

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

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:30 a.m. RECOGNITION

| | | |
|---------------|----------------------|----------------------------------|
| Shawn French | Road | Retirement - 27 Years of Service |
| Randy Pardis | Metra Administration | Retirement - 48 Years of Service |
| Jeff Seward | Metra Administration | 25 Years of Service |
| Theresa Reitz | Commissioners | 20 Years of Service |

9:30 a.m. PUBLIC HEARING

Resolution 24-58 to Grant Tax Abatement to Phillips 66 on Class Eight Property

9:30 a.m. ZONE CHANGE PUBLIC HEARINGS

1. Land Use Contrary to Zone (LUCZ) No. 3 – City of Billings Water Pump Station –2331 58th St W
The City of Billings will be constructing a water pumping station at 2331 58th St West, a parcel zoned Large Lot Suburban Neighborhood (N4). Water pump stations and similar utility installations are not allowed uses within the N4 zone district. The parcel is legally described as Lot 2B of Yellowstone Meadows Phase 3, 2nd amended Planting Area. The parcel is .465 acres in area. 76-2-402. Local zoning regulations -- application to agencies. (1) Whenever an agency proposes to use public land contrary to local zoning regulations, a public hearing must be held and the agency shall attend the public hearing. (2) The local governing body shall hold a hearing within 30 days of the date the agency gives notice to the local governing body of its intent to develop land contrary to local zoning regulations.

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. **COMMISSIONERS**

- a. Board Reappointment - Kirk Brumfield to Shepherd Fire Service Area Board
- b. Board Openings - Updated List
- c. Montana State Firefighters Memorial Request for PILT Funds
- d. HAY Committee Recommendation - Project Manager

2. **FINANCE**

- a. MetraPark Recommendation to Reject all Bids for Forklift
- b. ARPA Project Tracking Sheet through 3/15/24
- c. Bond for Lost Warrant
- d. Invitation for Bid for Yellowstone County Courthouse Security Cameras - Addendum #1
- e. DNRC Vendor Invoice for BBWA Grant AC-22-0194, Reimbursement Request #3 Final

3. **PUBLIC WORKS**

Agreement with MDT for Lockwood Sidewalk Construction

4. **HUMAN RESOURCES**

PERSONNEL ACTION REPORTS - Sheriff's Office - 3 Salary & Other; **MetraPark** - 1 Termination; **Detention Facility** - 3 Salary & Other; 3 Terminations; **County Attorney** - 1 Appointment; **Justice Court** - 2 Appointments; **Road & Bridge** - 1 Appointment; **Youth Services Center** - 1 Termination

FILE ITEMS

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 03/25/2024

Title: March Recognition/Departure of Service

Submitted By: Amy Mills

TOPIC:

| | | |
|---------------|----------------------|----------------------------------|
| Shawn French | Road | Retirement - 27 Years of Service |
| Randy Pardis | Metra Administration | Retirement - 48 Years of Service |
| Jeff Seward | Metra Administration | 25 Years of Service |
| Theresa Reitz | Commissioners | 20 Years of Service |

BACKGROUND:

na

RECOMMENDED ACTION:

na

B.O.C.C. Regular

Meeting Date: 03/25/2024

Title: Resolution to Grant Tax Abatement to Phillips 66

Submitted By: Steve Williams

TOPIC:

Resolution 24-58 to Grant Tax Abatement to Phillips 66 on Class Eight Property

BACKGROUND:

Phillips 66 has filed an application for tax abatement on equipment. The Board needs to take public comment and determine what tax abatement percentage is appropriate.

RECOMMENDED ACTION:

Take public comment and determine the appropriate percentage of abatement.

Attachments

Statute

Application

Application Spreadsheet

Res. to Grant Tax Abatement to Phillips 66

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

MCA 15-6-138

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

Effective: October 1, 2023

[Currentness](#)

(1) Class eight property includes:

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

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

(c) for oil and gas production, all:

(i) machinery;

(ii) fixtures;

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

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

(v) supplies except those included in class five;

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

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

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

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

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

(i) citizens band radios and mobile telephones;

(j) radio and television broadcasting and transmitting equipment;

(k) cable television systems;

(l) coal and ore haulers;

(m) theater projectors and sound equipment; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Credits

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

Notes of Decisions (16)

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

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



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

ABATE
V1 9/2023

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

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

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

Required Information

Applicant Name _____

Property Address _____

Mailing Address _____

City _____

State _____ ZIP _____

City _____

County _____

State _____ ZIP _____

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

Email _____

Contact Phone _____

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

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

1. Project's construction commencement date _____
2. Project's estimated construction completion date _____
3. A project plan is included with the application providing specific descriptions of qualifying manufacturing machinery, fixtures, and equipment. ☐ Yes ☐ No
Project plan must include site plans, construction blueprints or CAD files, and detailed equipment list with complete installation costs for each qualifying component.
4. NAICS code for the property _____

Applicant Signature _____ **Date** _____

Printed Name _____

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

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

County Government Use Only

Within 120 days of receiving an application, the local governing body shall issue a decision whether to approve an abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving an application, the application is considered approved in an amount equal to 100%. If an applicant's property qualifies for the abatement, the local governing body may not deny the abatement and the minimum amount of the abatement may not be less than 80%. Please refer to [15-6-138, MCA](#), for detailed information on the application process.

Complete the questions below.

1. Tax abatement application received on _____
2. Local governing body published public hearing notice within 60 days of receiving a completed application.
☐ Yes ☐ No
3. Public hearing held on _____
4. Project tax abatement ☐ Approved ☐ Denied
If Approved, exemption amount is: ☐ 100% ☐ 90% ☐ 80%
5. Approved tax abatement to be implemented beginning Tax Year _____

In the first five years after the manufacturing machinery, fixtures, and equipment assets are placed in service, the assets will be designated as 80% exempt, 90% exempt or 100% exempt. The initial year that the assets are placed in service must be designated in the approving resolution.

The exemption must be phased out at a rate of 20% of the amount allowed by the local governing body with the property being assessed at 100% of its taxable value after a 10-year period. In subsequent years, the property must be taxed at 100% of its taxable value.

Important! Approved application and resolution must be sent to:

Department of Revenue
PO Box 8018
Helena MT 59604-8018

County Official Signature _____ Date _____

Printed Name _____ Title _____

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

Phillips 66 Company
Billings Refinery
Support For SB-530 Abatement

| Asset Class | Combined ID | Asset Description | Capitalized On | Deactivation on | APC FY start | Capitalized Amount |
|-------------|-------------|--|----------------|-----------------|--------------|--------------------|
| 530000 | 1191110-0 | FTR4803 PreFilter | 10/16/2023 | (blank) | - | 528,826.03 |
| 530000 | 3021058-0 | FTR4804 PreFilter | 10/16/2023 | (blank) | - | 528,826.03 |
| 530000 | 3021062-1 | D4801 Coalescer | 10/16/2023 | (blank) | - | 640,157.88 |
| 530000 | 3021065-0 | Piping #2 SWS Unit 48 Install New Process Piping | 10/16/2023 | (blank) | - | 1,085,484.99 |
| 530000 | 2298017-0 | Ametek Thermox WDG-V Oxygen Analyzer | 10/31/2023 | (blank) | - | 300,700.25 |
| 530000 | 1191775-0 | Instrumentation | 12/1/2023 | (blank) | - | 300,504.00 |
| 530000 | 3021061-0 | X-3407 | 12/1/2023 | (blank) | - | 570,462.00 |
| 530000 | 3021061-1 | X-3408 | 12/1/2023 | (blank) | - | 570,462.01 |
| 530000 | 3021062-0 | X-3406 | 12/1/2023 | (blank) | - | 619,554.00 |
| 530000 | 3021063-1 | X-3405 | 12/1/2023 | (blank) | - | 726,214.00 |
| 530000 | 3021065-1 | Piping | 12/1/2023 | (blank) | - | 1,588,120.02 |
| Total | | | | | | 7,459,311.21 |

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24- 58

Resolution to Grant Tax Abatement to Phillips 66 Company on Class Eight Property

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

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

WHEREAS, the Yellowstone County Board of County Commissioners received an application from Phillips 66 Company, that owns class eight property, for a tax abatement on the property. Attached is a copy of the application. The Board reviewed the application. Phillips 66 Company appeared to meet the requirements to receive an abatement. The application was timely submitted and appears to encompass class eight property. Pursuant to 15-6-138(4)(b), the Montana Department of Revenue has the ability to examine the books and records of the company to verify that the subject property meets the requirements of the abatement.

WHEREAS, on March 12, 2024, the Yellowstone County Board of County Commissioners passed a resolution of intent to approve a tax abatement for the class eight property of Phillips 66 Company and set a public hearing on the adoption for March 25, 2024. On March 15, 2024 and March 22, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On March 25, 2024, the Board held a public hearing on the abatement. The Board heard comments on the abatement. The Board considered the comments. The Board determined CHS met the requirements to receive the abatement and _____ percent tax abatement would be appropriate for the initial five-year period.

NOW THEREFORE, BE IT RESOLVED,

Pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, the Yellowstone County Board of County Commissioners approves a tax abatement on the class eight property owned by Phillips 66 Company as indicated in the application. Phillips 66 Company meets the requirements to receive the abatement and the percentile of the abatement during the initial five-year period is _____ percent. The Department of Revenue retains the final determination of the amount of property that qualifies as class 8 property subject to the abatement and can reduce the amount of qualifying property if it determines that portions of the property contained in the application do not qualify for abatement under MCA 15-6-138.

Passed and Adopted on the 25th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Attachments

Statute
Application
Application Spreadsheet

B.O.C.C. Regular

1.

Meeting Date: 03/25/2024**SUBJECT:** Land Use Contrary to Zone (LUCZ) No. 3 – City of Billings Water Pump Station –2331 58th St W**THROUGH:** Karen Husman**FROM:** Karen Husman

TOPIC

Land Use Contrary to Zone (LUCZ) No. 3 – City of Billings Water Pump Station –2331 58th St W
The City of Billings will be constructing a water pumping station at 2331 58th St West, a parcel zoned Large Lot Suburban Neighborhood (N4). Water pump stations and similar utility installations are not allowed uses within the N4 zone district. The parcel is legally described as Lot 2B of Yellowstone Meadows Phase 3, 2nd amended Planting Area. The parcel is .465 acres in area. 76-2-402. Local zoning regulations -- application to agencies. (1) Whenever an agency proposes to use public land contrary to local zoning regulations, a public hearing must be held and the agency shall attend the public hearing. (2) The local governing body shall hold a hearing within 30 days of the date the agency gives notice to the local governing body of its intent to develop land contrary to local zoning regulations.

REQUEST

State law governing the application of local zoning regulations to public agencies, local or state, have been on the books since 1981. The purpose of this code section - MCA 76-2-401 and 402 - was to ensure the ability of public agencies to accomplish the mission and purpose of their agency while giving local communities the opportunity to comment when those projects were contrary to locally adopted zoning. Public agency is defined in the law as "a board, bureau, commission, department, an authority, or other entity of state or local government". The term captures many local or state entities from the Department of Natural Resources Conservation (DNRC) to local school districts or even city or county departments. The law does not apply to federal agencies or departments. The law excludes public projects on land that is privately owned. For example, if the DNRC has partnered with a landowner to complete a project on private property, it is not exempt from local zoning and is not covered by MCA 76-2-402.

In 2021, Senator Bill Mercer introduced and passed a bill that amended this section of state law. The previous convening body for Land Uses Contrary to Zoning was the appointed Board of Adjustment. In addition, the law had language that implied the Board of Adjustment could not provide its own advice, opinion, or summarize the public comments for the applicant's consideration. The changes adopted in 2021 place these types of projects in front of the local governing body (city or county) for public hearing and allows the governing body to provide input, opinion and advice to the project sponsors. The change in law, however does not give the County Commissioners the ability to impose conditions of approval or deny the proposed project.

RECOMMENDATION

Planning staff recommends the Commission conduct a public hearing and receive public comment on the City of Billings Water Pump Station contrary to local zoning regulations.

APPLICATION DATA**OWNER:** City of Billings**LEGAL DESCRIPTION:** Lot 2B of Yellowstone Meadows Phase 3, 2nd amended Planting Area.

