

OFFICIAL AGENDA
TUESDAY April 23, 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

Chuck Pietz	Road	30 Years of Service
Yvonne Mueller	Detention Center	20 Years of Service
Shawn Munter	Detention Center	20 Years of Service
Brooke Miller	Detention Center	20 Years of Service

9:30 a.m. PUBLIC HEARING

Resolution 24-73 to Adopt Subdivision Regulations Around the City of Laurel

9:30 a.m. ZONE CHANGE PUBLIC HEARING

County Zone Change 723 - RR1 to C3 - This is a zone change request for property generally located at 1604 S 48th St West. This is the location of the Green Bee Dispensary (marijuana cultivation and retail sales) and for Yellowstone Basin Construction. The current zoning is Rural Residential 1 (RR1). Neither use on the property is conforming to the current zoning. The proposed zoning is General Commercial (C3). The property is legally described as C/S 2224 Parcel 2B, of amended Lot 2, a 2-acre parcel of land. The intent of the zone change is to allow two existing businesses to continue in conformance with the County zoning. The County Commissioners adopted a resolution in October 2023 (Res. No 23-116) that requires this marijuana dispensary location to come into conformance with County zoning on or before October 3, 2024. This requires either a zone change or a relocation of the dispensary to a conforming zone district.

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. COUNTY ATTORNEY

- a. Resolution 24-74 Mandating the Annual Formation of the County Compensation Board and Providing a Mechanism for Making Appointments and Noticing Public Hearings
- b. Resolution 24-75 of Intent for the Purpose of Convening a County Compensation Board to Hold Two Public Hearings to Recommend Elected Officials' Compensation for FY2025 to the Yellowstone County Board of Commissioners - Setting the Public Hearings for Tuesday May 14, 2024 and Tuesday June 4, 2024 at 10:00 in Room 3108

2. FINANCE

Resolution 24-71 of Intent to Change Assessment for Billings Urban Fire Service Area (BUFSA) and Setting the Public Hearing for Tuesday May 28, 2024 at 9:30 a.m. in Room 3108

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

- a. South Central Regional Juvenile Detention Grant FY25
- b. Letter of Support for FY2025-2026 MPDG Grant: Lockwood Interchange Reconstruction Project
- c. Response Letter to the City of Billings
- d. MOU Between the City of Billings and Yellowstone County to Develop and Operate a Short-Term Holding Facility at YCDF

2. EMERGENCY AND GENERAL SERVICES

Emergency Watershed Protection - Grant Additional Funding Agreement

3. FINANCE

- a. Request to Expend from the Public Works Department for Motor Graders
- b. Hildi Provides our Actuarial Service for GASB 75 Requirements
- c. ARPA Project Tracking Sheet through 4/18/24
- d. Contract Amendment #2 for the HEART Grant

4. PUBLIC WORKS

- a. Pavement Stripping Contract with Streamline Markings Inc.
- b. Invitation for Bid for the Purchase of a New Asphalt Compactor
- c. Contract with Riverside Contracting, Inc. for Public Works Asphalt Overlay Project III

5. HUMAN RESOURCES

- a. Yellowstone County Class Specification for Youth Services Center Director
- b. Yellowstone County Class Specification for the Information Technology Director
- c. **PERSONNEL ACTION REPORTS - MetraPark** - 2 Salary & Other, 2 Terminations; **Detention Facility** - 1 Appointment; **Road Department** - 1 Appointment; **Sheriff's Office** - 1 Termination

FILE ITEMS

1. PUBLIC WORKS

Harris Park - Contract with CEI Electrical Contractors for Pedestal Replacement

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 04/23/2024

Title: April Recognition

Submitted By: Charri Victory

TOPIC:

Chuck Pietz	Road	30 Years of Service
Yvonne Mueller	Detention Center	20 Years of Service
Shawn Munter	Detention Center	20 Years of Service
Brooke Miller	Detention Center	20 Years of Service

BACKGROUND:

na

RECOMMENDED ACTION:

na

B.O.C.C. Regular

Meeting Date: 04/23/2024

Title: Resolution to Adopt Subdivision Regulations

Submitted By: Steve Williams

TOPIC:

Resolution 24-73 to Adopt Subdivision Regulations Around the City of Laurel

BACKGROUND:

The City of Laurel / Yellowstone County Planning Board made a recommendation to the BOCC on the adoption of subdivision regulations for the area around the city of Laurel.

RECOMMENDED ACTION:

Hold public hearing and vote on whether to adopt the subdivision regulations.

Attachments

Subdivision Regulations

Subdivision Map

Recommendation

Resolution for Laurel Sub Regs

The Subdivision Regulations come from the City of Laurel's Municipal Code that can be found online.

No changes have been made to the Regulations.

The Regulations contemplated the City exercising jurisdiction in the City and the County exercising jurisdiction outside of the City

Title 16

SUBDIVISIONS¹

Chapter 16.00 GENERAL PROVISIONS

Sections:

16.00.010 Title.

These regulations will be known and may be cited as "The Subdivision Regulations of the Laurel-Yellowstone City-County Planning Board and hereinafter referred to as "these regulations."

