Several options for meter read collection are available including automated remote meter collection (which may carry an additional software cost), email, website, fax, or telephone meter collection. In the case of automated remote meter collection, the Client agrees to accept the accuracy of such readings at the time of billing and reserves the right to audit those readings at any time.

No Liability for Consequential Damages. FDS will, at the request of the Client, install network copiers/printers and other related products, on the Client's designated network, servers or workstations. In no event shall FDS be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the installation process of these software and hardware products.

Customer Information				Terms																																																													
Billing Location Business Name <u>Yellowstone County Sheriff's Office- Civil</u> Address <u>2323 2nd Ave N</u> City, State, Zip <u>Billings, MT, 59101</u> Contact <u>Carol Redler</u> Phone Number <u>406-256-2927</u> Fax Number <u>406</u> Email <u>credler@yellowstonecountymt.gov</u> Customer # _____				☒ Single Invoice Billing Contract Number _____ Effective Date <u>On Delivery</u> Term <u>12</u> Months Zone _____ Base Billing Period ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually																																																													
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B.O.C.C. Regular

5. b.

Meeting Date: 10/24/2023

Title: YCSO-City of Billings MOU Public Safety Software Support

Submitted By: Carol Redler

TOPIC:

Renewal of Existing Agreement between YCSO and City of Billings for Tyler Technologies Public Safety Software Maintenance and Support

BACKGROUND:

See attachments.

RECOMMENDED ACTION:

Consent & sign.

Attachments

YCSO-City MOU

Tyler Support Amendment

Cost share spreadsheet

MEMORANDUM OF UNDERSTANDING (MOU)

Tyler Technologies, Inc. - Public Safety Software & 1 Year Support Amendment

1. Parties

This Memorandum of Understanding (MOU) is made between Yellowstone County (“County”) and the City of Billings (“City”) (collectively “the Parties”) as public entities in recognition of the benefits of intergovernmental cooperation to better serve the collective interests of both and the public which they each serve.

2. Purpose

The Parties wish to continue to work cooperatively on the use, maintenance, and renewal of the Tyler Technologies, Inc. - Public Safety Software (previously known as the New World MSP Software), including in particular a one (1) year Maintenance and Support Agreement (“Support Agreement”) to be executed by the City for the on-going maintenance and support of the software.

3. Effective Date

This MOU is effective upon written approval by both the City and the County and shall remain in effect for the one (1) year term of the Support Agreement. Thereafter a new MOU may be negotiated between the Parties.

4. Responsibilities

The City has an existing Master Agreement with Tyler Technologies, Inc. (previously New World Systems) for the core application software used by both the City and the County. The City will sign a one (1) year Support Agreement with Tyler Software as set forth above that covers maintenance and support services for the Tyler Software product in use by the Parties and with an effective date of November 1, 2023. The County agrees to pay the City the pre-determined portion of the cost of the Support Agreement as set forth in Exhibit “A” attached hereto and incorporated herein by reference. Upon receiving an invoice from Tyler Technologies, Inc. the City will bill the County for their portion of the costs. The County agrees to pay the City within thirty (30) days of receipt of the bill.

5. Contacts

City of Billings: David Watterson, Information Technology Director: (406) 657-8330

Yellowstone County: Michael Linder, Sheriff: (406) 256-2929

6. Modifications and Amendments

Any amendment or modification of this MOU 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 MOU.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year written below.

Signed this _____.

CITY OF BILLINGS, MONTANA

Signed this _____.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
WILLIAM A. COLE, MAYOR

By _____
JOHN OSTLUND, CHAIRMAN

By _____
DONALD JONES, MEMBER

By _____
MARK MORSE, MEMBER

Memorandum of Understanding (MOU)

Tyler Technologies, Inc. - Public Safety Software & 1 Year Support Amendment

Exhibit "A"

(Excel Sheet)



Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Billings, MT ("Client").

WHEREAS, Tyler and Client are parties to a Software License and Subscription agreement dated July 8, 2013 ("Agreement") under which Client licensed the software itemized therein; and

WHEREAS, Tyler and Client desire to update the maintenance and support services terms and reset the maintenance and support fees.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The term, as set forth in Exhibit C, the Standard Software Subscription Agreement (SSSA) of the Agreement, is hereby amended to commence on November 1, 2023 for a period of one (1) year. Thereafter, the term shall automatically renew for additional one (1) year terms, at our then current rates.
2. The software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
3. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
4. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
5. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Billings, MT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit 1

Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on November 1, 2023 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year term unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the initial term for the Tyler Software are hereby reset, and shall be invoiced in advance of November 1, 2023, in the amount of \$225,197. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 a) provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).
 - b) emergency 24-hour per day telephone support, for Enterprise Public Safety CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Enterprise Public Safety CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services; and
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and



enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you; and
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided as Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.



The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Tyler Technologies - Public Safety Software 1 Year Contract Licensing

Software License

CAD

Enterprise CAD Combined LE/Fire/EMS (25% each)	\$29,715
CAD AVL	\$2,730
Web CAD Monitor	\$6,300
CAD to CAD Interface	\$4,200
E-911 Interface	\$2,940
CAD NCIC Interface	\$6,300
Pre-Arrival Questionnaire Interface	\$2,940
CAD Data Mart / Includes 3-4 users	\$2,100

Maintenance

LERMS

MSP Multi-Jurisdictional Law Enforcement Records (PD 80% - Sheriff 20%)	\$17,741
Activity Reporting and Scheduling (PD 80% - Sheriff 20%)	\$2,520
Career Criminal Registry (parolee, sex offender) (Sheriff - 100%)	\$2,520
Case Management (PD 80% - Sheriff 20%)	\$2,520
Data Analysis/Crime Mapping/Management Reporting (LERMS) (PD 80% - Sheriff 20%)	\$5,250
Field Investigations (PD 80% - Sheriff 20%)	\$2,520
Gun Permits and Registrations (Sheriff - 100%)	\$2,520
NCIC Interface (PD 80% - Sheriff 20%)	\$13,020
Law Enforcement Records Management Data Mart / Includes 3-4 users (PD 80% - Sheriff 20%)	\$2,100

Fire Records

MSP Fire Records Software	\$12,180
NFIRS 5.0 Electronic Reporting	\$5,460
Data Analysis/Management Reporting (FRMS)	\$3,780
Equipment Tracking and Maintenance	\$3,780
Fire Records Management Data Mart / Includes 2 users	\$1,260

Corrections

MSP Corrections Management Software	\$15,330
State Corrections Reporting	\$5,460
Data Analysis/Management Reporting	\$2,940
Livescan Interface	\$2,940
Public Safety Lineups/Mug Shots	\$630
Corrections Management Data Mart / Includes 2 users	\$1,260

Mobile

Enterprise Law Enforcement Mobile Server Software	\$19,950
Fire Dispatch/Messaging [11]	\$924
Drivers License Mag Stripe Reader/Barcode Reader Interface [67] (Police 100%)	\$1,407
In-Car Mapping / AVL [38] (PD 80% - Sheriff 20%)	\$1,197
LE Dispatch/Messaging/State/NCIC [220] (PD 80% - Sheriff 20%)	\$18,480

B.O.C.C. Regular

Meeting Date: 10/24/2023

Title: Family Stabilization Program - Placements in the 22nd Judicial District

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Family Stabilization Program - Placements in the 22nd Judicial District Contract #PIF22-28

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Family Stabilization Program - Placements

**Family Stabilization Program - Placements
In the 22nd Judicial District
Contract #PIF22-28**

THIS CONTRACT is entered into by and between the State of Montana, **Office of the Court Administrator**, whose address and phone number are PO Box 203005, Helena, MT 59601 and (406) 841-2950 and the **22nd Judicial District Youth Court** whose address and phone number are Youth Probation Office, 809 E 4th Ave, Columbus, MT 59019 and (406) 665-9814, (hereinafter collectively referred to as the "State"), and **Youth Services Center, Ted Lechner** (hereinafter referred to as the "Contractor"), whose address and phone number are P.O. Box 30856, Billings, MT 5910, (406) 256-6825. The purpose of this contract is to provide **FY 2022 Preventive Incentive Funds (PIF22)** to the 13th Judicial District Youth Court Services for Family Stabilization Program Services.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

The Contract shall take effect upon full execution and terminates **June 30, 2024**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it.

2. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide to the State the following:

The Contractor agrees to provide to the State the following services, which are inclusive within the \$145 per youth per day rate for services as needed and or required for youth:

- Shelter care stay for up to 45 days as approved by the Placement Committee. Thirty-day extensions may be provided by mutual agreement of the State and the Contractor and as approved by the Placement Committee.
- Youth will receive at a minimum 2 hours per week of individual and one hour per week of family-based services while in shelter care.
- Youth aftercare services upon discharge from shelter care for up to 90 days at no additional cost. Recommendations for aftercare services will be shared with State staff. Recommendations for aftercare may include any of the following services: individual and/or family counseling, access to individualized follow up support, or other services specified by Youth Services Center staff.
- Outpatient drug and alcohol treatment as required while in shelter care.
- Recommendations for further treatment and urinalysis will be made by Youth Service Center personnel.
- Youth Services Center will include with their invoice an outcome report identifying successful participation/completion of the program.

3. WARRANTIES

3.1 Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

3.2 Warranties Regarding Organization, Authority, No Conflict, and Enforceability. Contractor is a business entity duly organized, validly existing and in good standing under the laws of the State of Montana and has the power and authority to enter into the Contract and the transactions contemplated therein. The

consummation of the transactions contemplated in the Contract shall not conflict with or result in a breach of any of the terms, provisions or conditions of Contractor's charter documents, any applicable laws or any order, writ, injunction, judgment or decree of any court, regulatory or governmental authority or any agreement or instrument to which Contractor is a party or by which Contractor is bound. The Contract has been duly authorized, executed and delivered by Contractor and is valid, enforceable and binding upon Contractor in accordance with its terms. Contractor is not subject to any pending or threatened litigation or governmental action that could interfere with performance of its obligations hereunder.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the following schedule:

Shelter care and service portion of the Family Stabilization Program will be billed at \$155.00 per youth per day.

Upon discharge from the program and completion of the 90 days of aftercare, additional services will be invoiced at their regular costs.

Individual and family therapy, outpatient drug and alcohol treatment, and urinalysis testing are included in the program daily rate while in shelter care.

Approximately 4 youth will be served

The Contractor is required to participate in and bill the Montana Healthcare Programs and any other health insurance as primary payment for services under this contract. The Montana Healthcare Programs are defined by the Montana Department of Public Health and Human Services (DPHHS), and include Medicaid, HELP, HMK, HMK+, and MHSP. Payment for services will not be covered by this Contract if a participant is eligible for coverage under Montana Healthcare Programs, or any other health insurance plan. State payment for services outlined in this Contract is a last resort after all other revenue streams that the participant is eligible for have been exhausted.

The Contractor cannot bill the State directly for the following:

- State coverage does not include balance billing of the difference between charges and the amount Montana Healthcare Programs or third-party health plan reimbursed for the service.
- For a covered service provided to a Montana Healthcare Program-enrolled member who was accepted as a Montana Healthcare Programs member by the contractor, even if the claim was denied.
- When a third-party health plan does not respond to the contractor's bill.
- When a client fails to arrive for a scheduled appointment. The State may not be billed for no-show appointments

Total payment under this contract may not exceed \$26,100. The Contractor shall submit a monthly invoice to the 22nd Judicial District Youth Court for approval indicating by youth name and dates of service, type of services provided, number of youth served, cost per service, and total cost.