ADDRESS: 2331 58th St. W
CURRENT ZONING: N4
EXISTING LAND USE: Vacant
PROPOSED USE: Potable water pump station
SIZE OF PARCEL: .465 Acres.

CONCURRENT APPLICATIONS

Not applicable.

APPLICABLE ZONING HISTORY

There is limited zoning history related to this type of request.

SURROUNDING LAND USE & ZONING

| | |
|--------|--|
| NORTH: | Zoning: N4 -Large Lot Suburban Neighborhood Land Use: Vacant |
| SOUTH: | Zoning: RR1-Rural-Residential 1 acre to 2.9 acres Land Use: Vacant |
| EAST: | Zoning: N4 -Large Lot Suburban Neighborhood Land Use: Vacant |
| WEST: | Zoning: RR1-Rural-Residential 1 acre to 2.9 acres Land Use: Vacant/Ag |

BACKGROUND

SUMMARY

RECOMMENDATION

Planning staff recommends the Commission conduct a public hearing and receive public comment on the City of Billings Water Pump Station placement on an N4 zone contrary to local zoning regulations. No additional action is required of the BOCC once the hearing is held.

Attachments

Zoning Map & Site Photos

Application

Site Plan



Zoning Map & Site Photos



Subject property





Subject Property



Looking South on 58th



Looking Southeast



Looking Northeast



Looking North



Looking West

COUNTY APPLICATION FORM

COUNTY Land Use Contrary to Zoning : County LUCZ #_3____ - Project #PZX_24-00101

FEE: \$482

The undersigned as owner(s)/manager(s) of the following described property hereby request a Public Hearing before the **County Commissioners** on a **Land Use Contrary to Zoning** from the terms of the County Zoning Regulations.

PARCEL TAX ID # _____ Commission District _____

Legal Description of Property: _____

Address or General Location (If unknown, contact County Public Works): _____

Zoning Classification: _____

Size of Parcel (Area & Dimensions): _____

Brief explanation of the Project: (attach additional pages and site plan/building plan)

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): _____
(Recorded Owner)

(Address)

(Phone Number) (email)

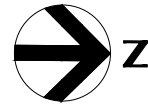
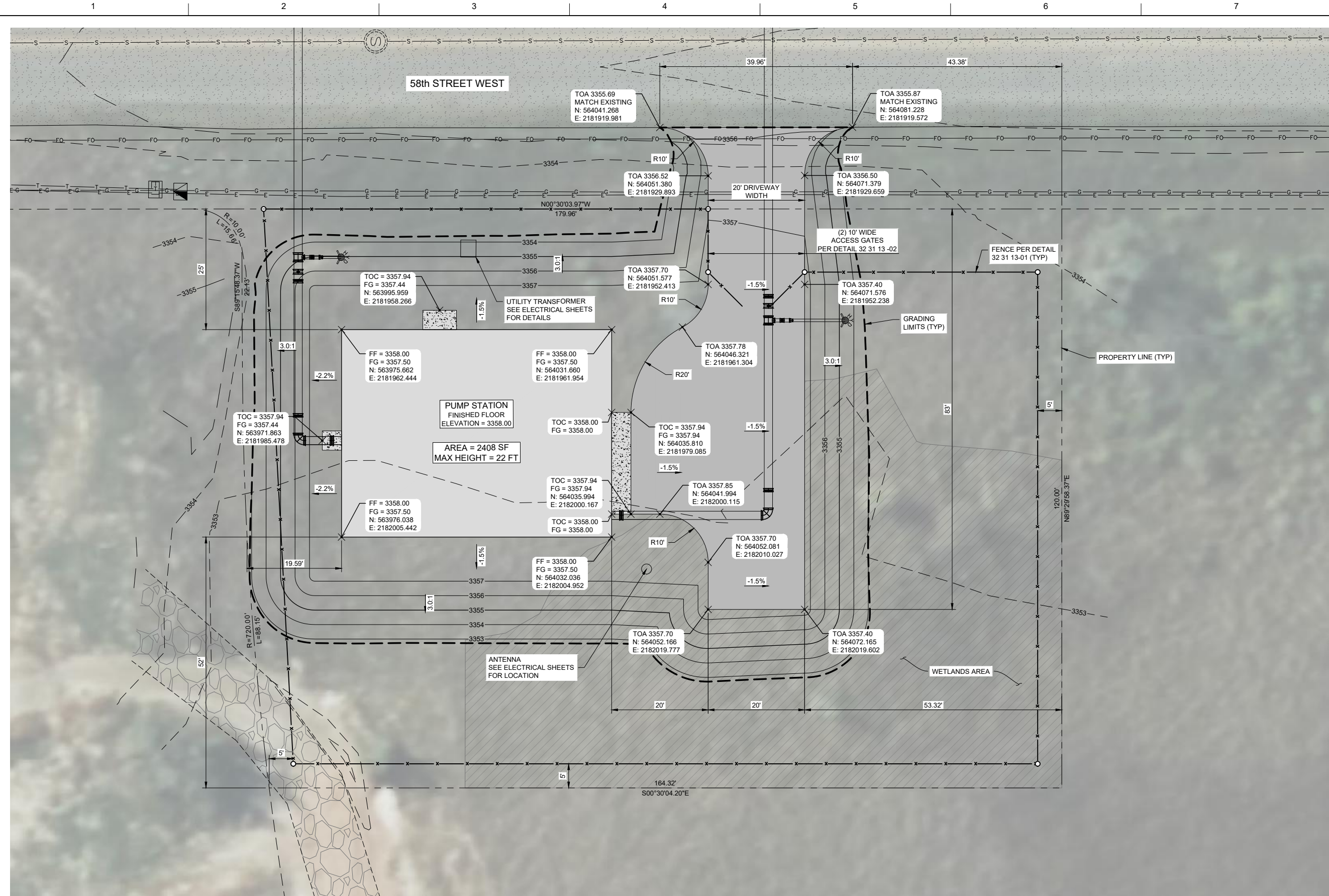
Agent(s): _____
(Name)

(Address)

(Phone Number) (email)

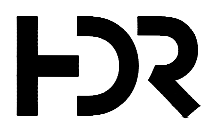
I attest that all the information presented herein is factual and correct.

Signature: _____  _____ Date: _____
(Recorded Owner/Managing Agency)



GENERAL NOTES:

- 1. PROVIDE DESIGN IRRIGATION SYSTEM FOR GRASS WITHIN EXTENTS OF FENCED IN AREA EXCLUDING THE WETLANDS AREA.
- 2. PROVIDE ASPHALT PAVEMENT PER DETAIL 32 12 16-01.
- 3. TO THE EXTENT POSSIBLE STAY OUT OF THE WETLANDS AREA OUTSIDE OF THE GRADING LIMITS.



| | | |
|-------|------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| ISSUE | DATE | DESCRIPTION |

| | |
|-----------------|-------------------|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | J. OSTRANDER |
| STRUCTURAL | T. HAMLIN |
| ARCHITECTURAL | J. RICKERT |
| PROCESS | K. CHRISTOFANELLI |
| MECHANICAL | R. DALRYMPLE |
| ELECTRICAL | L. KIRMEYER |
| INSTRUMENTATION | D. BEST |
| PROJECT NUMBER | 10366698 |



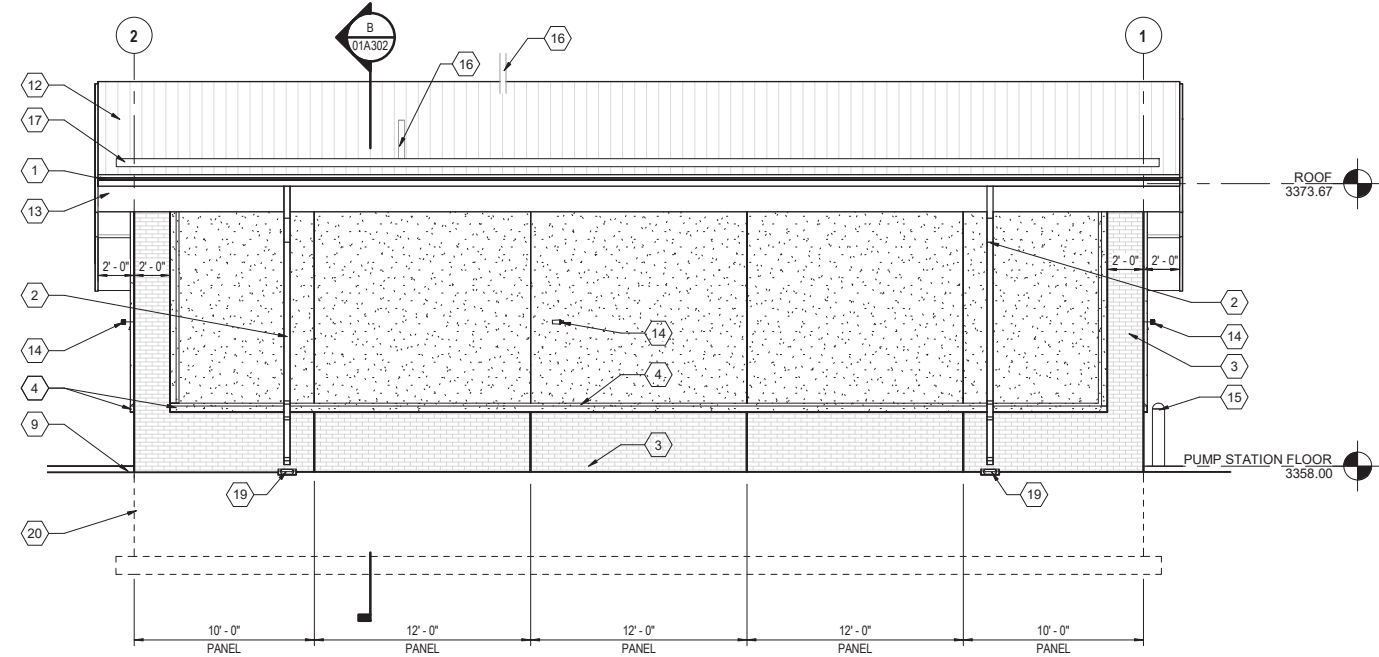
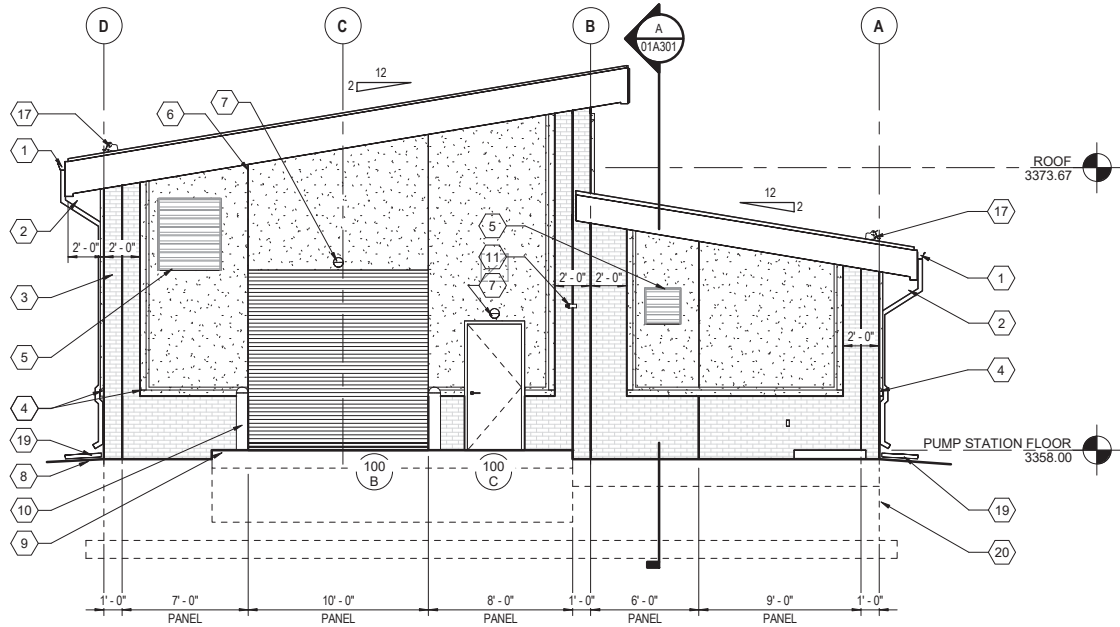
City of Billings, MT
W.O. 23-12
ZONE 4 PUMP STATION
& WATERLINE
IMPROVEMENTS