(Ord. No. O17-01, § 16.01, 3-7-2017)

16.00.020 Authority.

Authorization for these regulations is contained in the Montana Subdivision and Platting Act (MSPA) (Title 76, Chapter 3, Mont. Code. Ann.).

(Ord. No. O17-01, § 16.02, 3-7-2017)

16.00.030 Purpose.

The purposes of these regulations are to promote the public health, safety and general welfare of the citizens of Laurel and its planning jurisdictional area by regulating the subdivision of land and to promote a vision for the development for the best possible environment in which to enjoy life, experience natural features, raise a family, earn a living, conduct business, obtain an adequate education, have access to health care facilities, and to be adequately protected from crime and disasters. These regulations are intended to comply with Part 5 of MSPA and to provide for:

¹Editor's note(s)—Ord. No. O17-01, adopted March 7, 2017, amended and restated former Chapters 16.04—16.44 of Title 16 in their entirety. Former Chapters 16.04—16.44 pertained to similar subject matter and derived from the following: Ord. No. 07-01, 2007; Ord. No. 07-09, 2007; O08-02, 3-4-08; Ord. No. O13-01, 8-20-2013.

In order to conform to the numbering system of chapters and sections described on Page v of the preliminary pages of this code, the editor has renumbered the chapters and sections of Ord. No. O-17-01 accordingly. Original section numbers used in Ord. No. O17-01 can be found in the legislative history notes at the end of each section.

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- A. The orderly development of the jurisdictional area in accordance with adopted growth policies, neighborhood plans, motorized and non-motorized transportation plans, park plans, and other adopted policies and plans.
 - B. The public health, safety, and general welfare of existing and future residents by avoiding danger or injury by reason of natural or manmade hazards.
 - C. The coordination of roads within subdivided land with the existing and planned transportation network and to avoid or minimize traffic congestion.
 - D. The dedication of adequate land for roadways, public utility easements, and pedestrian/bicycle pathways.
 - E. Proper physical and legal road access, including obtaining of necessary easements and rights-of-way.
 - F. The promotion of adequate open spaces for travel, light, air, and recreation.
 - G. Adequate, water, drainage, and sanitary facilities.
 - H. The consideration of impacts on natural resources and of development in harmony with the natural environment.
 - I. The promotion of cluster development that minimizes costs to local citizens that promotes effective and efficient provision of public services.
 - J. The efficient expenditure of public funds for public services.
 - K. The standardization of the land subdivision process.
 - L. The protection of the rights of all documented property owners affected by proposed subdivisions including water.
 - M. The administration of these regulations by defining the powers and duties of reviewing and approving authorities.

(Ord. No. O17-01, § 16.03, 3-7-2017)

16.00.040 Jurisdiction.

These regulations govern the subdivision of land within the jurisdictional area of the Laurel-Yellowstone City-County Planning Board as shown on the map filed with the Yellowstone County Clerk and Recorder's Office. The area is described as the lands lying within the city of Laurel and those lands extending four and one-half miles beyond the city limits. For purposes of these regulations, a map can be found in Appendix A.

These regulations supplement all other regulations, and where they are at variance with other laws, regulations, ordinances, or resolutions, the more restrictive requirements apply.

(Ord. No. O17-01, § 16.04, 3-7-2017)

16.00.050 Exemptions for certain divisions of land.

The Montana Subdivision and Platting Act provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the method of disposition is adopted for the purpose of evading the requirements of Title 76, Chapter 3, Mont. Code Ann.

The procedures, criteria, and requirements provided in Appendix B shall be used to review an exemption from subdivision review and to evaluate whether the division of land is for the purpose of evading the Montana Subdivision and Platting Act.

(Ord. No. O17-01, § 16.05, 3-7-2017)

16.00.060 Interlocal coordination.

For subdivisions located within the city of Laurel or proposed for annexation, the Laurel City Council shall act as the AGB. For subdivisions located outside of the city of Laurel the Yellowstone Board of County Commissioners shall act as the AGB.

(Ord. No. O17-01, § 16.06, 3-7-2017)

16.00.070 Construction timing.

The applicant or his/her contractors may not proceed with any construction work on a proposed subdivision, including grading and excavation relating to public improvements, until the governing body has given preliminary plat approval of the proposed subdivision plat. If improvements are initiated prior to final plat approval, the subdivider shall assume all risks and liability for error in improvement placement, and the improvements must comply with the conditions and agreements of the preliminary plat approval.