4.2 Withholding of Payment. In addition to its other remedies under this Contract, at law, or in equity, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

4.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

4.4 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 13, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

5.2 Retention Period. Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this Contract, termination of the Contract, or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

5.3 Confidentiality. Contractor agrees that all information received and developed regarding Court participants is confidential in nature. Contractor is authorized to release information regarding participants to the State. Aside from the release of information specifically authorized by this Section, the information gained by the Contractor regarding participants is confidential in nature and not subject to release.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent, (18-4-141, MCA). Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

7. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Contractor's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State.

8. REQUIRED INSURANCE

8.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

8.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by The State. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to the State.

10. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression,

national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

11. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

12. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sosmt.gov>.

13. CONTRACT TERMINATION

13.1 Termination for Convenience. State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of termination. State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

13.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State 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.

13.3 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or

damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

14. EVENT OF BREACH – REMEDIES

14.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 19, Meetings, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

14.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

14.3 Actions in Event of Breach.

Upon Contractor's material breach, State may:

- Terminate this Contract under Section 13.1, Termination for Convenience and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 13.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

15. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

16. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

17. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

18. LIAISONS AND SERVICE OF NOTICES

18.1 Service Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Jaime Fredericks is the State's liaison.
Address: 809 E 4th Ave
Columbus, MT 59019
Telephone: (406) 665-9814
Fax:
E-mail: Jaime.Fredericks@mt.gov

Valerie Weber is Contractor's liaison.
Address: PO Box 35031
Billings, MT 59107
Telephone: (406) 256-6825
Fax:
E-mail: vweber@yellowstonecountymt.gov

18.2 Contract Manager. State's Contract Manager identified below is State's single point of contact and shall perform all contract management under 2-17-512, MCA, on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

Brenda Taylor is the State's Contract Manager
Address: PO Box 203002
Helena, MT 59620-3002
Telephone: (406) 444-1403
Fax: (406) 444-0834
E-mail: brenda.taylor@mt.gov

Valerie Weber is Contractor's Contract Manager
Address: PO Box 35031
Billings, MT 59107
Telephone: (406) 256-6825
Fax:
E-mail: vweber@yellowstonecountymt.gov

18.3 Notifications. State's liaison and Contract Manager and Contractor's liaison and Contract Manager may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

18.4 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for State under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. State reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

19. MEETINGS

Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full

working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

20. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

21. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 7, Defense, Indemnification/Hold Harmless.

22. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

23. PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

24. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

25. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

26. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

26.1 Contract. This Contract consists of 9 numbered pages, any Attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

26.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

26.3 Survival. The Warranties, Access and Retention of Records, Hold Harmless/ Indemnification, Required Insurance, Event of Breach-Remedies, Transition Assistance, Choice of Law and Venue, Severability, Scope, Entire Agreement and Amendment, and Waiver sections in the contract shall survive the termination or expiration of the contract.

26.4 Construction. The contract will not be presumptively construed for or against either party. Section titles, headings and captions in the contract are for convenience only and will not affect the contract's interpretation. As used in the contract, "will" means "shall," and "include" means "including but not limited to" and "including without limitation."

27. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

28. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

22nd Judicial District
809 E 4th Ave
Columbus, MT 59019

BY: Jaime Fredricks
Jaime Fredricks, Chief JPO

DATE: Sept 6, 2023

Office of the Court Administrator
PO Box 203005
Helena, MT 59601

BY: _____
Beth McLaughlin, Court Administrator

DATE: _____

Youth Services Center
P O Box 30856
Billings, MT 59107

BY: _____
John Ostlund

DATE: _____

B.O.C.C. Regular

7. a.

Meeting Date: 10/24/2023

Title: HAY Committee Recommendation - Deputy Public Works Director

Submitted By: Erika Guy

TOPIC:

HAY Committee Recommendation - Deputy Public Works Director

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

HAY Committee Recommendation - Deputy Public Works Director

Yellowstone County



HUMAN RESOURCES

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

To: Yellowstone Board of County Commissioners

From: Dwight Vigness, H.R. Director on behalf of
Yellowstone County Hay Evaluation Committee
(Val Weber, Jeff Martin, LynnDee Schmidt, Dwight Vigness,) Tim Miller
withdrew from evaluating a position in his department.

Date: October 17, 2023

Re: Review of New Position

The Hay Group and Job Evaluation Committee evaluate a new classification specification of Deputy Public Works Director as recommended by the Board of County Commissioners.

Accordingly, the committee found that the new position should be slotted into grade L range.

Recommendation of the HAY Evaluation Committee:

Title	Grade	Range
Deputy Public Works Director	L	\$93,597- \$132,138

Commissioner's Action

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

Copy: HAY Evaluation Committee
Jennifer Jones, Finance Director

Yellowstone County Class Specification

Class Title	Deputy Public Works Director
Class Code Number	4046
Grade	L
FLSA	Exempt
EEO Function	Streets & Highways (2)
EEO Category	Professional (2)
Date	October 2023

Job Summary

The Deputy Director advises and assists the Director in the management and administration of the Public Works Department; does related work as required. In the absence of the Director, the Deputy Director assumes the Director's responsibilities.

Distinguishing Class Features

The Deputy Public Works Director assists the Director in planning and directing all public works activities. This is highly responsible management and supervisory work in overseeing the planning, maintenance, and construction of County roads, bridges, drainage facilities, subdivision review and regulations, floodplain management and parks in accordance with standards and general policies established by the Public Works Director and the Board of County Commissioners. This position would be the Park Administrator and oversee the development of parks in new subdivisions.

Essential Job Duties and Responsibilities

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

- ❑ Assists in the planning, direction and supervision of the operations and activities of the County Public Works Department, Road & Bridge, Junk Vehicle / Code Enforcement, county parks/floodplain, and Weed divisions.
- ❑ Supervisory duties may include assisting with recruitment and selection of staff, establishing and communicating division goals and performance expectations, monitoring, and evaluating performance, training, motivation and employee relations, corrective action, labor relations and other associated activities. Promotes safe work practices.
- ❑ Gathers and analyzes information; conducts research into operations and procedures; recommends operating procedures, policies and improvements and prepares reports;
- ❑ Assist in the review of private contract projects and subdivision plans for conformance with County policies, standards and accepted engineering practices; meets with architects, engineers, and developers to provide preliminary review of development concept and design;
- ❑ Acts as the Park Administrator and administers and reviews park matters.
- ❑ Assists in preparing agendas, reports and presentations for the Board of Commissioners and attends meetings, some evening meetings, as assigned;
- ❑ Assists the Director of Public Works as liaison between the Public Works Department and Montana state agencies such as Department of Transportation;
- ❑ Assists the Director in crisis situations such as flooding/high intensity rainfall, major snowstorms, major windstorm events or loss of power;

- ❑ Assists in the preparation of the department's budget and in controlling expenditures within fund allocations.
- ❑ Provides technical assistance and support to other divisions and departments developers, builders, contractors and the general public pertaining to county policies and regulations; attends public meetings as requested;
- ❑ Investigates resident inquiries or complaints to determine if Public Works involvement is warranted. Coordinates any measures required by staff to address said inquiries;
- ❑ Assist in the oversight of the major aspects associated with the management of the floodplain regulations;
- ❑ Inspects construction site to monitor progress and ensure conformance to engineering plans, specifications, and construction;
- ❑ Manages construction inspectors in the interpretation of plans and resolution of problems during construction; reviews record drawings to ensure compliance with original plans and specifications;
- ❑ Required to be on call outside of normal working hours;
- ❑ Reviews and processes requests for Rural Special Improvement Districts, petitions to accept or abandon right-of-way, encroachment permits, and site development ordinance variance request;
- ❑ Prepares reports, letters or memos as requested by the Public Works Director or Board of County Commissioners;
- ❑ Performs related work as required.

Required Knowledge and Abilities

Knowledge and understanding of:

- ❑ Supervisory principles and practices;
- ❑ Principles and practices of civil engineering including roadways, traffic control, storm water, etc.;
- ❑ Terminology, methods, practices, and techniques used in complex technical engineering reports;
- ❑ Office procedures, methods, and computer equipment;
- ❑ Geographical Information Systems (GIS); concepts, usage, and software; and
- ❑ Pertinent federal, state and local laws, codes, and regulations including civil engineering laws and regulations.

Skill to:

- ❑ Use computer and data processing technology as applied to engineering drawings, drafts and architectural utilizations;
- ❑ Operate a personal computer using word processing, spreadsheets, and specialized software applications appropriate to assigned duties.

Ability to:

- ❑ Speak clearly and persuasively in positive or negative situations;
- ❑ Write clearly and informatively, varying writing style to meet needs;
- ❑ Observe safety and security procedures;
- ❑ Develop, review and modify complex engineering plans, designs and specifications;
- ❑ Resolve regulatory, public relations and system design questions;
- ❑ Serve as project manager on engineering projects;
- ❑ Assist in the administration of a road surfacing management system;
- ❑ Exercise good judgment, flexibility, creativity and sensitivity in response to changing situations and needs;
- ❑ Promptly respond and handle difficult or emotional complaints from the public;
- ❑ Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work;
- ❑ Ensure project compliance with appropriate federal, state and local rules, laws, and regulations.

Reporting Relationships

The work is performed under the supervision of the Public Works Director, but nature of work allows employee in this class to exercise independent judgment and initiative. The nature of the work performed requires that the employee in this class establish and maintain cooperative working relationships with the public, other employees, supervisors, government entities, etc. Supervision is exercised over professional, technical and clerical staff as assigned.

Minimum Qualifications

Education/Experience/Training:

- Graduation from college or university of recognized standing with a bachelor's degree in public administration, Planning, or Civil Engineering; and
- Four (4) years' of progressively responsible experience in road maintenance construction, subdivision / park planning and floodplain management including two (2) years of supervisory experience preferred.
- Any equivalent combination of experience and training totaling nine (8) years. Certifications:
- Valid Driver's License issued by the State of Montana;

Essential Physical Abilities

Essential Physical Abilities:

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

- Clarity of speech and hearing that permits the employee to communicate well with elected officials, supervisors, employees and the general public.
- Sufficient vision that permits the employee to read construction drawings, observe construction of project in process and upon completion to detect defects and recommend remedies; develop technical documentation and operate motor vehicles;
- Manual dexterity that permits the employee to operate a personal computer and handle technical or CAD drawings, other construction drawings and transport materials, files and equipment;
- Personal mobility that permits the employee to enter, operate and exit motor vehicles and inspect construction and maintenance projects, sites and equipment.

Working Conditions:

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

- Work is most generally performed in an office environment;
- Job site inspections are performed outdoors, in nearly every type of climate and weather condition;
- The employee is occasionally exposed to wet and/or humid conditions; fumes or airborne particles; and vibration;
- The noise level in the work environment varies from moderate to sporadically loud.

Accepted - Board of County Commissioners

Date Stamp

B.O.C.C. Regular

7. b.