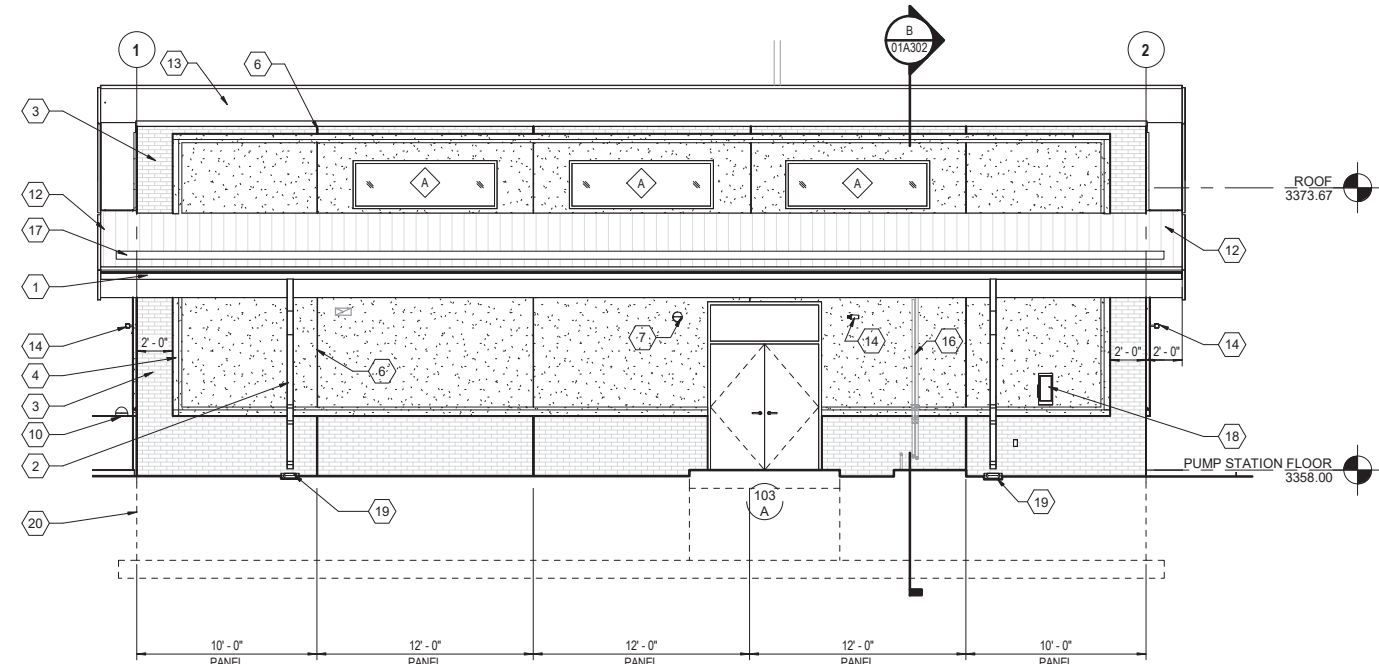
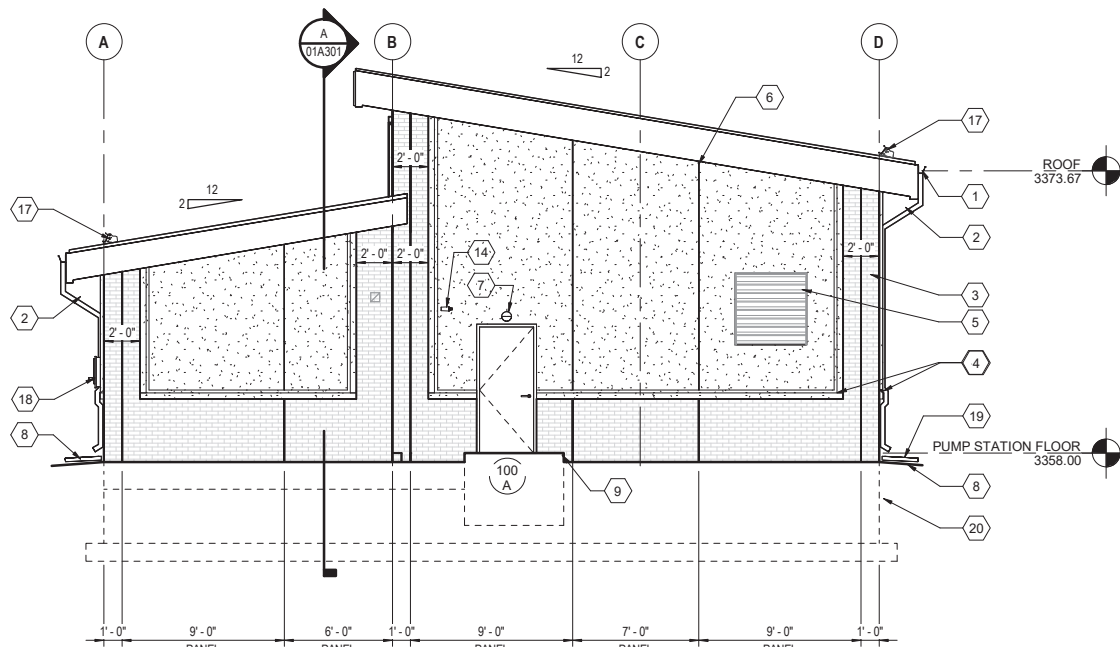
CIVIL
DIMENSIONAL, GRADING AND
PAVING SITE PLAN

FILENAME | EXH-01.dwg
SCALE | 1" = 10'

SHEET
EXH-01



- KEYNOTES
- 1 GUTTER
 - 2 DOWNSPOUT
 - 3 THIN BRICK INSET
 - 4 PRECAST LEDGE
 - 5 DUCTWORK, SEE MECHANICAL
 - 6 PANEL JOINT
 - 7 LIGHTING, SEE ELECTRICAL
 - 8 GRADE
 - 9 STOOP (TYP), SEE STRUCTURAL
 - 10 EXTERIOR BOLLARD
 - 11 CAMERA, SEE ELECTRICAL
 - 12 METAL ROOF
 - 13 FASCIA
 - 14 CAMERA, SEE ELECTRICAL
 - 15 INTERIOR BOLLARD
 - 16 PIPING, SEE MECHANICAL
 - 17 SNOW RETENTION
 - 18 ELECTRICAL EQUIPMENT
 - 19 SPLASHBLOCK
 - 20 FOOTING, SEE STRUCTURAL



| | | |
|---------------------------|-----------|-------------|
| PROJECT MANAGER C. HABBEN | | |
| CIVIL J. OSTRANDER | | |
| STRUCTURAL T. HAMLIN | | |
| ARCHITECTURAL J. RICKERT | | |
| PROCESS K. CHRISTOFANELLI | | |
| MECHANICAL R. DALRYMPLE | | |
| ELECTRICAL L. KIRMEYER | | |
| INSTRUMENTATION D. BEST | | |
| PROJECT NUMBER 10366698 | | |
| ISSUE | DATE | DESCRIPTION |
| | FEB. 2024 | 95% REVIEW |



City of Billings, MT
W.O. 23-12
ZONE 4 PUMP STATION
& WATERLINE
IMPROVEMENTS

ZONE 4 PUMP STATION
EXTERIOR ELEVATIONS



FILENAME
SCALE 3/16" = 1'-0"

SHEET
01A201

B.O.C.C. Regular

1. a.

Meeting Date: 03/25/2024

Title: Board Reappointment

Submitted By: Erika Guy

TOPIC:

Board Reappointment - Kirk Brumfield to Shepherd Fire Service Area Board

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and Mail

Attachments

Kirk Brumfield

Yellowstone County



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

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

March 25, 2024

Mr. Kirk Brumfield
5839 Chicago Rd.
Shepherd, MT 59079

RE: Re-appointment to Shepherd Fire Service Area Board

Dear Mr. Brumfield,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be to May 3, 2027.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

BOCC/eg

c: Board File - Clerk & Recorder

B.O.C.C. Regular

1. b.

Meeting Date: 03/25/2024

Title: Board Openings - Updated List

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

March 26, 2024

| | | |
|-------------------------|--------|----------------------|
| AREA II AGENCY ON AGING | 1 year | 1 partial to 6/30/24 |
|-------------------------|--------|----------------------|

| | | |
|--|--------|------------------|
| LAUREL FIRE DISTRICT #7 | 3 year | 2 full to 5/4/27 |
| WORDEN FIRE DISTRICT #4 | 3 year | 2 full to 5/4/27 |
| LAUREL FIRE DISTRICT #5 | 3 year | 2 full to 5/4/27 |
| BROADVIEW FIRE DISTRICT #3 | 3 year | 1 full to 5/4/27 |
| LOCKWOOD URBAN TRANSPORTATION DISTRICT | 4 year | 2 full to 5/2/28 |

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

**APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, April 25, 2024**

March 12, 2024

| | | |
|------------------------------|--------|-----------------------|
| 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 |

- ✚ **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.

| | | |
|-------------------------|--------|-----------------------|
| 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 |
|-----------------------------|--------|--------------------|

- ✚ **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 partial 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 2 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, April 11, 2024**

B.O.C.C. Regular

1. c.

Meeting Date: 03/25/2024

Title: Montana State Firefighters Memorial Request for PILT Funds

Submitted By: Erika Guy

TOPIC:

Montana State Firefighters Memorial Request for PILT Funds

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

MT State Firefighters Memorial Request for PILT Funds



Event Sponsorship Form

2024 MONTANA FIREFIGHTERS' MEMORIAL RUN

Friday, June 7, 2024 @ 7:00 pm

The run will continue to take place and will be held on June 7th, 2024, at 7:00 p.m. The 5K will start at approximately 7:00 p.m. and the 1-mile run/walk will start around 7:15 p.m. Please come out and enjoy a warm Montana evening and walk, run, or just support the fundraising efforts we are undertaking. **All** proceeds for the run go directly to the benefit of the Montana Fire Fighter's Memorial Park.

Please consider the following ways you can make the
MT State Firefighters Memorial Run a success!
Deadline for sponsorship: April 30, 2024

- ☐ Fahrenheit Sponsorship– Finish Line \$5,000
- ☐ Scorchers Sponsorship– Start Line \$2,500
- ☐ Rescue Runner Sponsorship– Cheer Zone \$1,000

Please make your checks payable to: MT St Firefighters Memorial

Business Name: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

- Please e-mail your company artwork in PNG or jpeg format to mtfirefightersmemorial@gmail.com
- Please mail this completed sponsorship form to PO Box 1195, 215 W 1st ST, Laurel, MT 59044



**Montana State
Firefighters
Memorial**

**215 W 1st St
Laurel, MT 59044
406-850-0273**
<https://www.montanastatefirefightersmemorial.org/events/>

**Donations of raffle
prizes are welcome,
too.**

**We gladly accept
any items you can
provide.**

215 W 1st St, Laurel, MT

TITLE
SPONSOR
RW
Charbonneau

2024

Montana Firefighters Memorial Run
Benefiting the Montana State Firefighters Memorial
Friday June 7, 2024

FAHRENHEIT

FINISH LINE

\$5000

SPONSORSHIP

You will get

Logo Recognition
Start & Finish Line

Opportunity to provide
branded giveaways or prizes.

Logo Recognition
on the Website

Logo on T-shirts

Acknowledgement on our
charity social media

4 Complimentary Tickets for a
Billings Mustang Baseball Game
(2024 Season)

SCORCHER

START LINE

\$2500

SPONSORSHIP

You will get

Logo Recognition on
the Starting Line

Opportunity to provide
branded giveaways or prizes.