(Ord. No. O17-01, § 16.07, 3-7-2017)

16.00.080 Transfers of title.

Except as noted below, a final subdivision plat must be filed for record with the Yellowstone County Clerk and Recorder before title to the subdivided land can be sold or transferred in any manner. After the preliminary plat of a subdivision has been approved or conditionally approved, the subdivider may enter into contracts to sell lots in the proposed subdivision if all of the following conditions are met (MCA § 76-3-303):

- A. That under the terms of the contracts the purchasers of lots in the proposed subdivision makes all payments to an escrow agent, which must be a bank, savings and loan association, or title/escrow company chartered to do business in the State of Montana;
- B. That under the terms of the contracts and the escrow agreement the payments made by purchasers of lots in the proposed subdivision may not be distributed by the escrow agent to the subdivider until the final plat of the subdivision is filed with the county clerk and recorder;
- C. That the contracts and the escrow agreement provide that if the final plat of the proposed subdivision is not filed with the county clerk and recorder within two years of the preliminary plat approval, the escrow agent shall immediately refund to each purchaser any payments made under the contract; and
- D. That the contracts contain the following language conspicuously set out therein: "The real property which is the subject hereof has not been finally platted, and until a final plat identifying the property has been filed with the county clerk and recorder, title to the property cannot be transferred in any manner."

(Ord. No. O17-01, § 16.08, 3-7-2017)

16.00.090 Suitability of land.

If the planning board finds any portion of a parcel of land proposed to be subdivided unsuitable for subdivision because of potential hazards such as flooding, land-slides, steep slopes, rock falls, high water table, polluted or non-potable water supply, high voltage lines, high pressure gas lines, danger from fire or explosion, or other features which may be detrimental to the health, safety, or general welfare of existing or future residents,

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they will not recommend approval of the subdivision unless the hazards can be eliminated or overcome through approved design and construction plans.

(Ord. No. O17-01, § 16.09, 3-7-2017)

16.00.100 Permission to enter.

The appropriate governing body (AGB) or its designated agent(s) or agency may investigate, examine, and evaluate the site of the proposed subdivision to verify information provided by the subdivider. The submission of a preliminary plat or final plat application constitutes a grant of permission by the subdivider to enter the subject property.

(Ord. No. O17-01, § , 3-7-2017)

16.00.110. Severability.

If a court of competent jurisdiction holds any word, phrase, clause, sentence, paragraph, section, or other part of these Regulations invalid, that judgment will affect only the part held invalid.

(Ord. No. O17-01, § 16.011, 3-7-2017)

16.00.120. Regulations in effect.

Review and approval or disapproval of a subdivision under these regulations may occur only under those regulations in effect at the time an application for approval of a preliminary plat or an extension of preliminary plat approval is submitted to the AGB.

(Ord. No. O17-01, § 16.012, 3-7-2017)

Chapter 16.02 DEFINITIONS

Sections:

16.02.010 Definitions.

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section. The word "shall" is always mandatory, and the word "may" indicates use of discretion in making decisions.

"Access, legal": When the subdivision abuts a public street or road under the jurisdiction of the city, the county, or the state or when the subdivider has obtained adequate and appropriate written easements from a public road to the subdivision across all intervening properties.

"Access, physical": When a road or driveway conforming to city and/or county standards provides vehicular access from a public or private road to the subdivision in a manner to safely convey motorized vehicles, include emergency vehicles along the access.

"Adjoining property owners": Persons who are owners of record of properties adjoining the land being proposed for subdivision platting.

"AGB": "Appropriate governing body": Refers to either the City Council of Laurel or the Board of County Commissioners of Yellowstone County. Each governing body shall make decisions in their jurisdictions. Subdivision

located in Yellowstone County shall be reviewed by the County Commissioners of Yellowstone County and subdivisions located in the city of Laurel shall be reviewed by the Laurel City Council.

"Agriculture": Montana Code Annotated contains definitions for the words "agriculture" and "agricultural" as follows:

41-2-103, MCA. Definitions. As used in this part, the following definitions apply: (1) "Agriculture" means: (a) all aspects of farming, including the cultivation and tillage of the soil; (b)(i) dairying; and (ii) the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities, including commodities defined as agricultural commodities in the federal Agricultural Marketing Act [12 U.S.C. 1141j(g)]; (c) the raising of livestock, bees, fur-bearing animals, or poultry; and (d) any practices, including forestry or lumbering operations, performed by a farmer or on a farm as an incident to or in conjunction with farming operations, including preparation for market or delivery to storage, to market, or to carriers for transportation to market.

81-8-701, MCA. Definitions. The following definitions apply: (1) "Agricultural and food product" includes a horticultural, viticultural, dairy, livestock, poultry, bee, other farm or garden product, fish or fishery product, and other foods.

"Agricultural water user facilities": Those facilities which convey water for agricultural land as defined in MCA § 15-7-202, or which provide water for the production of agricultural products as defined in MCA § 15-1-101, including, but not limited to, ditches, drains, pipes, and head gates.

"Agricultural water user": Persons and lands legally entitled to water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on subdivision lots.

"Applicant": The owner of land proposed for subdivision or the owner's legally designated representative for the purposes of submitting a request to subdivide (See "subdivider").