Meeting Date: 10/24/2023

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - MetraPark - 1 Appointment; **Public Works** - 2 Terminations; **Road and Bridge** - 1 Termination; **Detention Facility** - 2 Appointments; 1 Termination; **Sheriff's Office** - 1 Termination

BACKGROUND:

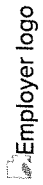
See Attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



OCT 13 2023

Hire/Personnel Action Form

Employee Information

Employee
Logan Harding

Hire Information

Position Details	Hire Req#	Job Type
Event Maintenance Worker- MetraPark (D/E) (6030)	202300079	Full-Time Regular
Person ID	Job Class	Pay Rate
54579605	Event Maintenance Worker- MetraPark (D/E)	\$21.03
Department	Job Class#	HireDate
MetraPark	6030	10/23/23
Division		
MetraPark Facilities		

Comments

funding acct 5810.552.460442.111 100% and replacing chris reffitt

Approvals

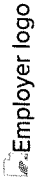
HUMAN RESOURCES	DWIGHT VIGNESS	10/13/23 9:23 AM
FINANCE	JENNIFER JONES	10/13/23 9:25 AM

Commissioners Action
Approve Disapprove

Chair

Member

Member



Yellowstone County Commissioners
RECEIVED

OCT 13 2023

Hire/Personnel Action Form

Employee Information

Employee
SHAUN Bell

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	2023000007	Full-Time Regular
Person ID	Job Class	Pay Rate
53539622	Detention Officer (D)	\$23.48
Department	Job Class#	HireDate
Sheriff's Office	5090	11/1/23
Division		
Detention Facility		

Comments

Funding: 2300:136.420200:111 at 100%
replaces: Lennick
transfer from Facilities

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	10/13/23 8:08 AM
FINANCE	JENNIFER JONES	10/13/23 8:10 AM

Commissioners Action
Approve Disapprove

Chair

Member

Member

Hire/Personnel Action Form

OCT 17 2023

Employee Information

Employee
Chance Smith

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	2023000007	Full-Time Regular
Person ID	Job Class	Pay Rate
50335219	Detention Officer (D)	\$23.48
Department	Job Class#	HireDate
Sheriff's Office	5090	11/6/23
Division		
Detention Facility		

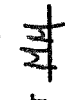
Comments

Funding: 2300.136.420200.111 at 100%
replaces: Dunker

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	10/17/23 9:43 AM
FINANCE	JENNIFER JONES	10/17/23 9:44 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

OCT 17 2023

Section 1

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

Name: Kelly Hogg Effective Date: 10/31/2023
Current Title: Detention Officer Gr. Salary \$ 28.83
Title Change: Gr. Salary \$

Check as Applicable:

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

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

10/16/2023

[Signature]
Elected Official/Department Head

Section 2

Human Resources:

Finance:

Note: Note:
[Signature] 10-17-23 [Signature] 10.17.23
Director Date Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

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

Chair

Member

Member

OCT 17 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Molly Masten Effective Date: 10-27-2023
Current Title: Senior Secretary Gr. D Salary \$ 39,666.00
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____

Regular Part Time: _____ Rehire: _____

Temp Full Time: _____ Termination: ☒

Temp Part Time: _____

Seasonal Hire: _____ Promotion: _____

Replaces position _____ Transfer: _____

Name _____ Demotion: _____

New Budgeted Position _____

Other: _____ Reclassification: _____

Funding: _____ Percent _____ New Account _____
_____ Percent _____ Split Account _____

[Signature] _____
Elected Official/Department Head 10-16-2023 Date

Section 2

Human Resources:

Finance:

Note: _____
[Signature] 10-17-23
Director Date

Note: _____
[Signature] 10-17-23
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair _____

Member [Signature] _____

Member [Signature] _____

Date entered in payroll _____

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

OCT 17 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Mike Black Effective Date: 11-03-2023
Current Title: Senior Civil Engineer Gr. I Salary \$ 95,621.00
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: ☒ New Hire: _____

Regular Part Time: _____ Rehire: _____

Temp Full Time: _____ Termination: ☒

Temp Part Time: _____

Seasonal Hire: _____ Promotion: _____

Replaces position _____ Transfer: _____

Name _____ Demotion: _____

New Budgeted Position _____

Other: _____ Reclassification: _____

Funding: 401 - 430200 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

OT _____ Date 10-16-2023
Elected Official/Department Head

Section 2

Human Resources:

Finance:

Note: _____
Director Stegman Date 10-17-23

Note: _____
Director Jane Jones Date 10-17-23

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair JD

Member MM

Member JD

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

OCT 1 8 2023

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Hannah MacDougall Effective Date: 10/27/23
Current Title: Sheriff Clerk Gr. Salary \$ 17.34
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 -134 - 420170 -111 Percent ¹⁰⁰ New Account
Percent Split Account

[Signature] Date 10-13-23
Elected Official/Department Head

Section 2

Human Resources:

Note:
Blayman 10-14-23 Date
Director

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair
Member
Member

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

B.O.C.C. Regular

1. a.

Meeting Date: 10/24/2023

Title: Board Minutes

Submitted By: Erika Guy

TOPIC:

Board Minutes - Park Board September 2023

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

Board Minutes

PARKS BOARD SEPTEMBER 2023 MINUTES

September 13th, 2023

Attendance – Commissioner Don Jones, Bruce Larson, Brenna Maloney, Merita Murdock, James Matteson

1. Eagle Scout Projects

a. Harris Park –

Near completion– trim pieces for the park shed on back order. Expected in within two weeks. Will meet on completion for inspection, review and project sign off.

Two Moon Park –

Bench placement in lower lot. Eagle Scout project coordinated with YRPA To place a standard bench seat near the lower lot completed.

Clydesdale Park –

Eagle Scout project dropped after discovering estimated costs were over \$17,000.00

2. Hidden Lake Park

My Little Library project progressing with sub-division residents with help from Warton Asphalt for street pull out. Jordan will advise which Library is to be ordered, along with solar – L.E.D. lights.

3. Charles Russell Park – Access, Easement

Access to Charles Russell Park from south boundary blocked by Calamity Jane Blvd. is difficult if not impossible, due to topography and adjacent occupied landowners driveway. Access from the north side is blocked by private property on Wild Bill Hickock Drive. Lots on east and west side are all owned by the same person. Adjacent land owner has made contact about right of way access to lots.

4. O'Donnell Park / Skycrest Park – Sidewalk

Sidewalk and curbing around playground has been completed. An issue pertaining to and installed culvert between and Park has O'Donnell resident complaining of flooding.

5. Oxbow Park – DNRC Gate, Completed

6. J.C.'s Haunted Hallow – planning annual “Haunted Hallo” event @ Two Moon Park

7. Groshelle/Gruhlke Heights Park –

Adjacent landowner is requesting a survey for Park boundaries.

8. Shawnee Park – Lockwood,

Wasco Ave – MDU requesting access to service gas line.

9. Two Moon Park bridges – Engineers assessment -

Requested quote from Krivonen Structural Engineers

B.O.C.C. Regular

1. b.

Meeting Date: 10/24/2023

Title: HRDC Quarterly Report for September 30th

Submitted By: Erika Guy

TOPIC:

HRDC Quarterly Report for September 30th

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

HRDC Quarterly Report for September 30th



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

HUMAN RESOURCES DEVELOPMENT COUNCIL

September 29, 2023

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

RE: General Relief Assistance Program

Enclosed please find the program report for the quarter ending September 29, 2023.

Sincerely,

A handwritten signature in blue ink that reads 'Sandie Green'.

Sandie Green
Case Manager
HRDC DISTRICT 7

cc: Kevan Bryan, Finance Director
Yellowstone County
PO Box 35003
Billings, MT 59107



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

HUMAN RESOURCES DEVELOPMENT COUNCIL
Yellowstone County General Relief Program
As of September 29, 2023

Rent Assistance

Currently enrolled participants	12
Applications on the Waiting List	16
Applications Currently Pending	0
Participants closed this quarter/no longer eligible	1

Total Participants Served **13**

During this quarter, there were 81 supportive services/case management contacts.

One client was closed from General Assistance due to Case closed by SSDI.

All of the participants have been diagnosed with chronic physical or mental health disabilities that prevent them from obtaining gainful employments and are unable to provide for their basic needs. They are all in the process of applying for Social Security Disability benefits. The qualification process for disability benefits often is very lengthy, and can exceed a year. This program provides for their basic shelter needs during this interim period during which time they have no source of income.

This program is their only resource available to provide for shelter costs. They do not have minor children and do not qualify for TANF. The public housing waiting lists are lengthy with an average waiting time of 1 year, and local non-profits are limited to the rent assistance they can provide – often only to those households with steady employment.

County Burial Assistance

During the quarter ending September 29, 2023, HRDC approved 14 requests for county burial assistance. There were 3 veterans; therefore, 11 cremations will be buried at Riverside and 3 will be buried at Yellowstone Nation Veterans.

Yellowstone County General Relief Program
Grant Financial Report
Quarter and Year-to-Date for the Period Ending September 30, 2023

	<u>Direct Services</u>	<u>Admin Fee</u>	<u>Total</u>
County Program Funds	\$ 27,500.00	\$ 6,875.00	\$ 34,375.00
Plus CSBG Support			-
Plus Social Security Reimbursements	-		-
Plus Interest Income	1,289.23		1,289.23
Carryover Year 1	125,010.82		125,010.82
Carryover Year 2	-		-
Current Year SSI reimbursements Carryover	(2,395.00)		(2,395.00)
Program Funds Available	<u>151,405.05</u>	<u>6,875.00</u>	<u>158,280.05</u>
Housing-rent	17,758.72		17,758.72
Hygiene	1,216.00		1,216.00
Utilities, Other	1,667.66		1,667.66
Burial (net of refunds)	22,100.00		22,100.00
Social Security Supportive Services	-		-
Headstones	-		-
Total Provided Client Services	<u>42,742.38</u>		<u>42,742.38</u>
Operating Fee		<u>6,875.00</u>	<u>6,875.00</u>
Net Available for Services	<u>108,662.67</u>	<u>-</u>	<u>108,662.67</u>

B.O.C.C. Regular

2. a.

Meeting Date: 10/24/2023

Title: ARPA SLFRF Quarterly Report 7.1-9.30.23

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

ARPA - SLFRF Compliance Report for Q3 2023 (July-September 2023)

BACKGROUND:

ARPA - SLFRF Compliance Report for Q3 2023 (July-September 2023), P&E Report

RECOMMENDED ACTION:

File

Attachments

ARPA SLFRF Quarterly Report 7.1-9.30.23

ARPA Project Tracking Sheet - through 9.30.23

SLFRF Compliance Report - SLT-2489 - P&E Report - Q3 2023

Report Period : Quarter 3 2023 (July-September)

Recipient Profile

Recipient Information

Recipient UEI	FNVKTJD3B7C1
Recipient TIN	816001449
Recipient Legal Entity Name	Yellowstone County, Montana
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	PO Box 35003
Recipient Address 2	
Recipient Address 3	
Recipient City	Billings
Recipient State/Territory	MT
Recipient Zip5	59107
Recipient Zip+4	
Recipient Reporting Tier	Tier 2. Metropolitan cities and counties with a population below 250,000 residents that are allocated more than \$10 million in SLFRF funding, and NEUs that are allocated more than \$10 million in SLFRF funding
Base Year Fiscal Year End Date	6/30/2024
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: Equipment for Remote Education/Court

Project Identification Number	A3
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Status To Completion	Completed
Adopted Budget	\$15,972.37
Total Cumulative Obligations	\$15,972.37
Total Cumulative Expenditures	\$15,972.37
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Remote learning wifi and cabling for the Youth Services Center. Virtual teleconferencing equipment for court arraignments for Justice Court to connect to Yellowstone Detention Facility
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$15,972.37
Type of capital expenditures, based on the following enumerated uses	Technology infrastructure to adapt government operations
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	6 Imp For services to address lost instructional time in K-12 schools
Secondary Impacted and/or Disproportionately Impacted populations	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Remote learning wifi and cabling for youth services center; teleconferencing equipment for arraignments between Jail and Justice Court.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Necessary cabling infrastructure to allow youth in our juvenile detention centers to receive education safely. Updated teleconferencing equipment for use in arraignments between the Jail and Justice Court.