Logo Recognition
on the Website

Logo on T-shirts

Acknowledgement on our
charity social media

RESCUE
RUNNER

CHEER ZONE

\$1000

SPONSORSHIP

You will get

Set a Tent Up & bring your
cheer squad on

Logo Recognition on
the Website

Logo on T-shirts

Acknowledgement on
our charity social media



406-850-0273



MONTANA STATE
FIRE FIGHTERS
MEMORIAL



215 W 1ST ST, LAUREL, MT

B.O.C.C. Regular

1. d.

Meeting Date: 03/25/2024

Title: HAY Committee Recommendation - Project Manager

Submitted By: Erika Guy

TOPIC:

HAY Committee Recommendation - Project Manager

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Project Manager

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 *D. Vigness*
Yellowstone County Hay Evaluation Committee
LynnDee Schmidt, Jeff Martin, Dwight Vigness, Val Weber -
Tim Miller withheld from reviewing.

Date: March 18, 2024

Re: Review of position

Recommendation of the HAY Evaluation Committee:

| Title | Grade | Range |
|------------------------|-------|---------------------|
| Project Manager | I | \$63K – 75K - \$90K |

Due to recruitment challenges Public Works and HR have created a position of Project Manager to take the place of Civil Engineer.

Commissioner's Action

| | Approved | 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 | Project Manager |
| Class Code Number | 4044 |
| Grade | I |
| FLSA | Exempt |
| EEO Function | Streets & Highways (2) |
| EEO Category | Technician (3) |
| Date | March 2024 |

Job Summary

Under the leadership and guidance of the Public Works Director, this position coordinates construction of various projects for Yellowstone County by overseeing design projects, including roadways, traffic controls, and drainage systems; does related work as required.

Distinguishing Class Features

This is responsible professional work in the study, preconstruction and construction of projects and other work as assigned. The work is performed under the general supervision of the Public Works Director or designee, 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 employees, supervisors and the public. Supervision may be exercised over technical and clerical staff as assigned.

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.)

- ☐ Serves as project manager on assigned projects; oversees, directs, and reviews the work of technical project staff including consultants;
- ☐ Responsible for overseeing projects from conception to completion, ensuring they are executed within the designated timeline, budget, and quality standards;
- ☐ Establishes design criteria to be used by project staff and/or outside consultants; establish grades for streets, curbs and gutters, alleys or other paving projects, drainage lines and facilities, and similar projects; prepares preliminary and final estimates of work and material requirements; coordinates required advertising for bids;
- ☐ Acts as a project manager; research applicable codes, regulations, and requirements for assigned project; oversees the development of construction plans and specifications; oversees and coordinates changes as field conditions warrant;
- ☐ Inspects construction site to monitor progress and ensure conformance to engineering plans, specifications, and construction;
- ☐ Prepares change orders; reviews contractors' estimates and prepares/reviews progress payments;
- ☐ Oversees construction inspectors in the interpretation of plans and resolution of problems during construction; reviews as-built plans to ensure compliance with original plans and specifications;
- ☐ Reviews 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; participates in the Development Review Committee;

- ☐ Reviews and processes requests for Special Improvement Districts, petitions to accept or abandon right-of-way, encroachment permits, address assignment and site development ordinance variance request;
- ☐ Coordinates with Public Works Director in evaluating procedures and developing new and improved practices;
- ☐ Participates in policy and plan development;
- ☐ Provides technical assistance and support to other division and departments; provides public counter support to developers, builders, contractors and the general public pertaining to County Public Works issues and related requirements; attends public meetings as requested;
- ☐ Assists the subdivision coordinator with review of Subdivisions, surveys and other land use plans or projects;
- ☐ Prepares policy and regulation updates when warranted;
- ☐ Performs related work as required.

Required Knowledge and Abilities

Knowledge and understanding of:

- ☐ Principles and practices of construction for roadways, traffic control, storm water, and water;
- ☐ Principles and practices of capital improvement planning;
- ☐ Principles, practices and laws of land surveying and land development;
- ☐ Recent developments, current literature, and sources of information regarding construction management;
- ☐ Principles and practices of project, construction, and program management;
- ☐ Modern office procedures, methods, and computer equipment;
- ☐ Plan review and database software, including Bluebeam, AutoCAD (latest version);
- ☐ Geographical Information Systems (GIS); concepts, usage, and software; and
- ☐ Pertinent federal, state, and local laws, codes, and regulations.

Skill to:

- ☐ Use computer and data processing technology as applied to blueprints, drafts, and architectural utilizations;
- ☐ Operate a personal computer using word processing, spreadsheets, and specialized database 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;
- ☐ Review complex plans, designs, and specifications;
- ☐ Resolve regulatory, public relations and system design questions;
- ☐ Serve as project manager on construction projects;
- ☐ Administer 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;
- ☐ Monitor phases of construction projects and prepare progress reports and payments;
- ☐ Exercise professional judgment to achieve results consistent with objectives; and
- ☐ Prepare and maintain technical records and prepare complex comprehensive reports.

Reporting Relationships

Reports to the Public Works Director.

Minimum Qualifications

Education/Experience/Training:

- Graduation from college or university of recognized standing with a Bachelor's Degree in Mechanical Engineering, Civil Engineering, Construction Engineering, Construction Management, or a related field; **and**
- One (1) years' experience within the field; **or**
- Any equivalent combination of education and experience totaling five (5) years.

Certifications:

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

Desired Certification:

- Project Management Professional (PMP) certification.

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 blueprints, 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 blueprints, other construction drawings and transport materials, files, and equipment;
- Frequently required to stand and walk; traverse uneven or sloped ground; reach with hands and arms; stoop, bend, kneel, crouch; speak and hear;
- 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

2. a.

Meeting Date: 03/25/2024

Title: MetraPark Recommendation to Reject All Bids for Forklift

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Recommendation to Reject all Bids for Forklift

BACKGROUND:

An Invitation for Bids "MetraPark Forklift" was released on January 30th, 2024 with bids due no later than 3:00 p.m March 4th, 2024. Bids were opened and read aloud at the Commissioners' regular Board meeting on March 5th, 2024 and were referred to committee for recommendation. Two bids were received and reviewed by committee. It is the committee's recommendation that all bids be rejected, and bid bonds returned as the County reserves the right to reject any or all bids received.

RECOMMENDED ACTION:

Approve the recommendation to reject all bids and return a copy to Finance

Attachments

Metra Reject of Award Forklift 2024

March 25th, 2024

Committee Recommendation; Invitation For Bid – MetraPark Forklift

An Invitation for Bids “MetraPark Forklift” was released on January 30th, 2024 with bids due no later than 3:00 p.m., March 4th. Bids were opened and read aloud at the Commissioners regular Board meeting on March 5th and were referred to committee for recommendation. After review of the two bids received, it is the Committee’s recommendation that all bids be rejected and bid bonds returned As the County reserves the right to reject any or all bids received.

James Matteson

Purchasing Agent

Yellowstone County

B.O.C.C. Regular

2. b.

Meeting Date: 03/25/2024

Title: ARPA Project Tracking Sheet Update

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

ARPA Project Tracking Sheet through 3/15/24

BACKGROUND:

ARPA Project Tracking Sheet through 3/15/24

RECOMMENDED ACTION:

Approve.

Attachments

ARPA Project Tracking Sheet - through 3.15.24

ARPA Projects

UPDATED: 3/14/2024
 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
 Remaining Budgeted Projects w/o Contingency
 Left to Expend/ Assign

| Predicted Expenditures |
|------------------------------|
| \$ 15,665,317.00 |
| 15,665,317.00 |
| 125,781.82 |
| 245,657.00 |
| (15,038,822.89) |
| Cash @ 3/14/24 16,663,249.93 |
| (15,519,901.77) |
| \$ 1,143,348.16 |

| Name | Discussion | Budget | Expended | Predicted Remaining Exp. | Funds left to Allocate | Explanation for Variance | Details | Contract? (Y/N) | Expenditure Category |
|---|------------------|-----------------|-------------------|--------------------------|------------------------|---|---|-----------------|---|
| 1 IAQ (indoor air quality) upgrades - HEPA Filtration (Original anticipated budget was \$4,000,000) | 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 \$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; 01/08/2024- Tanks completed & Filled with Propane; new mixing equipment installed - LP gas system is operational- testing & training is being scheduled; Equipment enclosure completed soon; Substantial completion - enclosure completed, punch list for final pay app | Y (Eng.) | 1.4 - Prevention in Congregate Settings |
| (COMBINED WITH IAQ PROJECT) - Propane-air standby facility (Original Budget was \$2,500,000.00) | 5/27/21, 7/12/21 | \$ 3,100,000.00 | \$ (1,287,991.18) | \$ (223,997.94) | \$ 1,588,010.88 | Deduct REPLACING ALL Roof Top AHU - Declined by BOCC | | Y | 1.4 - Prevention in Congregate Settings |
| Digital screens/ public address system | 5/27/21, 7/12/21 | \$ 500,000.00 | \$ (305,604.85) | \$ - | \$ 194,395.15 | replace 186 Sub-Woofer in original budget | 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. 5/15/23 - Speaker Final Commission Success. COMPLETED 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 |
| - PA System | 5/27/21, 7/12/21 | \$ 500,000.00 | \$ (305,604.85) | \$ - | \$ 194,395.15 | | | Y | 1.7-Other COVID-19 Public Health Expenses |
| - Arena Security system & Parking Lot | 5/27/21, 7/12/21 | \$ 1,750,000.00 | \$ (1,134,518.33) | \$ - | \$ 615,481.67 | Deducted Data Cables and extensive number of drops proposed for Expo & Pavilion | | Y | 1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine) |
| - LED Video Display/Signage | 5/27/21, 7/12/21 | \$ 2,200,000.00 | \$ (1,442,076.20) | \$ - | \$ 757,923.80 | Bids came in substantially below original estimates | 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 (Original Budget was \$14,509,546.00) | 5/27/21, 7/12/21 | | | | | | 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 | Y | 5.18- Water and Sewer; Other |