"Bikeway": A generic term for any road, street, path or way, which is specifically designated for bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.

"Block": A group of lots, tracts, or parcels within well-defined and fixed boundaries. Such boundaries may include streets, railroads, irrigation ditches, streams, platted lands, or a combination thereof.

"Board of county commissioners": The governing body for Yellowstone County, Montana.

"Boulevard": An area of public right-of-way or private easement between the traveled edge of the street or road and the private property line. The boulevard provides for the opportunity to separate vehicle traffic from pedestrian travel. Boulevards often have sidewalks and mailboxes located in them and often are landscaped. A parkway median is a landscaped area located in the middle of the street or road.

"Buildings for lease or rent": Developments that are not subdivisions as defined by the Montana Subdivision and Platting Act. Buildings for lease or rent are governed by the ordinances found in Chapter 18 of the Laurel Municipal Code.

"Certificate of survey": A drawing of a field survey prepared by a registered surveyor for the purpose of disclosing facts pertaining to boundary locations.

"Conservation subdivision": A development in a rural setting that is characterized by compact lots and common open space, and where the natural features of land are maintained to the greatest extent possible.

"Checkprint": A paper copy of the final plat submitted by the subdivider to the planner for review for compliance with the Administrative Rules of Montana and conditions of approval set by the AGB by staff prior to submitting the final plat on Mylar.

"City council": The governing body for the city of Laurel, Montana.

"Cluster development": A subdivision of land with lots clustered in a group of five or more lots that is designed to concentrate building sites on smaller lots in order to reduce capital and maintenance costs for infrastructure through the use of concentrated public services and utilities, while allowing other lands to remain undeveloped (MCA § 76-3-103(2)).

"Condominium": A form of individual ownership with unrestricted right of disposal of one or more units in a multiple unit project with the land and all other parts of the project held in common ownership or use by owners of the units (MCA § 70-23-101, et. seq.).

"Covenant (deed restriction)": A limitation contained in a deed that restricts or regulates the use of the real property.

"Dedication": The deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full exercise and enjoyment of the public use to which the property has been devoted (MCA § 76-3-103(3)).

"DEQ": Montana Department of Environmental Quality.

"Division of land": The segregation of one or more parcels of land from a larger tract held in single or undivided ownership by transferring or contracting to transfer title to or possession of a portion of the tract or properly filing a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the Montana Subdivision and Platting Act. The conveyance of a tract of record or an entire parcel of land that was created by a previous division of land is not a division of land (MCA § 76-3-103(4)).

"Driveway": A vehicular access serving no more than two lots or five dwelling units.

"Dwelling unit": Any building or portion thereof providing complete, independent, and permanent living facilities for one family. A family is any number of individuals, related by blood, marriage, adoption, or other legal means, including any number of minor children in foster care, and/or any number of unrelated persons (including any domestic servants or caregivers) living together in a dwelling unit (24 CFR Part 4, Section 982.401).

"Easement": Authorization by a property owner for another to use the property for a specified purpose, in which the owner agrees not to build, obstruct, or interfere with the specified purpose.

"Engineer (registered professional engineer)": A person licensed in conformance with the Montana Professional Engineers' Registration Act (MCA § 37-67-301 et. seq.) to practice engineering in Montana.

"Flood": When water from any watercourse or drainage rises above the bank or moves outside the channel of that watercourse or drainage (MCA § 76-5-103(8)).

"100-year flood": A flood magnitude expected to recur on the average of once every one hundred years, or a flood magnitude, which has a one-percent chance of occurring in any given year (MCA § 76-5- 103(9)).

"Floodplain": The area adjoining the watercourse or drainway that would be covered by the floodwater of a flood of one hundred-year frequency, except for sheetflood areas that receive less than one foot of water per occurrence are considered "zone B" or a "shaded X zone" (MCA § 76-5-103(10)).

"Floodway": The channel of a watercourse or drainage and those portions of the floodplain adjoining the channel that are reasonably required to carry and discharge the floodwater of any watercourse or drainage, no construction is permitted in the floodway unless permitted by the city of Laurel or Yellowstone County Floodplain Administrator. (MCA § 76-5-103(11)).

"Greenbelt/greenway": Corridors of protected open space managed for conservation and recreation purposes as designated by the AGB. Such corridors may be privately or publicly owned.

"Growth management plan/growth policy": The plan adopted by the city of Laurel to guide growth and change in the Laurel Planning Jurisdictional Area (MCA § 76-1-601).

"Lot": A parcel, plot, tract, parcel or other land area created by subdivision, plat or certificate of survey for sale, rent, or lease.