Project Name: Prevention in Congregate Settings

Project Identification Number	A4
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed
Adopted Budget	\$4,609.00
Total Cumulative Obligations	\$4,609.00

Total Cumulative Expenditures	\$4,609.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Lux electrostatic backpack sprayer for disinfectant, for use at the Youth services center. Body temperature scanners for use at the detention facility for incoming inmates, attorneys, and inmate labor working in the kitchen, in response to a COVID outbreak at the detention facility.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$4,609.00
Type of capital expenditures, based on the following enumerated uses	Acquisition of equipment for COVID-19 prevention and treatment
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$4,609.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Equipment to prevent infection in YSC and Detention Facilities
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Equipment to prevent infection in YSC and Detention Facilities, to allow them to continue running and serving the community and general public.

Project Name: Huntley Water & Sewer

Project Identification Number	A5
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.2-Transfers to Other Units of Government
Status To Completion	Completed
Adopted Budget	\$25,000.00
Total Cumulative Obligations	\$25,000.00
Total Cumulative Expenditures	\$25,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	ARPA Competitive grant match for Huntley Water & Sewer District.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	4 Imp HHs that experienced increased food or housing insecurity
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARPA Competitive grant match for Huntley Water & Sewer district.

Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Went to discussion with the board of commissioners.
---	---

Project Name: Metra Sewer, Water, & Power Infrastructure

Project Identification Number	A6
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.18-Water and Sewer: Other
Status To Completion	Completed less than 50%
Adopted Budget	\$22,020,932.00
Total Cumulative Obligations	\$7,040,374.20
Total Cumulative Expenditures	\$6,957,994.20
Current Period Obligations	\$1,014,327.80
Current Period Expenditures	\$1,014,327.80
Project Description	Upgrades on the campus to allow continued use of the facility for evacuation locations and other emergency uses
Projected/actual construction start date	8/22/2022
Projected/actual initiation of operations date	10/31/2022
Location Type(for broadband, geospatial location data)	Address
Location Details	308 6th Ave North Billings MT 59101
Public Water System (PWS) ID Number	MT0000153
National Pollutant Discharge Elimination System (NPDES) Permit Number	n/a
Median Household Income of service area	\$60,032.00
Lowest Quintile Income of the service area	\$17,634.00

Project Name: YWCA Building

Project Identification Number	A9
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.34-Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)
Status To Completion	Completed
Adopted Budget	\$200,000.00
Total Cumulative Obligations	\$200,000.00
Total Cumulative Expenditures	\$200,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Funding assistance for YWCA Billings' Domestic violence program and Gateway Horizons Shelter.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted	11 Imp Classes of NPs designated as negatively

population does this project primarily serve?	economically impacted
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	As a result of the COVID pandemic, a surge in violent crime and increased substance abuse across the county and the region, there has been a large spike in the number of domestic violence cases. Those trends and the demand for services and sheltering for victims are not subsiding. To augment our capability to assist victims and prevent them from becoming homeless, YWCA Billings has embarked on building another shelter to expand our current capacity by 300 percent.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Yellowstone County provided \$200,000 of ARPA funds for the new Gateway Horizons Shelter. The project cost is \$4 million. YWCA has raised \$2.6 million to move the project forward.
Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)	1

Project Name: County Attorney

Project Identification Number	A7
Project Expenditure Category	3-Public Health-Negative Economic Impact: Public Sector Capacity
Project Expenditure Subcategory	3.4-Public Sector Capacity: Effective Service Delivery
Status To Completion	Completed less than 50%
Adopted Budget	\$1,000,000.00
Total Cumulative Obligations	\$496,901.51
Total Cumulative Expenditures	\$496,901.51
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Violent drug crime significantly increased as a result of the pandemic. Prosecuting this crime within the local criminal justice system has been further complicated by delays in case resolution time frames directly created by the COVID pandemic. To address increased crime, court case backlogs, and extended pre-trial or pre-revocation hearing status of defendants in YCAO, Yellowstone County will provide 2 prosecutors and 2 paralegals over the course of three years to address this problem. Additionally, a software upgrade is included in this to help with a faster processing for all the above.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$207,538.77
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	The 4 positions will assist in processing and prosecuting the crimes committed in the Downtown Billings corridor, directly affecting American Indians and Alaska Natives, who have been disproportionately impacted by the pandemic-related surge in crime, as victims (4.9% of population, 21% of victims) and offenders (39% of charges).

Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Felony cases are taking longer to prosecute and work through the court system putting immense pressure on the local detention facility, the district court, the prosecutors, and defense attorneys. There are more defendants awaiting trial or revocation hearing, and because there are more uncharged suspects, there are more criminal suspects and defendants on the streets in Billings. Violent crime increased almost 40% between 6/20-8/21 compared to the previous 12 months.
---	---

Project Name: Lockwood TEDD

Project Identification Number	A8
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.2-Transfers to Other Units of Government
Status To Completion	Completed 50% or more
Adopted Budget	\$756,000.00
Total Cumulative Obligations	\$329,921.33
Total Cumulative Expenditures	\$329,921.33
Current Period Obligations	\$41,354.50
Current Period Expenditures	\$41,354.50
Project Description	Funding the engineering costs for Lockwood Targeted Economic Development District (TEDD), to assist in the project to extend sewer and water infrastructure to the area north of Interstate 90 near the community of Lockwood, to address the reliance on septic and drain field systems which have led to high nitrate levels and other groundwater concerns.

Project Name: Indoor Air Quality upgrades

Project Identification Number	A10
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed less than 50%
Adopted Budget	\$3,350,000.00
Total Cumulative Obligations	\$933,617.25
Total Cumulative Expenditures	\$933,617.25
Current Period Obligations	\$193,956.21
Current Period Expenditures	\$193,956.21
Project Description	Upgrades to air handler units, HVAC, Hepa filtration, and propane air standby facility
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$3,350,000.00
Type of capital expenditures, based on the following	

enumerated uses	Installation and improvement of ventilation systems
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	To address Metra's facilities capability to withstand long-term emergencies in cases of utility disruptions, long-term alternative power, and a back-up heating system fuel for the facility's use as an emergency shelter with heat and power. To update our central HVAC system to reduce the spread of communicable disease and assist in the facility's use as a centralized public health center.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The Metrapark Arena was utilized as a centralized public health center during the COVID pandemic, staging areas for emergency personnel/equipment, field hospital, shelter for displaced individuals/animals, and a public vaccination site. Improvements to the air quality system and back-up generator will assist in this.

Project Name: Digital Screens / Public Address System

Project Identification Number	A2
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Status To Completion	Completed 50% or more
Adopted Budget	\$3,278,000.00
Total Cumulative Obligations	\$2,840,578.03
Total Cumulative Expenditures	\$2,840,578.03
Current Period Obligations	\$125,860.25
Current Period Expenditures	\$125,860.25
Project Description	In First Interstate Arena, upgrade LED Video Display/signage, security system, and public address system to allow evacuation notices and other public safety announcements.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$1,467,042.00
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
Capital Expenditure Justification	The First Interstate Bank facility is used as a emergency facility during such public emergencies like COVID-19. This project will better adapt the facility in its use as such.
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Intended to improve the facility for evacuation notices and other public safety announcements in case of emergencies
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Intended to improve the facility for evacuation notices and other public safety announcements in case of emergencies, facility is used by all residents of the county.

Project Name: Sanitation Devices

Project Identification Number	A1
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.5-Personal Protective Equipment
Status To Completion	Completed
Adopted Budget	\$53,850.00
Total Cumulative Obligations	\$53,850.00
Total Cumulative Expenditures	\$53,850.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Kart Kleen entrance units and disinfectant lockers for the detention facility. Incident response bags and PPE units for Sheriff's office patrol officers.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$53,850.00
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Staff were contracting COVID-19, leading to staffing shortages in the detention facility and for patrol officers.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Use of PPE for detention and patrol officers reduces those infected and reduces the need for overtime with existing staff.

Subrecipients

Subrecipient Name: Hardy Construction Co

TIN	810241559
Unique Entity Identifier	DJ4JNBQJY646
POC Email Address	
Address Line 1	420 North 25th Street
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: ACE ELECTRIC INC

TIN	
Unique Entity Identifier	NGJ8DHZDHHY3
POC Email Address	
Address Line 1	808 W. Main Street
Address Line 2	
Address Line 3	
City	Laurel
State	MT
Zip	59044
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Tel Net Systems, Inc

TIN	810532133
Unique Entity Identifier	C1J5F6GKZPE3
POC Email Address	
Address Line 1	547 S 20th St West, Suite 2
Address Line 2	
Address Line 3	
City	Billings

State	MT
Zip	59102
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: AVI SYSTEMS, INC.

TIN	
Unique Entity Identifier	FZ5HN69FGXX8
POC Email Address	
Address Line 1	NW 8393, PO BOX 1450
Address Line 2	
Address Line 3	
City	MINNEAPOLIS
State	MN
Zip	55485
Zip+4	8393
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS

TIN	
Unique Entity Identifier	CF1ALKKX1WQ2
POC Email Address	
Address Line 1	909 Wyoming AVE
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	1638
Entity Type	Beneficiary
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: ASKIN CONSTRUCTION, LLC

TIN	
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Unique Entity Identifier	PVNTC3F78SY5
POC Email Address	
Address Line 1	3300 2ND AVE N STE 3
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Hulteng CCM Inc

TIN	010807465
Unique Entity Identifier	ZWWGFHB2NEU2
POC Email Address	
Address Line 1	6417 Trade Center Ave
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Montana Broom & Brush Co

TIN	810286714
Unique Entity Identifier	FKEAKL218LK1
POC Email Address	
Address Line 1	PO Box 3840
Address Line 2	
Address Line 3	

City	Butte
State	MT
Zip	59701
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Epcon Sign Co

TIN	810360725
Unique Entity Identifier	SD1LTKE93L29
POC Email Address	
Address Line 1	PO Box 21239
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59104
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: KART KLEEN LLC

TIN	834421771
Unique Entity Identifier	XFGPPENSLY83
POC Email Address	
Address Line 1	219 MANSION HEIGHTS DRIVE
Address Line 2	
Address Line 3	
City	MISSOULA
State	MT
Zip	59803
Zip+4	

Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: WESTERN WATER CONSULTANTS, INC

TIN	830250392
Unique Entity Identifier	KWAAEL3M2NM4
POC Email Address	
Address Line 1	611 SKYLINE ROAD
Address Line 2	
Address Line 3	
City	LARAMIE
State	WY
Zip	82070
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC

TIN	472403909
Unique Entity Identifier	XV8HAL8E3YB7
POC Email Address	
Address Line 1	PO Box 51475
Address Line 2	
Address Line 3	
City	BILLINGS
State	MT
Zip	59105
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Cushing Terrell

TIN	810305543
Unique Entity Identifier	X78FVBRCRBW8
POC Email Address	
Address Line 1	PO Box 30071

Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59107
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Yellowstone County

TIN	816001449
Unique Entity Identifier	FNVKTJD3B7C1
POC Email Address	
Address Line 1	216 N 26th Street
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Subrecipient; Beneficiary; Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subawards