| Name | Discussion | Budget | Expended | Predicted Remaining Exp. | Funds left to Allocate | Explanation for Variance | Details | Contract? (Y/N) | Expenditure Category |
|--|------------------|---------------------------------|-----------------------------------|--------------------------|-------------------------------|---|--|-----------------|---|
| PROJECT #1 OF 5 – VIP PREMIUM LOT (COMPLETED) & ARENA PARKING LOT ISLANDS (COMPLETED) | | \$ 1,500,000.00 \$ 62,537.00 | \$ (872,827.23) \$ (27,210.00) | \$ - \$ - | \$ 627,172.77 \$ 35,327.00 | Reduced # of Security Cameras & bids came in under estimates Est vs. Bid | | | |
| PROJECT #2 OF 5 - LOWER LOT (PAVILION & EXPO) OUTSIDE SEWER LINES | | \$ 8,900,000.00 | \$ (6,562,428.39) | \$ (389,532.20) | \$ 1,948,039.41 | City Participation and value engineering | 10/13/2023 ARENA LOT- new water lines installed, data cable & Electrical conduit installed-Arena lot leveled and prepped for asphalt-concrete curbing expected to be completed by 10/27/23 - asphalt paving expected 10/30/23 | | 5.18- Water and Sewer: Other |
| PROJECT #3 OF 5 - ARENA LOT & RIDESHARE BID = \$2,178,344.00 less exclusion of vault (\$528,000.00) + C.O.s 60,860.52 = \$1,711,979.52 | | \$ 3,750,000.00 | \$ (1,381,187.60) | \$ (138,512.00) | \$ 2,230,300.40 | Bids came in below original estimates and removed Vault replacement | 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); PROJECT ESTIMATE - \$4,500,000.00; 7/20/23 Pre-project planning and site walk-through; 8/17/23 - Reducing Scope to exclude Concrete Vault Repair (-\$528,000.00); 8/24/2023- Pre-Construction Meeting on-site; 9/14/23- Project started - stripping asphalt from Arena Lot- to be re-used for Back-Lot RV Parking- Addendum- Safety Fencing around project to block patrons from accessing const. area; 10/16/23 Change Order #1 deduct (\$527,225.00) for Sidewalk Vault repair- ADD \$13,409.52 for grouting rock bank next to upper lot stairs- ADD \$22,007.00 Addtl conduit from arena thru tunnel to VIP Ticket booth- ADD Temporary Safety Fencing around Arena Lot for Public Safety \$3,8943.00 - Potential C/O's for additional concrete/asphalt in ADA area, and new Light Pole. New project total \$1,850,000.00; 11/27/2023- Project 90% complete, Pavement & Concrete near completion, Lot striping completed. 01/08/2024- Lot completed - punchlist items being corrected; 1/8/24 Lot completed, punchlist items being corrected. | | 5.18- Water and Sewer: Other |
| PROJECT #4 OF 5 - ARENA - INDOOR SEWER LINES | | \$ 700,000.00 | \$ (115,764.64) | \$ (49,920.87) | \$ 534,314.49 | Scoped ALL lines, no need to replace entire sewer lines | \$686,000.00 Estimated Project Total; 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; 11/27/23 Project Scope of Work to be reduced, as testing & scoping the lines show water lines are in good shape and will not need to be replaced. Contractors will concentrate efforts on plumbing issues. Expect significant cost savings; 1/08/24- Inspections and scoping completed- Contract not to exceed \$75,000.00 awarded to G&T Plumbing for repair & upgrades to Arena sewer lines; 2/14/24 Pay App #1 G&T Plumbing \$23,546.66 (contract \$70k). | | 5.18- Water and Sewer: Other |
| PROJECT #5 OF 5 - BACK LOTS / RV LOTS (ELECTRICAL, WATER, SANITARY SEWER, ROCK SCALING, SCARFING ROCK LEDGE, WEB CABLE NETTING) | | \$ 5,500,000.00 | \$ (205,746.26) | \$ (5,375,975.60) | \$ (81,721.86) | | 11/27/23 presentation to BOCC for anticipated Scope of Work, split into three areas, with Base Bid for Back of Arena Access Road, and Lot 3 (portable stalls) road improvement, Arena Back Lot Reconstruction, asphalt replacement behind & West side of Expo pavement around lake. Expected to include scaling the rock escarpment beside and behind Arena. Alternative # 1 is for water & sewer for the Carnival Lot RV camping area and to resurface it with new asphalt paving. Alternative #2 is for water & sewer to Lot 3B back lot camping area.; 01/08/2024 Engineers briefed Commissioners on Project- being released as a base bid, with Two Alternatives - Carnival RV Lot Improvements & Lower Lot Improvements PROJECT ESTIMATE - \$5,500,000.00 (ASKIN = \$3,755,566.00 + WWC \$385,000.00 + Hulteng \$185,000.0 + Terracon \$150,000.00 + Contingency = \$5,475,566.00); 2/21/24 Askin Bid \$3,755,602 | | 5.18- Water and Sewer: Other |
| PROJECT #6 OF 6 - SOUTH EXPO LOT - WATER SERVICE LINES | | \$ 1,350,000.00 | \$ - | \$ (1,350,000.00) | \$ - | | Replacing Water service lines | | 5.18- Water and Sewer: Other |
| 4 Lockwood TEDD - Engineering Costs (Original Budget was \$556,000.00) | 5/27/21, 7/12/21 | \$ 756,000.00 | \$ (457,135.33) | \$ (298,864.67) | \$ - | | Water & Sewer extension - Engineering costs | Y | 5.18- Water and Sewer: Other |
| 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 |

| | Name | Discussion | Budget | Expended | Predicted Remaining Exp. | Funds left to Allocate | Explanation for Variance | Details | Contract? (Y/N) | Expenditure Category |
|----|--|------------|-----------------|-----------------|-----------------------------|---------------------------|-----------------------------|--|--------------------|--|
| 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 | \$ 1,000,000.00 | \$ (946,901.51) | \$ (53,098.49) | \$ - | | 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 |
| 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 |
| 13 | EXTENSION / 4H HVAC SYSTEM | | \$ 240,000.00 | \$ - | \$ (240,000.00) | \$ - | | LATC Funds to be used for this project (\$125,781.82) - remainder to be ARPA funds \$114,218.18 | | 6.1-Provision of Government Services |
| 14 | County Admin/Miller Building - HVAC/Plumbing | | \$ 3,200,000.00 | \$ - | \$ (3,200,000.00) | \$ - | | | | 6.1-Provision of Government Services |
| 15 | Short Term Jail | | \$ 4,200,000.00 | \$ - | \$ (4,200,000.00) | \$ - | | | | 6.1-Provision of Government Services |
| | Contingency | | \$ 1,973,000.00 | | | \$ 1,973,000.00 | | | | |

B.O.C.C. Regular

2. c.

Meeting Date: 03/25/2024

Title: Bonds for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for Lost Warrant on lost/stale dated checks

RECOMMENDED ACTION:

Approve reissue

Attachments

Bonds for Lost Warrant

BOND FOR LOST WARRANT

On September 28, 2023, Yellowstone County issued a warrant numbered 22902 to Alen Joseph Albrecht (Principal) in the amount of \$125.00. The warrant was drawn in payment of restitution for case # CR-2021-540. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$125.00 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$250.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this MARCH day of 20, 2024.

Alen Albrecht

Principal

Alen Joseph Albrecht

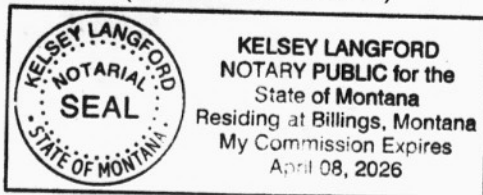
Principal

3642 So 56th St. W Boz

Mailing Address for replacement check 58101

SUBSCRIBED AND SWORN to before me this 20 day of March, 2024.

(NOTARIAL SEAL)



[Signature]
Notary public for the State of MT
Residing at Yellowstone County
My commission expires 4/8/26

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

3/4/24

BOND FOR LOST WARRANT

On August 17, 2023, Yellowstone County issued a warrant numbered 22818 to Alen Joseph Albrecht (Principal) in the amount of \$100.00. The warrant was drawn in payment of restitution for case # CR-2021-540. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$100.00 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$200.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this 20 day of MARCH, 2024.

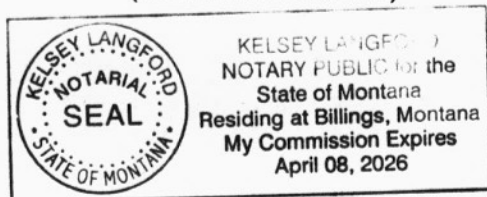
Alen Joseph Albrecht
Principal

Alen Joseph Albrecht
Principal

3642 50 56TH St W Bldg
Mailing Address for replacement check 59101

SUBSCRIBED AND SWORN to before me this 20 day of March, 2024

(NOTARIAL SEAL)



[Signature]
Notary public for the State of MT
Residing at Yellowstone County
My commission expires 4/8/26

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

2/7/24

B.O.C.C. Regular

2. d.

Meeting Date: 03/25/2024

Title: Invitation for Bid - Yellowstone County Courthouse Security Cameras Addendum #1

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Invitation for Bid for Yellowstone County Courthouse Security Cameras - Addendum #1

BACKGROUND:

An Invitation for Bid for Courthouse Security Cameras was released on March 5th, 2024. Addendum #1 is to authorize Hanwha Security Cameras as approved equipment as they are NDAA approved, and in use in a Yellowstone County facility.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

IFB Courthouse Security Cameras Addendum #1

March 25th, 2024

Addendum #1

**Yellowstone County Courthouse Security Cameras
Invitation to Bid**

Scope of Work – pg. 5

Hanwha Vision Security Cameras are authorized in bid.

Yellowstone County
Billings, MT 59101

John Ostlund
BOCC Chair

Date

Attest:

Jeff Martin, Clerk & Recorder

B.O.C.C. Regular

2. e.

Meeting Date: 03/25/2024

Title: DNRC Vendor Invoice for BBWA Grant AC-22-0194

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

TOPIC:

DNRC Vendor Invoice for BBWA Grant AC-22-0194, Reimbursement Request #3 Final

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approved

Attachments

DNRC Vendor Invoice - BBWA Draw #3 Final

| STATE OF MONTANA | | | | | | | | | | | |
|--|--|----------------|-----------------------------------|---|--|--|--|--|--|--------------|--|
| VENDOR INVOICE | | | | | | <ul style="list-style-type: none"> VENDOR RETURNS SIGNED ORIGINAL FILE ORIGINAL WITH TRANSFER-WARRANT CLAIM. | | | | | |
| VENDOR'S NAME AND ADDRESS | | | | | | BILLED TO | | | | | |
| Yellowstone County 316 N. 26th Street Billings, MT 59101 | | | | | | DNRC-CARDD PO Box 201601 Helena, MT 59620-1601 Attn Grant Manager: Shawna Swanz | | | | | |
| PROJECT INFORMATION: | | | | | | | | | | | |
| Grant Agreement Number: AC-22-0194 | | | | Project Name | | | | Billings Bench Water Association Main Canal Rehabilitation Project | | | |
| Period of Performance: 1/1/24-3/15/24 | | | | Reimbursement Request Number: | | | | #3 Final | | | |
| DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED: | | | | | | | | | | | |
| Name of Business/Vendor | | Invoice Number | Dates of Service/ Invoice Date | Budget Category / Task Number and Description (see Budget Tab and/or check against Grant Agreement Attachment B - Budget) | | | | | | Amount | |
| Askin Construction, LLC | | Pay App 2 | 1/1/24-2/9/24 | Construction | | | | | | \$376,109.35 | |
| | | | | | | | | GRAND TOTAL | | \$376,109.35 | |
| STATE USE ONLY APPROVED FOR PAYMENT | | | | | | I certify that this invoice is correct in all respects and that payment has not | | | | | |
| | | | | | | Authorized Recipient Name | | | | | |
| | | | | | | Date Processed | | | | | |
| Authorized Signature | | | | | | Authorized Recipient Signature | | | | | |
| Date | | | | | | Title | | | | | |

B.O.C.C. Regular**Meeting Date:** 03/25/2024**Title:** Agreement with MDT for Lockwood Sidewalk Construction**Submitted By:** Monica Plecker

TOPIC:

Agreement with MDT for Lockwood Sidewalk Construction

BACKGROUND:

The Lockwood Pedestrian Safety District will be installing sidewalks along Old Hardin Road through funds obtained through the Transportation Alternatives program. Historically, oversight of the project would have been the responsibility of MDT given the project is federally funded, however, a policy change now requires local governments to administer and oversee these projects. MDT will still be involved, but in a more limited role.

The project will construct approximately 2,200 feet of sidewalk from Piccolo Lane to Woodland Road. The project was awarded \$1,200,000 in Transportation Alternative funds. The project requires 161,040.00 in local match which is being provided by the Lockwood Pedestrian Safety District.

The agreement between MDT and Yellowstone County establishes the responsibilities and duties of the Parties with respect to project activities and ensure that that federal and state requirements are met in fulfilling its obligations to the FHWA and for the Project to remain eligible for state and/or federal funding,

RECOMMENDED ACTION:

Staff recommends approval of this item.

AttachmentsAgreement

City/County/Town Construction Agreement Checklist

This agreement is intended to be used on MDT-constructed projects that involve cities, counties, or towns. Filling out the information below will help you ensure you have all the necessary information to complete this agreement and will assist reviewers. **This checklist must be included with your proposed agreement when it is distributed for review.**

Agreement with: County of Yellowstone

Enter entire string: Yellowstone County

Prepared by: Sam Baker

General Project Information

1. **Federal Project ID:** TA 56(113)

UPN: 10433

Project Name: Sidewalks - Lockwood

Route: L-56-986

System: Off-system

Local Street Name: Old Hardin Road

Begin RP: Reference Post (RP) 1.36

End RP: RP 1.67

Project Scope: reconstruction Other: Sidewalk

Maintaining Authority: Local Govt.