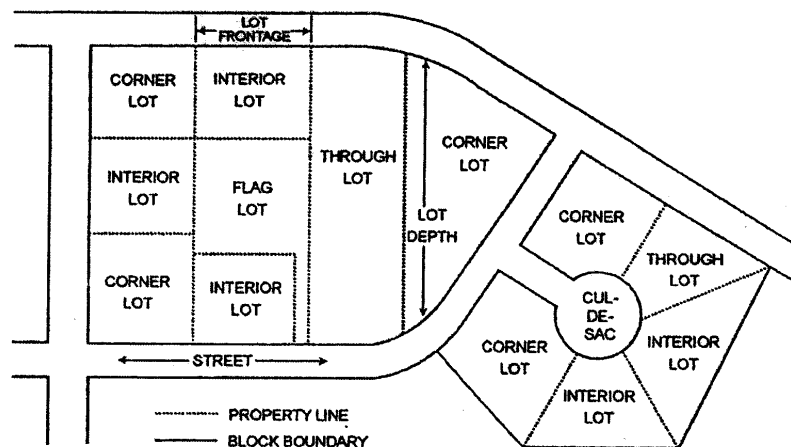
"Lot measurements":

- a. Lot Depth: The length of a line drawn perpendicularly to the front lot line and extending to the rear lot line.
- b. Lot Width: The average width of the lot.
- c. Lot Frontage: The width of the lot line that fronts a public street right-of-way or public road easement where the lot usually has a driveway access.
- d. Lot Area: The area of a lot determined exclusive of street, highway, alley, road, or other rights-of-way.

"Lot types":

- a. Corner Lot: A lot located at the intersection of two streets.
- b. Interior Lot: A lot with frontage on only one street.
- c. Through or Double-Frontage Lot: A lot whose front and rear lines both abut on streets.
- d. Flag Lot.
- e. Irregular Lot.

Figure 2.1 Lot Types



"Manufactured home": A detached residential dwelling unit, which may consist of two or more sections, fabricated at a factory and designed to be towed on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation. The term includes, but is not limited to, "trailer homes," "house trailers," and "mobile homes" whether or not the unit has been constructed after July 1, 1976, in conformance with Federal Manufactured Home Construction and Safety Standards. The term does not include "modular" or "factory-built buildings" that are fabricated at a factory in accordance with the International Residential/Building Code applicable to site-built homes, and are transported to the site for final assembly on a permanent foundation. See also Laurel Zoning Code 17.08.763.

"Manufactured home space": A designated portion of a parcel of land designed for the accommodation of one manufactured home and its accessory buildings or structures for the exclusive use of the occupants.

"Manufactured home park": A single parcel of land or a lot that is designed or used for temporary or permanent spaces for two or more manufactured homes where either the space for a manufactured home or a manufactured home itself is available to the general public for residential use.

"Manufactured home pad": That area of a manufactured home space that has been prepared for the placement of a manufactured home.

"Master plan" (overall plan; sequential development): The plan of a subdivision designed for a single tract and proposed to be subdivided in various stages, phases or configurations.

"Median": A raised divider made of dirt, concrete, or other material located in the middle of a street or road between travel lanes that is often landscaped.

"Mobile home" or "trailer": See "manufactured home." See also Laurel Zoning Code 17.08.763.

"Modular home": A dwelling unit constructed in accordance with the standards set forth in the International Residential/Building Code and bearing the insignia of the State of Montana, applicable to site-built homes, and composed of components assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation.

"Monument (permanent monument)": Any structure of masonry, metal, or other permanent, durable material placed in the ground, which is exclusively identifiable as a monument to a survey point, expressly placed for surveying reference.

"No access easement": A line designated on a subdivision plat for the purpose of restricting vehicular access from a public right-of-way to a lot.

"Planning board": The Laurel-Yellowstone City-County Planning Board.

"Planning director": The Laurel Planner.

"Plat": A graphical representation of a subdivision showing the division of land into lots, parcels, blocks, streets, alleys, and other divisions and dedications.

- a. Preliminary Plat: A neat and scaled drawing of a proposed subdivision showing the layout of streets, alleys, lots, blocks, and other elements of a subdivision that furnishes a basis for review by a governing body.
- b. Final Plat: The final drawing of the subdivision and dedication required to be prepared for filing for record with the county clerk and recorder containing all elements and requirements set forth in these regulations and the Montana Subdivision and Platting Act (MCA §76-3-101 et. seq.) (MSPA).
- c. Amended Plat: The final drawing of any change to a filed platted subdivision.
- d. Exempt Plat: A survey or plat that is exempt from local subdivision review and approval under the provisions of the MSPA and as described in Appendix B of these regulations.

"Professional Engineer": See "engineer."

"Public road or street": A road or street that has been dedicated and accepted for public use, or an easement that has been granted and accepted for public use or has been created by judicial fiat or any other operation of law.

"Recreational camping vehicle": A vehicle primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

"Recreational vehicle park": Any area or tract of land designed or used that contains two or more spaces which are available for rent to the general public for parking or placement of temporary recreational vehicles. This term does not include a parcel composed of individually platted lots.

"Sidewalk": A minimum five-foot wide concrete walkway for non-motorized traffic only built to city or county standards and provided within the road right-of-way, an easement, or within parkland as applicable.