Subward No: A6-3

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$120,000.00
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59105
Place of Performance Zip+4	
Description	Metra RV Area Electrical pedestal replacement, demo existing pedestals, install new fused disconnects, new 2" PVC conduit with aluminum conductors.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/1/2023
Period of Performance End	6/30/2023

Subward No: A6

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$1,199,561.99
Subaward Date	12/14/2021
Place of Performance Address 1	308 6TH AVE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The engineer shall provide collaborative coordination, planning, field work, surveying, specifications, cost estimates (PS&E) for the infrastructure project. Including, but not limited to, surfacing, sanitary sewer, potable water, storm water, and power. Engineer will act as prime consultant to provide site, surfacing, stormwater, conveyance design, surveying, lead construction administration and overall project quality assurance and quality control.
Subrecipient	WESTERN WATER CONSULTANTS, INC
Period of Performance Start	2/1/2022

Period of Performance End	12/31/2024
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Subward No: A6-2

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$5,394,253.82
Subaward Date	5/18/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The project consists of parking lot reconstruction to include removal of asphalt, grading, paving, concrete, striping, signage, storm drain removal and replacement, and lighting improvements.
Subrecipient	ASKIN CONSTRUCTION, LLC
Period of Performance Start	6/1/2022
Period of Performance End	9/30/2023

Subward No: A9

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$200,000.00
Subaward Date	4/12/2022
Place of Performance Address 1	909 Wyoming Ave
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	One time support payment to assist YWCA of Billings in building their 'Gateway Horizons Shelter' for their Domestic violence program.
Subrecipient	YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS
Period of Performance Start	6/7/2022
Period of Performance End	6/7/2022

Subward No: A10

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Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$852,252.89
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	Optional
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Project is to upgrade the existing HVAC Rooftop Units to include ultraviolet light Units and HEPA/AQ filter upgrades. Project will include upgrades to the Metra propane tanks, new vaporizer/mixers, and supply lines for propane-air standby in case of emergency gas disruption.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/1/2023
Period of Performance End	9/30/2023

Subaward No: A2-6

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$133,650.00
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	It is necessary to replace security cameras in the Expo and Pavilion buildings to avoid operating two different security systems. The new system is compliant with Homeland Security regulations and the old system is not. The cameras in Expo & Pavilion are somewhat piecemeal with supporting I.T. equipment set up in non-secure and wet areas.
Subrecipient	Hardy Construction Co
Period of Performance Start	4/1/2023
Period of Performance End	6/30/2023

Subaward No: A2-5

Subaward Type	Contract: Definitive Contract

Subaward Obligation	\$480,197.49
Subaward Date	9/20/2022
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Electrical work for the Arena security portion of the digital screen and PA system.
Subrecipient	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Period of Performance Start	9/20/2022
Period of Performance End	9/30/2023

Subward No: A2

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$959,859.26
Subaward Date	2/4/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	L.E.D. video display and signage for more effective communication in emergencies.
Subrecipient	Epcon Sign Co
Period of Performance Start	2/4/2022
Period of Performance End	6/30/2022

Subward No: A2-2

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$348,556.22
Subaward Date	3/22/2022
Place of Performance Address 1	308 6TH AVENUE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS

Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment necessary for electrical services for MetraPark digital screens and address system.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/26/2022
Period of Performance End	12/31/2022

Subward No: A2-3

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$340,273.11
Subaward Date	3/22/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment necessary for data cabling services
Subrecipient	Tel Net Systems, Inc
Period of Performance Start	6/1/2022
Period of Performance End	9/30/2023

Subward No: A2-4

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$223,303.91
Subaward Date	12/16/2021
Place of Performance Address 1	308 6TH AVENUE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment for the installation of audio visual equipment
Subrecipient	AVI SYSTEMS, INC.

Period of Performance Start	3/7/2022
Period of Performance End	12/31/2023

Subaward No: A1

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$53,850.00
Subaward Date	10/8/2021
Place of Performance Address 1	3165 KING AVE E
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Purchase of equipment used to counteract the spread of COVID-19 in the Yellowstone County Detention Facility and for Sheriff Patrol Officers.
Subrecipient	KART KLEEN LLC
Period of Performance Start	10/8/2021
Period of Performance End	10/8/2021

Expenditures

Expenditures for Awards more than \$50,000

Expenditure: EN-00743274

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,199,561.99
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$121,458.09

Expenditure: EN-00743275

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$5,394,253.82
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$23,344.29

Expenditure: EN-01065433

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,199,561.99
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	1/2/2023
Expenditure End	3/31/2023
Expenditure Amount	\$330,191.25

Expenditure: EN-01657622

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,199,561.99
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$443,051.05

Expenditure: EN-01657819

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$5,394,253.82
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$3,539,019.93

Expenditure: EN-01672528

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0756635
Subaward No	A6-3
Subaward Amount	\$120,000.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$37,620.00

Expenditure: EN-01783625

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542

Subaward No	A6-2
Subaward Amount	\$5,394,253.82
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$966,472.00

Expenditure: EN-00550208

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$5,394,253.82
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	8/23/2022
Expenditure End	9/20/2022
Expenditure Amount	\$402,283.30

Expenditure: EN-00550210

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,199,561.99
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	8/2/2022
Expenditure End	8/30/2022
Expenditure Amount	\$106,138.62

Expenditure: EN-00200711

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,199,561.99
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC

Expenditure Start	2/1/2022
Expenditure End	3/29/2022
Expenditure Amount	\$56,118.94

Expenditure: EN-00452977

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,199,561.99
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	4/26/2022
Expenditure End	6/30/2022
Expenditure Amount	\$142,604.04

Expenditure: EN-00453017

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$5,394,253.82
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$463,134.30

Expenditure: EN-00453069

Project Name	YWCA Building
Subaward ID	SUB-0354549
Subaward No	A9
Subaward Amount	\$200,000.00
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS
Expenditure Start	6/7/2022
Expenditure End	6/7/2022
Expenditure Amount	\$200,000.00

Expenditure: EN-01657824

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$852,252.89
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$670,537.00

Expenditure: EN-01783626

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$852,252.89
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$181,715.89

Expenditure: EN-00743267

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$70,146.26

Expenditure: EN-00743268

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875

Subaward No	A2-2
Subaward Amount	\$348,556.22
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$65,010.13

Expenditure: EN-00743269

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$5,141.57

Expenditure: EN-00743273

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$209,836.60

Expenditure: EN-01065483

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.

Expenditure Start	1/1/2023
Expenditure End	3/31/2023
Expenditure Amount	\$42,589.89

Expenditure: EN-01065480

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$348,556.22
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/2/2023
Expenditure End	3/31/2023
Expenditure Amount	\$55,900.35

Expenditure: EN-01065481

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$340,273.11
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	1/1/2023
Expenditure End	3/31/2023
Expenditure Amount	\$62,954.99

Expenditure: EN-01657610

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$348,556.22
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$30,982.50

Expenditure: EN-01657613

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$340,273.11
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$73,772.48

Expenditure: EN-01657616

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$111,234.44

Expenditure: EN-01657619

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$89,312.94

Expenditure: EN-01657879

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0751524
Subaward No	A2-6

Subaward Amount	\$133,650.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Hardy Construction Co
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$133,650.00

Expenditure: EN-01783623

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$340,273.11
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$45,329.03

Expenditure: EN-01783624

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$78,701.88

Expenditure: EN-00550202

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$340,273.11
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	9/6/2022

Expenditure End	9/20/2022
Expenditure Amount	\$95,272.41

Expenditure: EN-00550203

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$348,556.22
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	7/26/2022
Expenditure End	8/23/2022
Expenditure Amount	\$62,041.95

Expenditure: EN-00550204

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	9/20/2022
Expenditure End	9/20/2022
Expenditure Amount	\$259,314.66

Expenditure: EN-00550205

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	8/2/2022
Expenditure End	8/2/2022
Expenditure Amount	\$13,365.49

Expenditure: EN-00551169

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	9/20/2022
Expenditure End	9/20/2022
Expenditure Amount	\$102,346.07

Expenditure: EN-00152457

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	2/4/2022
Expenditure End	2/4/2022
Expenditure Amount	\$362,355.84

Expenditure: EN-00452978

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$268,042.50

Expenditure: EN-00452981

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$348,556.22

Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/26/2022
Expenditure End	6/30/2022
Expenditure Amount	\$134,621.29

Expenditure: EN-00452984

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$340,273.11
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$62,944.20

Expenditure: EN-00452987

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	5/1/2022
Expenditure End	5/17/2022
Expenditure Amount	\$50,972.52

Expenditure: EN-00152458

Project Name	Sanitation Devices
Subaward ID	SUB-0147488
Subaward No	A1
Subaward Amount	\$53,850.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	KART KLEEN LLC
Expenditure Start	10/8/2021
Expenditure End	10/8/2021

Expenditure Amount	\$53,850.00
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Aggregate Expenditures for Awards less than \$50,000

Expenditure: EN-00743277

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$10,196.49
Total Period Obligation Amount	\$10,196.49

Expenditure: EN-01065490

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$13,323.73
Total Period Obligation Amount	\$13,323.73

Expenditure: EN-01657829

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$75,536.29
Total Period Obligation Amount	\$75,536.29

Expenditure: EN-01783629

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$47,855.80
Total Period Obligation Amount	\$47,855.80

Expenditure: EN-00550212

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$13,750.03
Total Period Obligation Amount	\$13,750.03

Expenditure: EN-00453220

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$56,565.49
Total Period Obligation Amount	\$56,565.49

Expenditure: EN-00743278

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$455.13
Total Period Obligation Amount	\$455.13

Expenditure: EN-01065487

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$2,617.00
Total Period Obligation Amount	\$2,617.00

Expenditure: EN-01657838

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$9,594.91
Total Period Obligation Amount	\$9,594.91

Expenditure: EN-01783631

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$2,040.32
Total Period Obligation Amount	\$2,040.32

Expenditure: EN-00743276

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$40,338.90
Total Period Obligation Amount	\$40,338.90

Expenditure: EN-01065491

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$29,185.83
Total Period Obligation Amount	\$29,185.83

Expenditure: EN-01657836

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$32,016.23

Total Period Obligation Amount	\$32,016.23
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Expenditure: EN-01783630

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$1,829.34
Total Period Obligation Amount	\$1,829.34

Expenditure: EN-00550206

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$32,629.70
Total Period Obligation Amount	\$32,629.70

Expenditure: EN-00200993

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$39,714.04
Total Period Obligation Amount	\$39,714.04

Expenditure: EN-00453155

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$137,192.65
Total Period Obligation Amount	\$137,192.65

Payments To Individuals

Expenditure: EN-00145246

Project Name	Equipment for Remote Education/Court
Total Period Expenditure Amount	\$12,101.33
Total Period Obligation Amount	\$12,101.33

Expenditure: EN-00453159

Project Name	Equipment for Remote Education/Court
Total Period Expenditure Amount	\$3,871.04
Total Period Obligation Amount	\$3,871.04

Expenditure: EN-00149053

Project Name	Prevention in Congregate Settings
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Total Period Expenditure Amount	\$4,609.00
Total Period Obligation Amount	\$4,609.00

Expenditure: EN-00145254

Project Name	Huntley Water & Sewer
Total Period Expenditure Amount	\$25,000.00
Total Period Obligation Amount	\$25,000.00

Expenditure: EN-00743279

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$218.00
Total Period Obligation Amount	\$218.00

Expenditure: EN-01657843

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$25,631.50
Total Period Obligation Amount	\$25,631.50