Is this within an MPO area? Yes

Bridge Identification Number/NBI: [Enter Bridge IN/NBI if Applicable]

Required Project Provisions

Will the project have a Storm Water Pollution Prevention Plan (SWPPP)? No

Is the project in a Municipal Separate Storm Sewer System (MS4) area? Yes

Does the project involve a Class V injection well? No

Project Features

Select the checkbox next to every feature listed below that your project includes and that you intend to address in the current agreement. Standard language is provided in the template for these features.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Sidewalks | <input type="checkbox"/> Shared-Use Path |
| <input type="checkbox"/> Lighting | <input type="checkbox"/> Landscaping and/or Irrigation |
| <input type="checkbox"/> Benches/Bike Racks/Planters/Tree Grates and/or other Sidewalk/Non-Motorized Infrastructure | <input type="checkbox"/> Bulb-outs |

List any other project features covered by this agreement: Click or tap here to enter text.

Special Funding (Fill out if applicable)

If the project involves funding types that require local government funding contribution (e.g. matching funds or funds to finance specific project features) and/or concurrence with the use of funding, indicate below.

Funding Type: TA

Local Agency Funding? Yes, as a percentage of project cost

If "Other" selected, describe funding: Click or tap here to enter text.

Did you edit any of the standard language in the template? ☒ Yes ☐ No

Funding, Construction, Maintenance and Local Agency Guidelines (LAG) Agreement

TA 56(113)

Sidewalks - Lockwood

UPN 10433

This Agreement by and between Yellowstone County (County), and the Montana Department of Transportation (MDT, Department, or State) (collectively Parties), establishes the responsibilities and duties of the Parties with respect to project activities including: a new sidewalk; irrigation piping; sidewalk drain; signing; fencing; culverts; mailboxes; and utility adjustments on a portion of Old Hardin Road (L-56-986) located within the County of Yellowstone, Montana.

Whereas, the County's Unique ID is FNVKTJD3B7C1 and this Project is for development; and,

Whereas, the construction will be accomplished through Uniform Project Number 10433, Federal-Aid Project Number TA 56(113), titled Sidewalks - Lockwood (Project) located on Old Hardin Road (L-56-986) between Reference Post (RP) 1.36 and RP 1.67 as seen in the attached map; and,

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the County and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the Project to remain eligible for state and/or federal funding; and,

Whereas, the road upon which the Project is located is a public road not on any commission-designated highway system, and the road is under the legal jurisdiction of the County; and,

Whereas, costs necessary to complete the Project shall be funded by the Federal Transportation Alternatives Program; and,

Whereas, the State and County recognize the need to construct the Project, and are willing to share in its costs in accordance with Article VI, Funding; and,

Whereas, the County and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the County desires to have the Project constructed, the County deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in this Agreement;

Now, therefore, the Parties agree as follows:

ARTICLE I. FEDERAL SUBRECIPIENT AWARD INFORMATION

1. County's Unique Entity ID is FNVKTJD3B7C1;
2. This Project is not for research and development;
3. Federal Award Identification Number (FAIN) 693JJ2223000;
4. Federal Award Project Description: Transportation Alternatives;
5. Awarding Agency: FHWA;
6. The Period of Performance begins the date this Project is federally programmed until the closure date;
7. Indirect Cost Rate: If the County chooses to claim an indirect cost rate for reimbursement, it must do so in accordance with 2 CFR Part 200.414 and Section E, Appendices III-VIII. The County may use the current 10% de minimus indirect cost rate, unless the County has an indirect cost rate approved by a cognizant agency and submits a copy of the indirect cost approval letter to MDT.

ARTICLE II. GENERAL OBLIGATIONS OF MDT

1. MDT will provide appropriate and timely input during the Project's development.
2. If the County does not fulfill their maintenance requirements as stated herein, MDT may complete the required maintenance and seek compensation from the County. In doing so, MDT must first provide notice to the County allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the County.
3. MDT may complete any maintenance required due to a public emergency and seek compensation from the County for any costs incurred. In doing so, MDT may first provide notice to the County, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the County.

ARTICLE III. GENERAL OBLIGATIONS OF THE COUNTY

1. The County will design, award, and administer a construction contract to construct the Project.
2. The County will provide MDT with opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. The County agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.

4. The County will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.
5. The County, at its sole expense, will maintain the County signs installed as part of this Project. For the purposes of this Agreement, "maintenance of signs", is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, the wind, or other means.
6. The County, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.
7. Unless specified otherwise herein, the County agrees any infrastructure added and solely paid for by the County with this Project is the sole maintenance and repair responsibility of the County. If the infrastructure must be moved or modified by MDT due to future projects or maintenance requirements, the cost for moving or modifying the infrastructure will be paid for solely by the County. MDT will notify the County in advance of the need to remove or modify the infrastructure and will coordinate with the County as the Project develops. If the County chooses not to remove or modify the infrastructure, MDT will remove the infrastructure and invoice the County for its costs.
8. The County is responsible for issuing all future encroachment and approach permits and ensuring the resulting actions do not interfere with roadway or pedestrian travel or decrease safety.
9. The County agrees to regulate utility occupancy on the right-of-way of this highway in conformance with occupancy regulations that comply with or are more restrictive than the requirements of the Administrative Rule of Montana, 18.7.201 thru 18.7.241, governing "Right of Way Occupancy by Utilities."
10. The County agrees that it will assume full and complete responsibility for the Project including accepting any right of way acquired for the Project and ownership and responsibility for any permits obtained for the Project.

ARTICLE IV. PROJECT-SPECIFIC PROVISIONS

1. Small Municipal Separate Storm Sewer System (MS4) Permit

- a. The County agrees, the Project will be designed in compliance with applicable Small MS4 Permit requirements.
- b. The County agrees to operate, monitor and maintain storm water management features within the right of way of the Project limits in compliance with applicable MS4 requirements.

ARTICLE V. PROJECT-SPECIFIC FEATURES

1. Sidewalks

- a. Upon completion of the Project by the County and its Contractor, the County agrees to maintain and repair the sidewalks within the Project limits and ensure they are safe and functional for the traveling public.

ARTICLE VI. FUNDING

1. The County agrees to pay the requisite 13.42% non-federal matching funds for the Project and associated indirect costs up to the allowable overrun percentage in accordance with Tables 1 & 2 below.
2. The County is responsible for 100% of non-federal aid eligible costs and for the payback of state and federal funds expended on non-federal aid eligible elements of the Project, if required.
3. It is understood and agreed between the Parties that Section 17-1-106, MCA, requires any state agency that receives non-general funds, including MDT, to identify and recover its indirect costs. These costs are in addition to the direct Project costs. Indirect costs will be recovered on MDT charges to the Project. Indirect costs will not be recovered on County charges to the Project. See Table 1 below.
4. The County will be billed in advance for its local funds for MDT charges, including indirect costs and materials test rate. The billing for the Project's preliminary engineering (PE phase) for MDT charges will be sent within 30 days of this agreement being signed. The billing for the Project's CE phase will be sent no fewer than sixty (60) days prior to the Project's anticipated advertisement for letting.
5. The County will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Administration Division at:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

6. MDT will not submit programming requests to FHWA for individual project phases until the required local funds have been transferred to MDT. The Project will not advance past the Preliminary Engineering (PE) phase until a funding package (CN & CE) for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.
7. If payment is not made by the County within the thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full.
8. MDT will not participate in any future funding Agreement with the County until full payment, including any interest, is received from the County.
9. County agrees that, if the County terminates project development at any time, it will reimburse MDT for all costs incurred by MDT up to the date of the stoppage, including any required payback of Federal funds already expended on the Project.
10. If, after initial payment is made for the Project's construction (CN & CE phases), the bid opening or award by the County is delayed or postponed by thirty (30) days or more or canceled for any reason, the State agrees to refund the County initial payment within thirty (30) days, upon the County written request.
11. The current Project cost estimate, including IDC, materials test rate, and inflation, is shown in Table 1. This estimate will be updated, until Project closeout, at Project milestones and/or as more refined estimates become available. Any such revisions will be incorporated into this Agreement via Amendment, in accordance with the General Terms and Conditions.
12. The County's Project Manager will inform the State point of contact as soon as possible of anything that it appears will result in a cost increase and will discuss with the State the need for any possible additional funds, alternative designs, and/or reduction of the Project's scope and will consider the State's comments and concerns about the additional costs and/or alteration in scope or design. None of this will prevent, delay, or excuse the County from paying for any additional costs deemed necessary by State.
13. The County agrees to award the Project using Federal, State, and County matching funds, provided that the lowest responsive bid does not exceed the allowable overrun percentage shown in Table 2.

14. If the lowest responsive bid exceeds the allowable overrun percentage, as listed in Table 2, the County will contact the State to determine a funding solution agreeable to both Parties.
15. The Parties understand that it is possible that the estimated cost of the Project's construction may be exceeded once the Project has begun.

Table 1 - Project Cost Estimate (Including IDC and Inflation)

| Project Phase | Total Cost of Phase | Federal Funds (TA) 86.58% | State Matching Funds | County Matching Funds 13.42% | County Additional Funds |
|--|----------------------------|----------------------------------|-----------------------------|-------------------------------------|--------------------------------|
| Preliminary Engineering (PE) (MDT) | \$26,250 | \$22,727 | \$0 | \$3,523 | \$0 |
| Preliminary Engineering (PE) (County) | \$236,250 | \$204,545 | \$0 | \$31,705 | \$0 |
| Construction (CN) (County) | \$750,000 | \$649,350 | \$0 | \$100,650 | \$0 |
| Construction Engineering (CE) (MDT) | \$9,375 | \$8,117 | \$0 | \$1,258 | \$0 |
| Construction Engineering (CE) (County) | \$178,125 | \$154,221 | \$0 | \$23,904 | \$0 |
| Subtotal | \$1,200,000 | \$1,038,960 | \$0 | \$161,040 | \$0 |
| IDC | \$4,831 | \$4,183 | \$0 | \$648 | \$0 |
| Grand Total | \$1,204,831 | \$1,043,143 | \$0 | \$161,688 | \$0 |

The above costs are estimates and include inflation, current IDC, and materials test rate, which is included in the CN phase. The rows above are labeled with "MDT" and "County." The MDT rows are costs originating from MDT to provide oversight. The County rows are costs originating from the County for project development, construction, and construction engineering. Both MDT and County rows are billing to Federal Funds (TA) and County Matching Funds. The Indirect Cost Rate (IDC) only applies to the "MDT" rows.

Table 2 - MDT Guidelines for Awarding Construction Agreements
(Used to determine allowable overrun cost participation based on construction bid award amount)

| LOWEST RESPONSIVE BID | ALLOWABLE OVERRUN % |
|------------------------------|----------------------------|
| UNDER \$50,000 | 30% |
| \$50,000 - \$200,000 | 25% |
| \$200,000 - \$500,000 | 20% |
| \$500,000 - \$2,000,000 | 15% |
| OVER \$2,000,000 | 10% |

ARTICLE VII. GENERAL OBLIGATIONS OF THE PARTIES

1. The COUNTY shall meet the requirements for Federal-Aid funding set forth in this Agreement. The COUNTY and MDT agree that the Project is a pilot project for a revised Local Agency Guidelines (LAG) process and will utilize the guidance set forth in the existing MDT LAG Manual (September 2013) where applicable and practical. The COUNTY and MDT agree to work in partnership to resolve any requirements of the LAG Manual that are not practical or feasible in the delivery and administration of this Project.
2. The PARTIES shall manage the delivery of the project phases and project areas of responsibility as identified below.
 - a. Project Phases:
 - i. [PL] Program Development (Planning) - **MDT**
 - ii. [PE] Project Development (NEPA/MEPA, Design, Permitting) - **COUNTY**
 - iii. [RW] Right of Way Acquisition – **COUNTY**
 - iv. [IC] Utilities – **COUNTY**
 - v. [CN/CE] Advertising Bid & Award – **COUNTY**
 - vi. [CN & CE] Construction Contract Admin and Closeout - **COUNTY**
 - b. COUNTY Project Area Responsibilities:
 - i. Consultant selection and contract administration;
 - ii. Design;
 - iii. Environmental document preparation;
 - iv. Advertisement, bid, and award;
 - v. Civil Rights project management oversight, which includes compliance with the Americans with Disabilities Act (ADA), Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), On the Job Training (OTJ), and Title VI Programs;
 - vi. Construction contract administration.
 - c. MDT Project Area Responsibilities:
 - i. Civil Rights reporting for ADA, DBE, EEO, OJT, and Title VI Programs;
 - ii. Approval of Environmental documents and/or submittal of certification to FHWA that the action qualifies for a Categorical Exclusion (CE) for projects as allowed in section IV.A. of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1.
 - iii. Final Environmental certifications;
 - iv. Final certification of Right of Way (RW) transactions;