"Street types": For purposes of these regulations, street types are defined using the Institute of Transportation Engineers Manual as follows:

- a. Alley: Minor rights-of-way used primarily for vehicular access to the back or side of properties that abut on and are otherwise served by public roads.
- b. Arterial: Any major carrier of traffic which generally terminates at both ends at a location that will produce more than two thousand vehicles per day traffic, or upon which the nature of the traffic is such that more than sixty percent of the vehicles are using the street for mobility rather than land access. Typically they are located no more than one mile apart.
 1. Principal Arterial: A street which serves the major centers of a metropolitan area, the highest traffic volume corridors, and the longest trip desires, and which carries a high proportion of the total urban area travel on a minimum of mileage.
 2. Minor Arterial: A street that interconnects with and augments the principal arterials, provides service to trips of moderate length at a lower level of travel mobility than principal arterials, and distributes travel to geographic areas smaller than those identified as principal arterials.
- c. Collector: A street that generally terminates at both ends at an arterial or collector but because of location, curvilinear design, or limited feeder area will not generally serve more than two thousand vehicles per day, or the nature of the traffic is such that approximately fifty percent of the traffic is using the street for land access and fifty percent for mobility. Typically they are located between arterial streets at no more than one-half mile from an arterial street.
- d. Cul-de-sac: A street having only one outlet for vehicular traffic and terminating in a turn-around area.
- e. Frontage Access (Service Road): A local or collector street, usually parallel and adjacent to an arterial or major collector, which provides access to abutting properties and controls traffic access to arterials or collectors.
- f. Half-Street: A portion of the width of a street, usually located along the perimeter of a subdivision, the remaining portion of which street must be located on adjacent property if the street is to be fully constructed.
- g. Local Streets: A street or road having the primary function of serving abutting properties, and the secondary function of moving traffic.
- h. Loop: A local street which begins and ends on the same street, generally used for access to properties.
- i. Urban Route: Roadways which have been identified by the Montana Department of Transportation that must be constructed to urban standards.

"Subdivision": A division of land or land so divided which creates one or more parcels containing less than one hundred sixty acres that cannot be described as a one-quarter aliquot part of a United States government section, exclusive of public roadways, in order that the title to or possession of the parcels may be sold, rented, leased, or otherwise conveyed and includes any re-subdivision and further includes a condominium or area, regardless of its size, that provides or will provide multiple space for recreational camping vehicles or mobile homes (MCA § 76-3-103(15)). However, condominiums constructed on land divided in compliance with the Montana Subdivision and Platting Act are exempt from the provisions of the Act (MCA § 76-3-203).

"Subdivision, major": A subdivision that does not qualify for review as a minor subdivision.

"Subdivision, first minor": A subdivision of a parcel that has never been subdivided or created by a subdivision, or has not resulted from a tract of record that has had more than five parcels created from that tract

of record under MCA § 76-3-201 or MCA § 76-3-207 since July 1, 1973 (MCA §76-3-609(2)). Furthermore the first minor subdivision contains five or fewer lots, and legal and physical access to all lots are provided and no land is required to be dedicated to public use for parks or playgrounds.

"Subdivision, subsequent minor": Divisions of land creating five or fewer lots that are not first minor subdivisions from a tract of record. Subsequent minor subdivisions located within the Laurel city limits are reviewed as minor subdivisions.

"Development for rent or lease": A development for rent or lease is created when any portion of a parcel is rented or leased for the purposes of temporary or permanent residential or commercial use. The rented/leased land is owned as one parcel under single ownership, which can include a number of persons owning the property in common. Subdivisions created by rent or lease are exempt from the survey and filing requirements of the Montana Subdivision and Platting Act (MSPA), but must be submitted for review and approval by the governing body before portions thereof may be rented or leased.

"Surveyor (registered land surveyor)": A person licensed in conformance with the Montana Professional Engineer's Registration Act (Title 37, Chapter 67, Mont. Code Ann.) to practice surveying in the State of Montana.

"Townhome/townhouse": Property that is owned subject to an arrangement under which persons own their own units and hold separate title to the land beneath their units, but under which they may jointly own the common areas and facilities.

"Tract of record": An individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the county clerk and recorder's office (MCA § 76-3-103(17)(a)).

"Vicinity sketch": A map included with a site plan or placed on a plat that enables the viewer to clearly determine the location of a proposed subdivision in the city or county.

"Zoning jurisdiction": The area identified as one mile beyond the City of Laurel city limits which has adopted zoning administered by the city of Laurel.

(Ord. No. O17-01, ch. 16.2 3-7-2017)

Chapter 16.03 SUBDIVISION REVIEW PROCEDURES.

16.03.010 Compliance with local regulations and state law.

No subdivision of any lot, tract, or parcel of land shall be undertaken; no street, sanitary sewer, storm sewer, water main, or other facilities in connection therewith shall be constructed, opened, or extended for public use and travel, or for the common use of occupants of buildings except in strict accordance with these regulations and related state statutes.