Expenditure: EN-01657844

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$23,144.00
Total Period Obligation Amount	\$23,144.00

Expenditure: EN-00551176

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$44,401.00
Total Period Obligation Amount	\$44,401.00

Expenditure: EN-00145477

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$15,936.06
Total Period Obligation Amount	\$15,936.06

Expenditure: EN-00743843

Project Name	County Attorney
Total Period Expenditure Amount	\$63,820.41
Total Period Obligation Amount	\$63,820.41

Expenditure: EN-01065493

Project Name	County Attorney
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Total Period Expenditure Amount	\$97,699.71
Total Period Obligation Amount	\$97,699.71

Expenditure: EN-01657839

Project Name	County Attorney
Total Period Expenditure Amount	\$99,163.05
Total Period Obligation Amount	\$99,163.05

Expenditure: EN-01657841

Project Name	County Attorney
Total Period Expenditure Amount	\$207,538.77
Total Period Obligation Amount	\$207,538.77

Expenditure: EN-00551171

Project Name	County Attorney
Total Period Expenditure Amount	\$17,539.81
Total Period Obligation Amount	\$17,539.81

Expenditure: EN-00453170

Project Name	County Attorney
Total Period Expenditure Amount	\$11,139.76
Total Period Obligation Amount	\$11,139.76

Expenditure: EN-00743280

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$32,025.00
Total Period Obligation Amount	\$32,025.00

Expenditure: EN-01065497

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$128,946.33
Total Period Obligation Amount	\$128,946.33

Expenditure: EN-01657846

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$75,802.50
Total Period Obligation Amount	\$75,802.50

Expenditure: EN-01783632

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Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$41,354.50
Total Period Obligation Amount	\$41,354.50

Expenditure: EN-00550198

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$15,613.00
Total Period Obligation Amount	\$15,613.00

Expenditure: EN-00453150

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$36,180.00
Total Period Obligation Amount	\$36,180.00

Expenditure: EN-00743281

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$15,580.00
Total Period Obligation Amount	\$15,580.00

Expenditure: EN-01065494

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$11,304.00
Total Period Obligation Amount	\$11,304.00

Expenditure: EN-01065495

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$1,518.00
Total Period Obligation Amount	\$1,518.00

Expenditure: EN-01657848

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$10,575.00
Total Period Obligation Amount	\$10,575.00

Expenditure: EN-01783633

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$10,200.00
Total Period Obligation Amount	\$10,200.00

Expenditure: EN-00550207

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$15,080.00
Total Period Obligation Amount	\$15,080.00

Expenditure: EN-00453160

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$2,400.00
Total Period Obligation Amount	\$2,400.00

Expenditure: EN-00023880

Project Name	Digital Screens / Public Address System
Total Period Expenditure Amount	\$41,831.35
Total Period Obligation Amount	\$41,831.35

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$10,000,000.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Metrapark infrastructure improvements includes parking lot restructuring for ADA access, public safety vehicle access, and to improve movement of traffic through the Metrapark parking lot in the event of emergencies, will be funded with a portion of the \$10 million allocation.

Overview

Total Obligations	\$11,940,823.69
Total Expenditures	\$11,858,443.69
Total Adopted Budget	\$30,704,363.37
Total Number of Projects	10
Total Number of Subawards	12
Total Number of Expenditures	86

Certification

Authorized Representative Name	JENNIFER JONES
Authorized Representative Telephone	
Authorized Representative Title	Finance Director
Authorized Representative Email	jjones@yellowstonecountymt.gov
Submission Date	10/13/2023 4:03 PM

ARPA Projects

UPDATED: 9/18/2023

Cash @ 7.1.21
Revenue rec'd 6/10/22
LATC Funds rec'd 12/20/22 A101 #104900 / 7/31/23 A101 #109225
COB Water Main Repl. Share A101 #109669 8/23/23
Expended to date

Cash @ 9/30/23

Remaining Budgeted Projects w/o Contingency
Left to Expend/ Assign

James' Predicted Expenditures	
\$	15,665,317.00
	15,665,317.00
	125,781.82
	245,657.00
	(11,858,443.69)
	19,843,629.13
	(18,158,497.71)
\$	1,685,131.42

Name	Discussion	Expended	James' Predicted Remaining Exp.	Details	Contract? (Y/N)	Expenditure Category
1 IAQ (indoor air quality) upgrades - HEPA Filtration	5/27/21, 7/12/21			4/13/22: \$1.5M to Replace Air-Handler & ADD UV units - (\$550K just to add UV Units) on First Interstate Arena, Expo Center, and Pavilion Building - for public safety; 4/11/23 -Project Kickoff meeting Friday April 14th 7 a.m. Metra; 5/15/23 - Propane tanks that were expected in November- Now arriving 5-24-23, Coordinated with Metra Staff to accommodate 4 trucks & a crane to offload in Propane area; Added shut off switch for Arena HVAC (\$25K); 06/05/23 - Propane Tank arrived and set, Pavilion & Expo HVAC Filters upgrade Completed - Arena expected to be completed end of June	Y (Eng.)	1.4 - Prevention in Congregate Settings
- Propane-air standby facility (COMBINED WITH IAQ PROJECT)	5/27/21, 7/12/21	\$ (933,617.25)	\$ 3,100,000.00	\$1.5-\$2.5 million, Propane-air standby facility to heat First Interstate Arena in case of gas disruption; 4/11/23 -Project Kickoff meeting Friday April 14th 7 a.m. Metra; 5/15/23 - Propane tanks that were expected in November- Now arriving 5-24-23, Coordinated with Metra Staff to accommodate 4 trucks & a crane to offload in Propane area; Added shut off switch for Arena HVAC (\$25K); 6/5/23 - Propane Tank arrived and set, Pavilion & Expo HVAC Filters upgrade Completed - Arena expected to be completed end of June; 6/22/23- CO #1 for HVAC Switches signed - Tanks are prime painted; 7/20/23- Change Order #2 to add metal mesh Economizer screen filters to replace old & defective screens \$5,300.00	Y	1.4 - Prevention in Congregate Settings
2 Digital screens/ public address system				In First Interstate Arena to allow evacuation notices and other public safety announcements for attendees to see/hear; 1/12/23 - AVI was able to arrive on site and the Arena speaker center cluster was completed on 01/11/23; working to complete remaining speakers, found several clusters that are bypassed and not working (due to dust?) working to resolve those issues; 1/26/23 - During Commissioning tests, it was found that 3 amplifiers are in dire shape. The amps are now enclosed in a newly built Data Room, however 30+ years of dirt and dust are causing failures, they are completely plugged with particulate fines, and will need to be sent out for complete overhaul. Fortunately, 2 spares are always kept in reserve for Metra by the sound company. 2 new amps will be installed and a work-around for the 3rd will bring the system to normal operations. The existing speakers will be sent out for repair and then placed back in reserve; 2/15/23 Amplifiers reported as Beyond Economical Repair, and suggested to purchase new amps; 2/24/23 - Quotes due from AVI & DIA Events March 1st; 3/3/23- DIA Events to supply 2 new Amps as backups, will Quote replacement of all amps in Arena (aprox 20 ea.) as speakers are at end of production and are being updated/replaced by newer line of amps; 3/20/23 - AVI will begin final PA testing/commissioning on March 28th - 30th; 3/29/23 Final Testing/ Inspection/ Commissioning; 4/11/23 - Final Testing showed that all high rise speakers are not working- AVI to send crew back to bring online; 4/28/23- Speakers have been adjusted and all are now working, Final Commissioning next week; 5/15/23 - Speaker Final Commission Success, Final Invoice pending.		1.7-Other COVID-19 Public Health Expenses
- PA System	5/27/21, 7/12/21	\$ (305,604.85)	\$ 305,604.85	2/15/23 Amplifiers reported as Beyond Economical Repair, and suggested to purchase new amps; 2/24/23 -Quotes due from AVI & DIA Events March 1st; 3/29/23 Final testing/ inspection & commissioning; 3/29/23 Final Testing/ Inspection & Commissioning; COMPLETED 1/25/23 - ARENA PROJECT COMPLETE - Work will now concentrate on Pavilion & EXPO; 2/23/23 - A/C & doors week of 2/27 will be completed - Cameras for Expo/Pavilion/VIP Parking on order - New Data Rooms in progress- Expo construction completed; Cabling & Electrical beginning- Pavilion construction beginning after MATE Show; 2/24/23- Masonry walls in Pavilion & Expo completed; 3/3/23; Data Closets in Expo & Pavilion will be completed next week - doors, locks & painting starting Monday; 3/24/23- data cabling complete up to data rooms, server racks going in this week, Camera installation expected to begin April 3rd; 3/20/23 - Working around trade shows, causing a few minor delays(still on schedule) Cameras have arrived for Pavilion & Expo, ready for completion of Data Rooms, Final inspection and walk-through scheduled for March 24th, electrical & mini-splits to be complete; 4/3/23 Data Rooms Construction Complete-punch list to finalize; 4/28/23- Security Cameras are being installed in Expo & Pavilion as well as the VIP Lot; 5/15/23- Expo cameras installed, working on Pavilion; VIP lot camera install completed; All cameras installed and tested and online; 7/20/23 Project Completed	Y	1.7-Other COVID-19 Public Health Expenses
- Arena Security system & Parking Lot	5/27/21, 7/12/21	\$ (1,083,866.86)	\$ 1,083,866.86		Y	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)