- v. Final certification of Utilities;
 - vi. Requests for authorization of FHWA funds;
 - vii. Public interest findings determinations;
 - viii. Project final acceptance.
- d. FHWA Project Area Responsibilities:
- i. Approval of National Environmental Policy Act (NEPA) environmental documents as described in Section IV.B of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1. and coordination of Endangered Species Act (ESA) consultation with USFWS.
 - ii. Approval of MDT's ADA, DBE, EEO, OTJ, and Title VI programs
 - iii. Authorization of FHWA funds
 - iv. "Buy America" waiver requests
 - v. Experimental features and special experimental projects
 - vi. Periodic audits of program and specific projects
3. The PARTIES agree to the following project personnel and communication structure:
- a. Project Manager – will be appointed and retained by the COUNTY and is the person with responsible charge as defined in 23 CFR 172.9. The COUNTY may appoint and retain different Project Managers for various project phases and will inform MDT of any change in Project Management.
 - b. Local Agency Liaison – will be appointed and retained by MDT to provide assistance as requested by the COUNTY. This liaison may be different MDT personnel during the design and construction phases.
 - c. MDT Program Manager – will work directly with the Project Manager and Local Agency Liaison as needed.
 - d. COUNTY Engineer – will provide principal oversight dedicating reasonable support and resources necessary for successful delivery of the project.
4. COUNTY LAG OBLIGATIONS
- a. The COUNTY shall meet the requirements set forth in the MDT LAG Manual (September 2013) where applicable and practical. The COUNTY and MDT agree to work in partnership to resolve any requirements of the LAG Manual that are not practical or feasible in the delivery and administration of this Project.
 - b. The COUNTY shall track internal costs and Project expenses in an accounting system that can allocate costs by project and can code between allowable and unallowable costs.
 - c. The COUNTY shall provide initial Project budget estimates to MDT broken out by phase and by work planned to be performed with

internal COUNTY staff and work planned to be performed by consultants and/or contractors.

- d. The COUNTY shall present reimbursement requests for the Eligible Costs incurred by Agency on behalf of the Project directly to MDT's Local Agency Liaison for review and approval. Such invoices shall identify the Project, UPN Number, Agreement number, Project phase, amount charged to each phase (e.g., PE, RW, CN), reimbursement request number, and itemize all expenses for which reimbursement is claimed. The COUNTY shall submit invoices to MDT no less than monthly but not greater than quarterly, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. The COUNTY shall also include with the invoice a Project progress report or summary that describes work accomplished for the invoicing period, and work expected for the next invoicing period.
 - i. Eligible Costs are the COUNTY'S actual Project costs that are:
 - 1. Reasonable, necessary and directly incurred in the development of the Project;
 - 2. Documented in accordance with generally accepted accounting principles established by the Governmental Accounting Standards Board; and
 - 3. Eligible or allowed uses of Federal and state of Montana Funds.
 - ii. Eligible Costs may include Indirect Costs (IDC) rates that have been approved by MDT. When an approved IDC does not exist, the COUNTY may request an IDC rate of 10% de minimus, in accordance with 2 CFR 200.
 - iii. MDT, in its sole discretion, determines whether a particular cost satisfies the criteria set forth in this Paragraph and is an Eligible Cost.
 - iv. The COUNTY may appeal any determination of an Ineligible Cost for further review, upon which, MDT will provide a detailed explanation of the determination, including any statute or program guidelines used to make such determination.
- e. The COUNTY shall have a written policy for the selection of engineering consultants that meet the requirements of 23 CFR 172. The COUNTY may choose to adopt MDT's consultant selection policy, modified (in writing) to be applicable to COUNTY personnel.
- f. The COUNTY shall meet the requirements of 23 CFR Part 636 and Title 18, MCA, regarding design-build contracts. The COUNTY shall have a written procedure for design-build contracts, if applicable to this project, or may choose to adopt MDT's design-build guidelines.
- g. The COUNTY shall develop a project delivery schedule, and status it no less than on a quarterly basis. The schedule will include milestones of major project phases (PE, RW, I/C, CN, and CE).

- h. The COUNTY shall provide notice to MDT when subsequent project phases (RW, IC, CN, CE) are ready to be programmed.
- i. The COUNTY shall not place or plan to place permanent Project features outside documented public RW. If additional RW (fee acquisition, easement, or temporary permits) are required to be completed, a RW phase will be initiated.
- j. The COUNTY shall be financially responsible for any federal payback deemed to be the result of the COUNTY's negligence in adhering to requirements set forth in this amended Agreement.
- k. The COUNTY shall not begin RW, IC, CE, or CN until the project NEPA/MEPA document has been signed and approved. The COUNTY is encouraged not to begin final design activities until NEPA/MEPA document signature.
- l. If performing these phases, the COUNTY shall be responsible for the necessary effort to complete environmental, RW, railroad, and utility certification prior to requesting programming for the construction (CN) phase. However, MDT shall be responsible for final approval of environmental, RW, railroad and utility certification.
- m. The COUNTY will utilize the Montana Public Works Standard Specifications, MDT Standard Specifications, or any combination thereof, for the administration of the Project including construction inspection and materials testing.
- n. The COUNTY shall include MDT in preliminary plan reviews and document comment resolutions. The peripheral of MDT's review shall include Americans with Disabilities Act (ADA) compliance, constructability, quantities, materials, and roadway geometrics.
- o. The COUNTY shall develop the Project plans and specifications in accordance with all applicable federal/national regulations and guidelines, including but not limited to ADA, Public Rights-of-Way Accessibility Guidelines (PROWAG), Manual on Uniform Traffic Control Devices (MUTCD), "Buy America"/"Buy American", etc.
- p. The COUNTY shall support MDT in delivering this Project in accordance with all federal and state requirements encumbered upon agencies utilizing federal-aid funding.

5. MDT LAG OBLIGATIONS

- a. MDT shall submit project phase programming requests to FHWA.
- b. MDT shall provide timely cost reimbursements back to the COUNTY upon properly completed reimbursement requests.
- c. MDT shall verify the completeness of the NEPA/MEPA documentation and provide a recommendation to the COUNTY when to begin work on final design activities.
- d. MDT shall provide final certification of the environmental, RW, railroad, and utilities, based on information and recommendations provided from the COUNTY.

- e. MDT shall be financially responsible for any federal payback deemed to be the result of MDT's negligence in adhering to requirements set forth in this Agreement.
- f. MDT shall consolidate all project comments during plan reviews to avoid conflicting direction, as well as strive to have comments provided no later than 14-days from the release of an agreed upon plan package release date.
- g. MDT shall support the COUNTY in its efforts to successfully complete this Project by being responsive and providing guidance as requested.
- h. Upon request, MDT shall promptly provide personnel for a final Project walk through and completion certification.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the County violates or breaches any term, condition, or article of this Agreement and the County has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the County's representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without County or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the County.
3. **Other Agreements** – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The County agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the County's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the County, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the County, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the County.

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The County must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the County will immediately protect the area from public

access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the County and the County shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 13.56% for fiscal year 2024 (July 1, 2023 to June 30, 2024). If the work occurs or extends into fiscal year 2025 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

Yellowstone County
Attn: Jennifer Jones
P.O. Box 35003
Billings, MT 59107
jjones@yellowstonecountymt.gov

- ii. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, 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 otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties – Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

11. Non-Discrimination – The County will require that during the performance of any work arising out of this Agreement the County, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA – MDT requires that any construction or maintenance resulting from this Agreement/Lease must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT’s Detailed Drawings, 608 series.
13. Audit – The County grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the County maintains in connection with this Agreement.
14. Utilities – This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification – This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Access and Retention of Records – The County agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The County agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.
17. Representatives
 - a. County’s Representative: The County’s Representative for this Agreement shall be the County Manager or designee or such other individual as County shall designate in writing. Whenever approval or authorization from or communication or submission to County is required by this Agreement, such communication or submission shall be directed to the County’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when County’s Representative is not available, MDT may direct its communication or submission to other designated County personnel or agents.

- b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, County may direct its direction or communication or submission to other designated MDT personnel or agents.
18. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the County's authorized representative on behalf of the County, has signed and affixed hereto the seal of the County.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____
Montana Department of Transportation

_____ Date

Approved for Legal Content

Approved for Civil Rights

The above resolution was adopted by the Board of County Commissioners this _____ day of _____, 20____.

_____ COUNTY, MONTANA

(COUNTY SEAL)

By _____
John Ostlund, Chairman, Board of County Commissioners

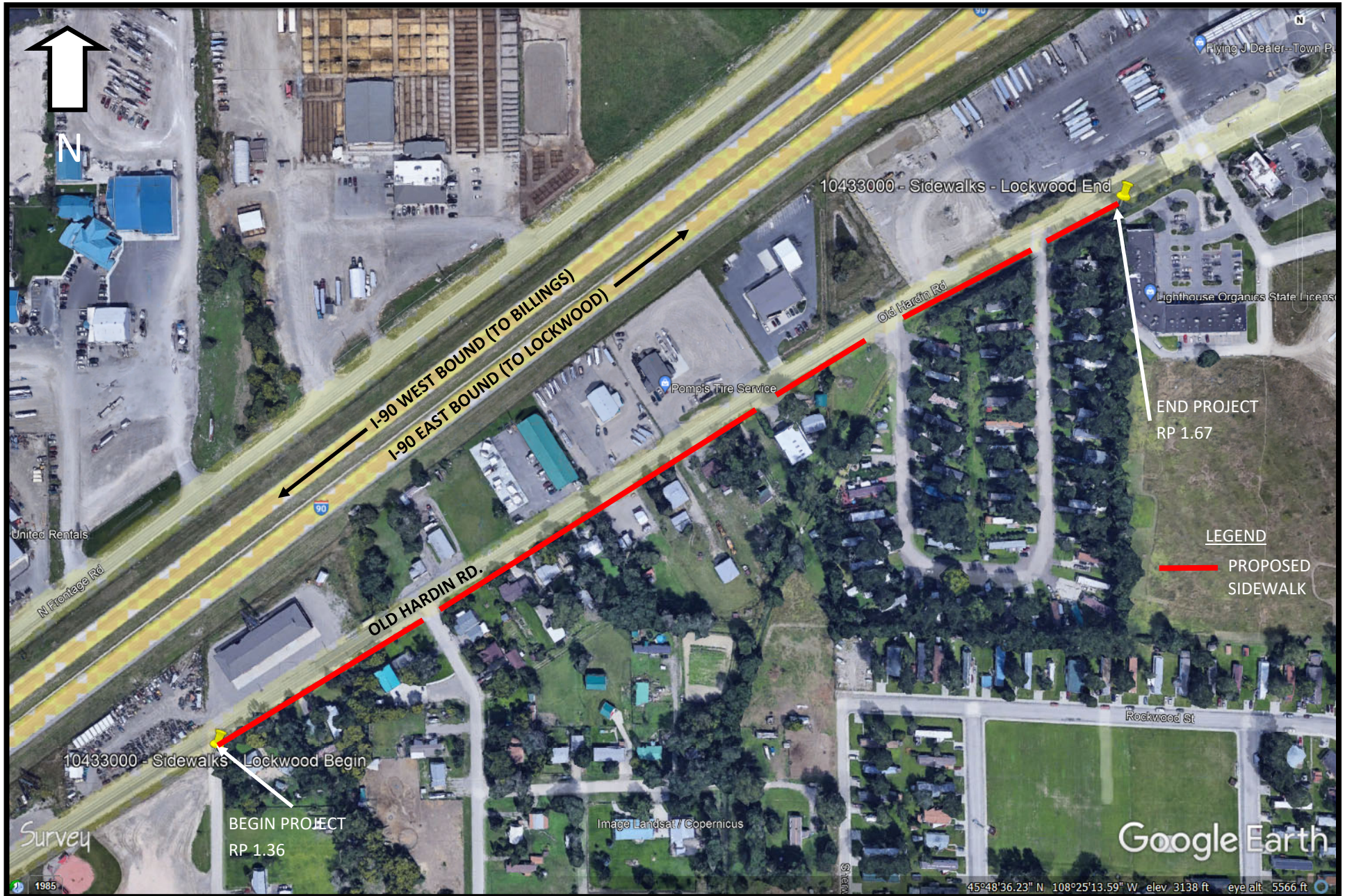
ATTEST:

By _____
Mark Morse, Board of County Commissioners

Jeff Martin
Clerk and Recorder

By _____
Donald W. Jones, Board of County Commissioners

SIDEWALKS—LOCKWOOD PROJECT LIMITS



**ATTACHMENT A: MDT
NONDISCRIMINATION AND
DISABILITY ACCOMMODATION
NOTICE**

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, income-level & Limited
English Proficiency

State protected classes

Race, color, national origin, parental/marital status,
pregnancy, childbirth, or medical conditions related to
pregnancy or childbirth, religion/creed, social origin or
condition, genetic information, sex, sexual orientation,
gender identification or expression, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran status,
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

B.O.C.C. Regular

Meeting Date: 03/25/2024

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Sheriff's Office - 3 Salary & Other; **MetraPark** - 1 Termination; **Detention Facility** - 3 Salary & Other; 3 Terminations; **County Attorney** - 1 Appointment; **Justice Court** - 2 Appointments; **Road & Bridge** - 1 Appointment; **Youth Services Center** - 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS
PARS1

MAR 15 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Joshua Casares Effective Date: 03/01/2024
Current Title: Deputy Sheriff/Diff Gr. Salary \$ 32.41
Title Change: Deputy Sheriff Gr. Salary \$ 31.51

Check as Applicable:

Regular Full Time: XX New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination:

Temp Part Time:

Seasonal Hire: Promotion:

Replaces position Transfer:

Name Demotion:

New Budgeted Position

Other: remove Diff XX Reclassification:

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

[Signature] 03/13/2024
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note:
[Signature] 3.15.24
Director Date

Note:
[Signature] 3.15.24
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

[Signature] Chair

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

[Signature] Member

[Signature] Member

WARREN

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

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

Name: Steven Ahrens

Effective Date: 03/01/2024

Current Title: Dep Sheriff/Diff

Gr. Salary \$ 34,453 32⁴¹/₁

Title Change: Dep Sheriff

Gr. Salary \$ 32,663 31⁵¹/₁

Check as Applicable:

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

Other: remove diff XX Reclassification:

| | | | | | | | | | | |
|-----------------|-------------|---|------------|---|---------------|---|------------|---------|------------|---------------|
| Funding: | <u>2300</u> | - | <u>132</u> | - | <u>420250</u> | - | <u>111</u> | Percent | <u>100</u> | New Account |
| | | | | | | | | Percent | | Split Account |

 Elected Official/Department Head




Date 03/13/2024

Section 2

Human Resources:

Note: _____
Director _____ Date _____

| H.R. Comments: | Commissioner's Action |
|----------------|---------------------------|
| | Approve <u>Disapprove</u> |

| | |
|--------|---|
| Chair |  |
| Member |  |
| Member |  |

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

revised 02/13

MAR 15 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Randy Pardi Effective Date: 3/29/24
Current Title: EVENT Mgr Gr. E/F Salary \$ 66,913.60
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Other: _____

Reclassification: _____

Funding: 580 - 552 - 400442 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

[Signature]
Elected Official/Department Head

3/13/24
Date

Section 2

Human Resources:

Note: _____
Director 3-15-24 Date

H.R. Comments:

Finance:

Note: _____
Director 3-16-24 Date

Commissioner's Action
Approve _____ Disapprove _____

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

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 15 2024

Section 1

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

Name: Brody Plotner Effective Date: 02/01/2024
Current Title: Detention Officer Gr. Salary \$ 22.27
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:
Seasonal Hire: Promotion:
Replaces position Transfer:
Name Demotion:
New Budgeted Position

Other: Reclassification:

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

[Signature] 03/08/2024
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:
Director Date Director Date
Allyn 3-15-24 [Signature] 3-15-24

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

 Chair

Date entered in payroll Member

Clerk & Recorder - original Member

Human Resources - canary

Auditor - pink

Department - goldenrod



MAR 18 2024

Hire/Personnel Action Form

Employee Information

Employee
Cole Catlin

Hire Information

| | | |
|--------------------------------------|----------------------------|-------------------|
| Position Details | Hire Req# | Job Type |
| Deputy County Attorney (I) (3070) | 202300133 | Full-Time Regular |
| Person ID | Job Class | Pay Rate |
| 57003154 | Deputy County Attorney (I) | \$81,000.00 |
| Department | Job Class# | HireDate |
| County Attorney's Office | 3070 | 4/1/24 |
| Division | | |
| N/A | | |

Comments

2301.122.411100.111 100% Replaced Jacob Yerger

Approvals

| | | |
|-----------------|----------------|-----------------|
| HUMAN RESOURCES | DWIGHT VIGNESS | 3/18/24 1:57 PM |
| FINANCE | JENNIFER JONES | 3/18/24 2:56 PM |

Commissioners Action
Approve Disapprove

Chair

Member

Member

Hire/Personnel Action Form

Employee Information

Employee
Hannah Hayden

Hire Information

| | | |
|-----------------------------------|-------------------------|-------------------|
| Position Details | Hire Req# | Job Type |
| Justice Court Clerk (C) (3015) | 202300156 | Full-Time Regular |
| Person ID | Job Class | Pay Rate |
| 56385432 | Justice Court Clerk (C) | \$17.34 |
| Department | Job Class# | HireDate |
| Justice Court | 3015 | 4/1/24 |
| Division | | |
| N/A | | |

Comments

Funding number: 1000.000121.410340.111
Percentage: 100%
Starting wage: \$17.34 per hour
Start Date: 4/1/24
Replacing: Joseph Wilson and Amie Kenczka
Full Time/40 hrs a week

Approvals

| | | |
|-----------------|----------------|-----------------|
| HUMAN RESOURCES | DWIGHT VIGNESS | 3/18/24 1:58 PM |
| FINANCE | JENNIFER JONES | 3/18/24 2:57 PM |

| | |
|----------------------|-----------------------------|
| Commissioners Action | |
| Approve | <u>Disapprove</u> |
| Chair | <u> </u> |
| Member | <u> </u> |
| Member | <u> </u> |

MAR 18 2024

Hire/Personnel Action Form

Employee Information

Employee
Amanda Rodabaugh

Hire Information




| | | |
|-----------------------------------|-------------------------|-------------------|
| Position Details | Hire Req# | Job Type |
| Justice Court Clerk (C) (3015) | 202300156 | Full-Time Regular |
| Person ID | Job Class | Pay Rate |
| 56228241 | Justice Court Clerk (C) | \$17.34 |
| Department | Job Class# | HireDate |
| Justice Court | 3015 | 4/1/24 |

Comments

Funding number: 1000.000121.410340.111
Percentage: 100%
Starting wage: \$17.34 per hour
Start Date: 4/1/24
Replacing: Joseph Wilson and Amie Kenczka
Full Time/40 hrs a week

Approvals

| | | |
|-----------------|----------------|-----------------|
| HUMAN RESOURCES | DWIGHT VIGNESS | 3/18/24 1:58 PM |
| FINANCE | JENNIFER JONES | 3/18/24 2:57 PM |

| | |
|----------------------|---|
| Commissioners Action | |
| Approve | Disapprove |
| Chair |  |
| Member |  |
| Member |  |

Hire/Personnel Action Form

Employee Information

Employee
Jellybie Lai

Hire Information

| | | |
|-----------------------|----------------|-------------------|
| Position Details | Hire Req# | Job Type |
| Mechanic (E/F) (4030) | 202300153 | Full-Time Regular |
| Person ID | Job Class | Pay Rate |
| 53114260 | Mechanic (E/F) | \$25.00 |
| Department | Job Class# | HireDate |
| Public Works | 4030 | 4/16/24 |
| Division | | |
| Road | | |

Comments

2110.401.430200.111 replaces Tim Palmer

Approvals

| | | |
|-----------------|----------------|-----------------|
| HUMAN RESOURCES | DWIGHT VIGNESS | 3/20/24 8:07 AM |
| FINANCE | JENNIFER JONES | 3/20/24 8:27 AM |

Commissioners Action
Approve Disapprove

Chair

DL _____

Member

ML _____

Member

MAR 20 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Adam Johnson Effective Date: 3/16/24
Current Title: ICU Gr. 7 Salary \$ 23.09
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Other: worked 1 day Reclassification: _____
1 week notice

Funding: 2399-235-420250 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Tracy L. Snyder March 18, 2024
Elected/Official/Department Head Date

Section 2

Human Resources: Finance:

Note: _____ Note: _____
Director 3.20.24 Director 3.20.24
H.R. Comments: _____ Commissioner's Action
Approve _____ Disapprove _____

Chair _____
Member 14 _____
Member _____

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

MAR 20 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Julia Barfels Effective Date: 03/18/2024
Current Title: Detention Officer Gr. Salary \$ 23.48
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: never started

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

Julia Barfels 03/19/2024
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:
Director 3-20-24 Date Director Julia Barfels 3-20-24 Date
H.R. Comments: Commissioner's Action
Approve Disapprove

Chair
Member
Member

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 20 2024

Section 1

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

Name: Sterling Raines Effective Date: 03/16/2024
Current Title: Detention Officer Gr. Salary \$ 23.48
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: XX
Temp Part Time: Voluntary
Seasonal Hire: Promotion:

Replaces position Transfer:
Name Demotion:
New Budgeted Position

Other: Reclassification:

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

[Signature] 3/1 Date 03/18/2024
Elected Official/Department Head

Section 2

Human Resources:

Finance:

Note:
[Signature] 3-20-24 Date
Director

Note: Date
[Signature] 3-20-24
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

MAR 20 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Mattive Mattheis Effective Date: 03/16/2024
Current Title: Detention Officer Gr. Salary \$ 23.74
Title Change: Detention Officer/FTO Gr. Salary \$ 24.44

Check as Applicable:

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

Other: add FTO pay XX Reclassification:

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

Teste 03/18/2024
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: Note:
Director Date Director Date
Shygin 3-20-24 Gulger 3-20-24

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Member MM

Member

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

Section 1

Name: Michael King

Current Title: Detention Officer

Title Change: Detention Officer/FTO

| | | | |
|--------------------|----|-----------|-------|
| Regular Full Time: | XX | New Hire: | _____ |
|--------------------|----|-----------|-------|

Regular Part Time: _____

Temp Full Time: _____

Temp Part Time: _____

Termination: _____

Seasonal Hire: _____
Promotion: _____

Replaces position _____ Transfer: _____

Name _____

New Budgeted Position _____

Other: add FTO Pay XX
 Reclassification: XX

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

[illegible]

03/18/2024

Electing Official/Department Head
Robert J. H. H.

Human Resources:

Note: _____

max

3-20-24

| Director | Date | Director | Date |
|----------|------|----------|------|
| | | | |

HP Comments:

17.12. COMMENTS.

[illegible]

Chair

—

| Date entered in payroll | Member | 44 |
|-------------------------|--------|----|
| | | |

Clerk & Recorder - original

Human Resources – canary
Member

Auditor -- pink

Department - goldenrod
revised 02/13

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 20 2024

Section 1

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

Name: Rylan Lennick Effective Date: 03/16/2024
Current Title: Detention Officer Gr. Salary \$ 23.48
Title Change: Detention Officer/FTO Gr. Salary \$ 24.18

Check as Applicable:

Regular Full Time: XX New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination:
Temp Part Time:

Seasonal Hire: Promotion:

Replaces position Transfer:

Name Demotion:

New Budgeted Position

Other: add FTO pay XX Reclassification:

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

03/18/2024

Ryan Lennick
Elected Official/Department Head

Date

Section 2

Human Resources:

Finance:

Note: Note:
Director 3-20-24 Director 3-20-24
Date Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

revised 02/13