(Ord. No. O17-01, § 16.3.1, 3-7-2017)

16.03.020 Preapplication meeting.

All owners of record, subdividers, and their authorized representative shall meet with the planner and other city or county departments prior to submitting the required preliminary plat application. The purpose of this meeting is to discuss these regulations and standards and to familiarize the subdivider with the applicable Laurel goals and objectives. The subdivider must provide a sketch plan of the proposed subdivision for review and discussion. The sketch plan must be legibly drawn showing the rough layout of proposed features in relation to existing conditions. The sketch plan may be made directly on a topographic map with scale no greater than 1"=400'

and sufficient to show all required information. Approximate tract and lot boundaries, location of easements, utilities, rights-of-way, parks and open spaces, roadways, and a description of general terrain, natural features, existing structures and improvements, and proposed public improvements must be included.

- A. A pre-application meeting checklist specifying the items required for subdivision application, review, and approval will be utilized to conduct the pre-application meeting and must be signed by the planner and the owners of record, subdividers, or their authorized representatives attending the pre-application meeting.
- B. In addition to the pre-application meeting checklist, applicants will also receive a preliminary plat submittal checklist and a list of utility and service providers.
- C. If during the review of the application the agent or agency designated by the governing body contacts a public utility, agency, or other entity that was not included on the list originally made available to the subdivider, the agent or agency shall notify the subdivider of the contact and the time frame for response.

(Ord. No. O17-01, § 16.3.2, 3-7-2017)

16.03.030 Major preliminary plat application submittal.

- A. Required. The subdivider shall submit to the planning director or designee for review and recommendation a preliminary plat of the proposed major subdivision, which conforms, to the requirements of these regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana as their respective licensing laws allow.
- B. Application Submittal. Complete and sufficient applications for major preliminary plat approval shall be made to the planning office. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day. The application form is provided in Appendix E "Preliminary Plat Application" and must be accompanied by the required preliminary plat, supporting documents, and applicable fee.
- C. Review of Subdivision Application for Required Elements and Sufficiency of Information:
 - 1. Within five working days of receipt of a subdivision application and review fee, the planner shall determine whether the application contains all required submission materials as required by Appendix F and shall notify the subdivider, or with the subdivider's written permission, the subdivider's agent, of the reviewing agent's or agency's determination. If the planner determines that elements are missing from the application, he/she shall identify those elements in the notification.
 - 2. Within fifteen working days after the planner notifies the subdivider or the subdivider's agent that the application contains all of the required elements, the planner shall determine whether the application and required elements contain detailed supporting information that is sufficient to allow for the review of the proposed subdivision under the provisions of this chapter and shall notify the subdivider or, with the subdivider's written permission, the subdivider's agent of the reviewing agent's or agency's determination.
 - 3. If the planner determines that information in the application is not sufficient to allow for review of the proposed subdivision, the planner shall identify the insufficient information in its notification. A determination that an application contains sufficient information for review does not ensure that the proposed subdivision will be approved or conditionally approved by the AGB and does not limit the ability of the planner or the AGB to request additional information during the review process. The time limits provided in the preceding paragraphs 1 and 2 herein apply to each submittal of the application until:

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- a. A determination is made that the application contains the required elements and sufficient information; and
 - b. The subdivider or the subdivider's agent is notified.
4. After the planner has notified the subdivider or the subdivider's agent that an application contains sufficient information delineated herein, the AGB shall approve, conditionally approve, or deny the proposed subdivision within sixty working days based on its determination of whether the application conforms to the provisions of these regulations. For major subdivisions over fifty lots, the AGB shall approve, conditionally approve, or deny the proposed subdivisions with eighty working days. The subdivider and the planner may agree to an extension or suspension of the review period, not to exceed one year, or a subsequent public hearing is scheduled and held as provided in herein. (MCA; s; 76-3-604(4))
- D. Preliminary Plat Contents and Submittal Copies.
 1. Content. The preliminary plat shall clearly show on the face of the plat the information listed in Appendix D "Preliminary Plat Requirements."
 2. Copies. The subdivider shall provide the number of copies of the preliminary plat as determined by the planning director or designee at the time of the preapplication meeting. All plats shall be twenty-four-inch by thirty-six-inch size and/or eleven-inch by seventeen-inch size as specified by the planning director or designee. Electronic copies of the plat shall be provided as follows; one copy in .pdf, .jpg or .tif format and one copy in either .dwg or .dxf format is requested.
 - E. Supporting Documentation.
 1. Required Documents. The supporting information shall include those documents listed in Appendix F "Required Supporting Documents for Major Preliminary Plat Applications."
 2. Required Copies. The subdivider shall provide the number of copies of the supporting documents as determined by the planning director or designee at the preapplication meeting. All documents shall be typed and in a format specified by the planning director or designee.