Name	Discussion	Expended	James' Predicted Remaining Exp.	Details	Contract? (Y/N)	Expenditure Category
- LED Video Display/Signage	5/27/21, 7/12/21	\$ (1,451,106.32)	\$ 1,451,106.32	LED: =\$946,000+\$250,000 C.T Arch, Ace Elect. Tel-Net & Owners Rep Fees-est. \$250K; 6/15/22: Addendum: Conduit & Wiring + \$46,000.00; Directive #1 BOCC Approved - metal caps for tops of signs = Not to Exceed \$25K; 8/11/22 LED Screens 90% complete, missing 5 control units lost in transport, Arena signs on & functioning; programming taking place; 9/1/22 - LED's are 98% done; Last pallet of modules arrived this week- will complete next week; 10/4/22 ARENA LED Project Complete; 10/14/22 complete operations manual (513 pgs) delivered to Metra staff, USB of manual supplied to Staff & IT; 10/14-10/22 no activities due to NILE event; 11/4/22 Project complete	Y	1.7-Other COVID-19 Public Health Expenses
3 Sewer, Water, and Power infrastructure upgrades	5/27/21, 7/12/21	\$ (6,957,994.20)	\$ 22,020,932.00	Upgrades on the campus to allow continued use of the facility for evacuation locations and other emergency uses; Plans & Design for Arena Sanitary Sewer Improvements beginning, Project will repair existing system to operate and originally designed however it is undersized. To improve, 2nd and 3rd Floor systems will be separated, and the largest wastewater producing areas routed to the new system and leave the smaller producers to the existing smaller system, thus improving flow on all levels. Lower level system will be properly cleaned, and trimmed to their original size and lined due to poor condition of the existing mains; Back Lot RV Lot 1 - Elect. pedestals 50% Complete; 6/22/23-Bid Due for PROJECT 3 - ARENA LOT & RIDE SHARE on 6/26/23, Released on 6/6/23 (Engineers Est. \$1,995,000.00); Access road pavement 6/24/23- Storm drains installed on lower access road. Project Near Completion- all but punch list completed by MontanaFair; Striping to be completed 6/24; Expo Lot paved 6/20/23; 7/20/23- Close to Substantial Completion (days) : ALL waterlines completed & tested; lower lot curbing & pavement completed; 8/18/2023- Lower Lot Substantial Completion- Punchlist after MT-Fair 8/24/23- Pre-Construction Meeting on-site; 8/17/23 - Reducing Scope to exclude Concrete Vault Repair (-\$528,000.00); 7/20/23 -Pre-project planning and site walk-through; Additional Mechanical Engineering needs to be done before releasing for bid. Intended bid date 10/10/23; 5/15/23 - C.O.B. Vac'd Alkali Creek drainage effluent, allowing run-off; 4/11/23- Effluent clogged - notify C.O.B	Y	5.18- Water and Sewer: Other
4 Lockwood TEDD - Engineering Costs	5/27/21, 7/12/21	\$ (329,921.33)	\$ 756,000.00	Water & Sewer extension - Engineering costs	Y	7.2-Transfers to Other Units of Government
5 YWCA	8/5/21, 3/31/22	\$ (200,000.00)	\$ 200,000.00	Building project		2.34-Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)
6 Huntley Water & Sewer	10/26/2021	\$ (25,000.00)	\$ 25,000.00	Approved by 2 BOCC contingent on competitive grant approval by State		7.2-Transfers to Other Units of Government
7 Kart Kleen	N/A	\$ (53,850.00)	\$ 53,850.00	Decontamination equipment for YCDF and Patrol		1.5-Personal Protective Equipment
8 LUX Electrostatic Cleaner	N/A	\$ (1,702.00)	\$ 1,702.00	Backpack sprayer for YSC		1.4-Prevention in Congregate Settings
9 Temperature Scanner	N/A	\$ (2,907.00)	\$ 2,907.00	3 body temperature scanners for YCDF		1.4-Prevention in Congregate Settings
10 County Attorney	10/26/2021	\$ (496,901.51)	\$ 1,000,000.00	To address increased crime, court case backlogs, and extended pre-trial or pre-revocation hearing status of defendants in YCAO		3.4-Public Sector Capacity: Effective Service Delivery
11 Remote Learning Wifi and Cabling YSC	N/A	\$ (13,583.49)	\$ 13,583.49			1.7-Other COVID-19 Public Health Expenses

	Name	Discussion	Expended	James' Predicted	Details	Contract?	Expenditure
				Remaining Exp.		(Y/N)	Category
12	VTC Equip for Justice Court	N/A	\$ (2,388.88)	\$ 2,388.88	New VTC equipment for JC to connect to YCDF for arraignments.		1.7-Other COVID-19 Public Health Expenses
	Contingency			\$ 1,973,000.00			
	*Color indicates completed project		\$ (11,858,443.69)	\$ 31,989,941.40			

B.O.C.C. Regular

2. b.

Meeting Date: 10/24/2023

Title: Detailed Cash Investment Report September 2023

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Detailed Cash Investment Report September 2023

BACKGROUND:

The full report is available in the Finance Department and the Clerk and Recorder's Office.

RECOMMENDED ACTION:

Place to file.

Attachments

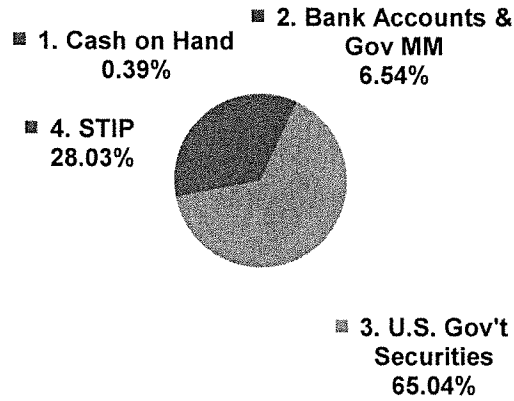
Detailed Cash Investment Report September 2023

DETAILED CASH INVESTMENT REPORT

September, 2023

MONTH-END PORTFOLIO MIX

Investment Pool



INVESTMENT TYPE	AMOUNT	%	INTEREST RATE
1. Cash on Hand	966,134.52	0.39%	N/A
2. Bank Accounts & Gov MM	16,176,719.13	6.54%	Varies
3. U.S. Gov't Securities	160,985,868.94	65.04%	.25 - 6.125%
4. STIP	69,390,785.91	28.03%	5.406%

TOTAL	247,519,508.50	100.00%
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	# 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	926,587	252,288,462	4.47%
October-23	31		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	2,757,979	67,140,342	4.11% YTD AVE

B.O.C.C. Regular

Meeting Date: 10/24/2023

Title: Contracts for Snowplowing 2023-2024

Submitted For: Tim Miller, Public Works Director **Submitted By:** Ronni Tallerico

TOPIC:

Contracts for Snowplowing Subdivisions 2023 / 2024 - (RSIDs) Sierra Estates #698, Brookwood #769, Oakridge #675 & 787, Huntley Estates # 757, Cloverleaf Meadows # 651, Sanctuary Canyon # 779, Beartooth Point Estates # West Meadows # 698

BACKGROUND:

contracts for snowplowing subdivisions - (RSIDs) Sierra Estates #698, Brookwood #769, Oakridge #675 & 787, Huntley Estates # 757, Cloverleaf Meadows # 651, Sanctuary Canyon # 779, Beartooth Point Estates # West Meadows # 698

RECOMMENDED ACTION:

Approve

Attachments

Subdivisions

Subdivisions

Subdivisions

Subdivisions

Subdivisions

Subdivisions

Subdivisions

Subdivisions

**Standard Form of Agreement for Snow Removal between Yellowstone County
and Contractor on the Basis of a Stipulated Price
Beartooth Point Estates Sub RSID 703**

This agreement is dated as of the 1st day of November 2023, by and between Yellowstone C703nty, Montana (the County), and John's Yard and Home service, Billings, Montana (hereinafter called Contractor).

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

1. Scope of Work:

Snow plowing in Beartooth Pointe Estates Subdivision see attached scope of work

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from November ____, 2023 until May 1st, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the contractor \$465.00 per plowing

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given the County written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.
- 4.5 The Contractor will not be responsible for damage to landscaping that is within 3 feet of the edge of pavement.

5. Contract Documents

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

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated December 5th, 2014.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

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

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

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

Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers' compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the prevailing party shall be entitled to reimbursement of Court costs and reasonable attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

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

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

This Agreement will be effective November 14th, 2023.

OWNER:
Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:

Billings, MT 59101



Contractor

Beartooth Pointe Estates, RSID 703M

Scope of Work – Specifications

December 5, 2014

The scope of work includes but is not limited to the following:

- Yellowstone County is requesting price quotes for snow removal for roads, including cul-de-sacs, located in Beartooth Pointe Estates.
- Beartooth Pointe Estates is located north of Laurel, Montana off Valley Dr. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The roads to be plowed are Timber Wolfe Tr, (starting at the mailboxes) and end where pavement ends. Coyote Rdg N, to where pavement ends. Coyote Rdg. S. to Lobo Dr. Right on Lobo Dr. until pavement ends. Left on Lobo Dr. ending at south boundary of 1715 Lobo Dr. **All driveways are to be left cleared from any snow piles.**
- Snow plowing will automatically be expected once 4-5 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Carla Oberg, may request snow plowing if less than 4-5 inches of snow have accumulated but she must request it.
- The County is requesting a per time Lump Sum Amount quote to plow the streets listed above; the amount of the quote will apply each time the roads are plowed regardless of the amount of snow on the roads.

All Contractors interested in submitting a price quote for this work are encouraged to visit the site(s) and verify or obtain their own measurements of lengths, widths, slopes and obtain any other data needed to perform this work.

- Coordinate with property owners and RSID Ad-Hoc members as necessary.
After completion of the work provide copies of the invoice to:
Yellowstone County Public Works
Ad-Hoc Committee
Member - unknown at this time contact Yellowstone County Public Works
Address
Phone 406-256-2735
e-mail

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Brookwood Subdivision
RSID 769**

This agreement is dated as of the 23rd day of November 2023, by and between Yellowstone County, Montana (hereinafter called Owner), and John's Home and Yard Service, Billings, Montana (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor and equipment necessary to remove the snow from all constructed roads, including cul-de-sacs, located in the Brookwood Subdivision, RSID 769, as outlined in the attached Scope of work dated October 26, 2022.

2. Contract Times

This contract will be in effect from November ____, 2023 until May 9, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor \$500.00 per plowing

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.
- 4.5 The Contractor will not be responsible for damage to landscaping that is within 3 feet of the edge of pavement.

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5. Contract Documents

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

- 5.1 This Agreement.
- 5.2 Scope of Work dated October 26, 2022.
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

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

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

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

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

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

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

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

8.0 Termination

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

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

This Agreement will be effective November 15th, 2023

OWNER:

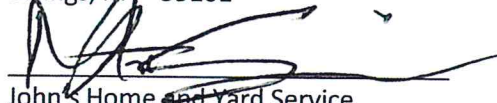
Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:

John's Home and Yard Service
Billings, MT 59101



John's Home and Yard Service
Owner

MS

Snow Plowing in Brookwood Subdivision RSID 769
Scope of Work – Specifications

The scope of work includes the following:

- Brookwood Subdivision is located north east of Laurel, Montana. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The areas to be plowed are: all constructed public roads in the Subdivision, including cul-de-sacs.
- Snow plowing will be on an on call basis Ad-Hoc Chair Pete Steiger will call when plowing is needed.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work, provide copies of the invoice to:

Ad-Hoc Committee

Member Rick Marquard

Address 2818 Brookway Dr., Laurel MT 59044

Phone 406-671-2388

Email ironugget@yahoo.com

JMS

**Standard Form of Agreement for Snow Removal between Yellowstone County
and Contractor on the Basis of a Stipulated Price
Cloverleaf Meadows Subdivision RSID 651**

This agreement is dated as of the 1st day of November 2023, by and between Yellowstone County, Montana (the County), and John's Yard and Home service, Billings, Montana (hereinafter called Contractor).

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

1. **Scope of Work:**

Snow plowing in Cloverleaf Meadows Subdivision see attached scope of work

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. **Contract Times**

This contract will be in effect from November ____, 2023 until May 1st, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. **Contract Price**

The County shall pay the contractor \$465.00 per plowing

4. **Contractors Representation**

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

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

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

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

4.5 The Contractor will not be responsible for damage to landscaping that is within 3 feet of the edge of pavement.

5. Contract Documents

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

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated November 1st, 2017.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

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

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

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

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

- 6.3 Contractor is required to maintain workers' compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the prevailing party shall be entitled to reimbursement of Court costs and reasonable attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

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

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

This Agreement will be effective November 1st, 2023.

OWNER:

Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:

Billings, MT 59101



Contractor

Scope of Work – Specifications
November 1st, 2017

The scope of work includes but is not limited to the following:

Cloverleaf Meadows Subdivision is located west of Billings, Montana. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version can be e-mailed

- The areas to be plowed are; all paved roads and cul-de-sacs in Cloverleaf Meadows Subdivision are to be plowed, driveways and mailboxes are to be left clear of snow piles and windrows.
- Snow plowing will automatically be expected once 2 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, , may request snow plowing if less than 2 inches of snow have accumulated but the Ad- Hoc Chairperson must request it.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work provide copies of the invoice to:

Ad-Hoc Committee

Member Jess Grossman

Address

Phone

e-mail jessgrossman7@gmail.com

And Yellowstone County Public Works- PO Box 35024 Billings Mt 50107

**Standard Form of Agreement for Snow Removal between Yellowstone County
and Contractor on the Basis of a Stipulated Price
Huntley Estates RSID 757M**

This agreement is dated as of the 1st day of November 2023, by and between Yellowstone County, Montana (the County), and John's Home & Yard, Billings, Montana (hereinafter called Contractor).

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

Scope of Work: Automatically plow when there is at least 3 inches of snow on the ground, or as requested by the ad-hoc chair Tami Kelling on the following streets:

- South Canal Drive from the mailboxes back to Orlena Street
- Orlena Street in its entirety
- South Canal Circle to include the cul-de-sac

Automatically plow when there is at least 6 inches of snow on the ground, or as requested by the ad-hoc chair Tami Kelling on the following street:

- North Canal Drive

Ms. Kelling can be reached at 1505 S Canal Cir, 208-3010.

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from October __, 2023 until May 31, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the Contractor \$565.00 per plowing of the paved roads and an additional \$275 for plowing North Canal Drive when needed.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and

regulations that may affect cost, progress, performance and furnishing of the work.

- 4.4 Contractor has given the County written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.
- 4.5 The Contractor will not be responsible for damage to landscaping that is within 3 feet of the edge of pavement.

5. Contract Documents

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

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated October 11, 2018.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

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

Contractor agrees to furnish both the Certificate of insurance and policy

endorsement at least ten (10) days prior to beginning work.

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

- 6.3 Contractor is required to maintain workers' compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the prevailing party shall be entitled to reimbursement of Court costs and reasonable attorney fees by the non-prevailing party.

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

8.0 Termination

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

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

This Agreement will be effective November____, 2023.

OWNER:

Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:


Contractor

Snow Plowing
Scope of Work – Specification Sheet
DATE

The scope of work includes the following:

- Huntley Estates is located east of Billings, Montana in Huntley. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The areas to be plowed are: all constructed roads in the Subdivision, including cul-de-sacs.
- Snow plowing will automatically be expected once 3 or more inches of snow have accumulated on the road surfaces to be plowed for paved roads and 6 inches of snow on the gravel road. The Ad-Hoc committee chairperson, Tami Kelling, may request snow plowing if less than 3 inches of snow have accumulated but it must requested by the Add-Hoc chairperson.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work, provide copies of the invoice to:

Ad-Hoc Committee

Member: Tami Kelling

Address: 1505 S Canal Dr, Huntley, MT 59037

Phone: 406-208-3010

Email: _____

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Oakridge Subdivision
RSID 675 & 787**

This agreement is dated as of the 1st day of November 2023, by and between Yellowstone County, Montana (hereinafter called Owner), and John's Home & Yard, Billings, Montana (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor and equipment necessary to remove the snow from all constructed roads, including cul-de-sacs, located in the Oakridge Estates, RSID 675M, Oakridge Subdivision RSID 787M as outlined in the attached Scope of work Exhibit "A". Oakridge Estates and Oakridge Subdivision is located west of Billings.

2. Contract Times

This contract will be in effect from November ____, 2023 until May 31st, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor \$465.00 per plowing. The contractor shall submit invoices to the Oak Ridge Estates Subdivision ad-hoc board chair who will approve and forward to Yellowstone County Public Works for payment.

4. Contractors Representation

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

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

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

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

- 4.5 The Contractor will not be responsible for damage to landscaping that is within 3 feet of the edge of pavement.

5. Contract Documents

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

- 5.1 This Agreement.
- 5.2 Scope of Work Exhibit "A"
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 The Contractor agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.

- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.8 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.
- 8.0 Termination
- This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

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

This Agreement will be effective November 1st 2023

OWNER:

Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:

John's Home & Yard
Billings, MT 59101



Matt Singer
Owner

EXHIBIT "A"

Snow Plowing in Oakridge Estates & Oakridge Subdivision RSID 675M & 787M

Scope of Work – Specifications

2018

The scope of work includes the following:

- Oakridge Estates and Oakridge Subdivision are located west of Billings, Montana. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The areas to be plowed are: all constructed roads in the Subdivision, including cul-de-sacs.
- Snow plowing will automatically be expected once 2 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, may

request snow plowing if less than 2 inches of snow have accumulated but it must requested by the Add-Hoc chairperson.

- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work, provide copies of the invoice to:

Ad-Hoc Committee

Chair Rob Shald _____

Address _____

Phone _____

Email rob.shald@gmail.com

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**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Sanctuary Canyon
RSID 779**

This agreement is dated as of the 25th day of November 2023, by and between Yellowstone County, Montana (hereinafter called Owner), and John's Home and Yard Service, Billings, Montana (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor and equipment necessary to remove the snow from all constructed roads, including cul-de-sacs, located in the Sanctuary Canyon Subdivision, RSID 779, as outlined in the attached Scope of work dated November 21, 2014. Sanctuary Canyon is located east of Billings, MT in Lockwood.

2. Contract Times

This contract will be in effect from November ____, 2023 until May 9, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor \$440.00 per plowing

4. Contractors Representation

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

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

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

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

4.5 The Contractor will not be responsible for damage to landscaping that is within 3

feet of the edge of pavement.

5. Contract Documents

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

- 5.1 This Agreement.
- 5.2 Scope of Work dated November 21, 2014.
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

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

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

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

Contractor agrees to furnish both the Certificate of insurance and policy

endorsement at least ten (10) days prior to beginning work.

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

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

Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

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

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

This Agreement will be effective November 1st, 2023.

OWNER:

Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:

John's Home and Yard Service
Billings, MT 59101



John's Home and Yard Service
Owner

Snow Plowing in Sanctuary Canyon RSID 779
Scope of Work – Specifications
November 21, 2014

The scope of work includes the following:

- Sanctuary Canyon is located east of Billings, Montana in Lockwood. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The areas to be plowed are: all constructed roads in the Subdivision, including cul-de-sacs.
- Snow plowing will automatically be expected once 4 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Chelsi Seymour, may request snow plowing if less than 4 inches of snow have accumulated but it must requested by the Add-Hoc chairperson.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work, provide copies of the invoice to:

Ad-Hoc Committee

Member Chelsi Seymour

Address 402 Lacey Rd, Billings, MT 59101

Phone 406-670-7484

Email chelsilinder@yahoo.com

**Standard Form of Agreement for Snow Removal between Yellowstone County
and Contractor on the Basis of a Stipulated Price
Sierra Estates RSID 698**

This agreement is dated as of the 1st day of November 2023, by and between Yellowstone County, Montana (the County), and John's Yard and Home service, Billings, Montana (hereinafter called Contractor).

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

1. **Scope of Work:**

Snow plowing in Sierra Estates Subdivision see attached scope of work

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. **Contract Times**

This contract will be in effect from November ____, 2023 until May 1st, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. **Contract Price**

The County shall pay the contractor \$815.00 per plowing and \$150.00 per hour for sanding.

4. **Contractors Representation**

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

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

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

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

4.5 The Contractor will not be responsible for damage to landscaping that is within 3 feet of the edge of pavement.

5. **Contract Documents**

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

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated November 21st, 2016.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. **Miscellaneous**

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection⁴ with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County /Public Works, as additional insured for on-site work or Maintenance Servi

ce. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County / Public Works, are named as an additional insured under the Contractors insurance policy.

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

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

MS

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

- 6.3 Contractor is required to maintain workers' compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the prevailing party shall be entitled to reimbursement of Court costs and reasonable attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

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

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

This Agreement will be effective November 1st, 2023.

OWNER:

Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:

Billings, MT 59101



Contractor

Snow Plowing
Scope of Work – Specification Sheet
November 21st 2016

The scope of work includes but is not limited to the following:

- Yellowstone County is requesting price quotes for snow removal for roads, including cul-de-sacs, located in Sierra Estates.
- Sierra Estates is located in Lockwood off of Enfield Dr.. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The roads to be plowed are Enfield starting at the intersection of Tampico going south .La Paz Dr, La Paz CT, Durango Pl., El Paso St, Guadeloupe Dr, Nogales Dr, Toluca Dr, Toledo St, Hidalgo Dr, El Molino St, San Marino Dr past the intersection of Tanglewood Dr approximately 100 feet and Tanglewood Dr north of the intersection of San Marino approximately 159 feet. **All driveways are to be left cleared from any snow piles.**
- Snow plowing will automatically be expected once 4-5 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Tom Potter, may request snow plowing if less than 4-5 inches of snow have accumulated or sanding but they must request it.
- The County is requesting a per time Lump Sum Amount quote to plow the streets listed above; the amount of the quote will apply each time the roads are plowed regardless of the amount of snow on the roads.

All Contractors interested in submitting a price quote for this work are encouraged to visit the site(s) and verify or obtain their own measurements of lengths, widths, slopes and obtain any other data needed to perform this work.

- Coordinate with property owners and RSID Ad-Hoc members as necessary.

WAS

- After completion of the work provide copies of the invoice to:
Yellowstone County Public Works
Ad-Hoc Committee

Member	Tom Potter_____
Address	_____

Phone	690-8860_____
e-mail	tkpotter@gmail .com_____

**Standard Form of Agreement for Snow Removal between Yellowstone County
and Contractor on the Basis of a Stipulated Price
West Meadows RSID 698**

This agreement is dated as of the 1st day of November 2023, by and between Yellowstone County, Montana (the County), and John's Yard and Home service, Billings, Montana (hereinafter called Contractor).

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

1. Scope of Work:

Snow plowing in West Meadows Subdivision see attached scope of work

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from November ____, 2023 until May 1st, 2024. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the contractor \$465.00 per plowing

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given the County written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.
- 4.5 The Contractor will not be responsible for damage to landscaping that is within 3 feet of the edge of pavement.

5. Contract Documents

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

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated November 21st, 2016.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

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

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

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

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

- 6.3 Contractor is required to maintain workers' compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the prevailing party shall be entitled to reimbursement of Court costs and reasonable attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

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

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

This Agreement will be effective November 1st, 2023.

OWNER:

Yellowstone County

Billings, Montana 59101

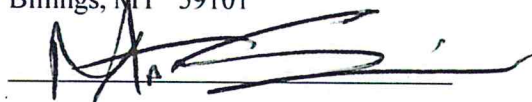


Tim Miller

Public Works Director

CONTRACTOR:

Billings, MT 59101



Contractor

Snow Plowing in West Meadows Subdivision, RSID 773M
Scope of Work – Specifications

The scope of work includes but is not limited to the following:

- Yellowstone County is requesting price quotes for snow removal for roads, including cul-de-sacs, located in West Meadows Subdivision.
- West Meadows Subdivision is located west of Billings, Montana off 80th St W.. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The roads to be plowed are the paved portions of Monad Rd. Homewood Park Drive, Penta Circle, Whistler Way and Wood Duck Circle.
- **All driveways are to be left cleared from any snow piles.**
- Snow plowing will automatically be expected once 2 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Levi Britten, may request snow plowing if less than 2 inches of snow have accumulated but he must request it.
- The County is requesting a per time Lump Sum Amount quote to plow the streets listed above; the amount of the quote will apply each time the roads are plowed regardless of the amount of snow on the roads.

All Contractors interested in submitting a price quote for this work are encouraged to visit the site(s) and verify or obtain their own measurements of lengths, widths, slopes and obtain any other data needed to perform this work.

- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work provide copies of the invoice to:
Yellowstone County Public Works
Ad-Hoc Committee Member Levi Britton
Address 7623 N. Leopard Ave. Billings Mt. 59106
Phone (406) 690-6633
Fax (406) 652-5163