(Ord. No. O17-01, § 16.3.3, 3-7-2017)

16.03.040 Staff and agency review.

- A. Review Procedure Schedule. Upon receipt of a complete and sufficient major preliminary plat application, the planning director or designee shall schedule the plat before the city-county planning board.
- B. Submittal Distribution. Planning staff shall distribute the application to all affected city and county departments, local, state, and federal agencies, school districts and public utilities for review as appropriate and indicate the review timeframe. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the AGB.
- C. Plat Review. The planner shall review the major subdivision plat submittal and make a staff report of issues, concerns, conditions, or recommendations and send out the list to the planning board members with the agenda of the meeting at which the plat is to be reviewed; a copy must also be sent to the subdivider or his representative.
- D. Hearing Notice. The planning board shall hold a public hearing on all major and applicable subsequent minor preliminary plat applications, placing a notice in a newspaper of general circulation in Laurel not less than fifteen days prior to the date of a public hearing. The planner shall also notify the subdivider and each property owner of record, and each purchaser under contract for deed of record of property immediately

adjoining land included in the plat and located within three hundred feet of the proposed subdivision by certified mail not less than fifteen days prior to the date of hearing (MCA § 76-3-605(3)).

- E. **Planner's Report.** The planner shall prepare a draft findings of fact (the effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety as per MCA § 76-3-608(3)(a)) for review by the planning board. The planner shall also forward the recommendation of the planning board to the AGB including basis for such recommendation and its compliance with adopted Growth Management Plan, the Bike/Ped Plan, and other adopted city and county plans and policies in writing no later than ten days after the public hearing (MCA § 76-3-605(4)).
- F. **Subsequent Hearing.** Before acting on the subdivision application, the AGB shall determine whether, subsequent to the public hearing, new information has become available or information that the public has not had a reasonable opportunity to examine. If so, the AGB may act on the subdivision application in accordance with this chapter or schedule a subsequent public hearing for consideration of only the new information that may have an impact on the findings and conclusions that the AGB will rely upon in making its decision on the proposed subdivision. The AGB may chose to hold the subsequent public hearing or may direct the planning board to hold it. In either case, the subsequent public hearing shall be held at the next scheduled meeting for which proper notice for the public hearing on the subdivision application can be provided.

If a subsequent hearing is held, the sixty- or eighty-day working day review period is suspended, and the new hearing must be noticed and held within forty-five days of the AGB's determination to hold a subsequent public hearing. The sixty- or eighty- working day review period will resume from the date of the subsequent public hearing. The governing body may not consider any information that is presented after the subsequent hearing (MCA § 76-3-615).

- G. **Subdivider's Preference.** The AGB shall give due weight and consideration to the subdivider's expressed preferences if the AGB requires mitigation of significant adverse impacts (MCA § 76-3-608(5)(b)).

(Ord. No. O17-01, § 16.3.4, 3-7-2017)

16.03.050 Governing body action.

A governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services (MCA § 76-3-608(1)) or solely on failure to comply with the growth policy (MCA § 76-1-605(2)(b)).

In reviewing a subdivision and when requiring mitigation, the AGB may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (MCA §76-3-608(5)(a)).

The AGB shall send the subdivider written notice of its decision and the reason therefore. (MCA § 76-3-608(4)).

(Ord. No. O17-01, § 16.3.5, 3-7-2017)

16.03.060 Preliminary plat approval period.

The approval or conditional approval shall be valid for not more than three calendar years. At the end of this period the AGB may, at the request of the subdivider, extend the approval for a mutually agreed upon period of time. Any mutually agreed-upon extension must be in writing and dated and signed by the members of the governing body and the subdivider or the subdivider's agent. The AGB may issue more than one extension.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (MCA § 76-3-610(2)).

After the preliminary plat is approved, and the developer requests changes the planning director or designee shall evaluate the request as described in Section 16.11.040.

(Ord. No. O17-01, § 16.3.6, 3-7-2017)

16.03.070 Appeal process.

A decision of the governing body regarding a proposed subdivision may be appealed to district court, as provided MCA § 76-3-625.

(Ord. No. O17-01, § 16.3.7, 3-7-2017)

16.03.080 Final plat.

A final plat application shall be submitted for review and approval following the procedures outlined in Section 16.03.130 of this chapter prior to the expiration of the preliminary plat approval period.

(Ord. No. O17-01, § 16.3.8, 3-7-2017)

16.03.090 First minor subdivision from a tract of record.

Divisions of land creating five or fewer lots from a tract of record that has not been subdivided or created by a subdivision under the Montana Subdivision and Platting Act or has not resulted from a tract of record that has had more than five parcels created from that tract of record under MCA § 76-3-201 or MCA § 76-3-207 since July 1, 1973 shall be reviewed as a minor subdivision, hereafter referred to as a "first minor" (MCA § 76-3-609). The requirement of holding a public hearing or submitting an environmental assessment does not apply to first minors (MCA § 76-3-609(2)(d)(ii)). Unless the subdivision lies within an area that has adopted zoning regulations, the application must include a draft findings of fact (MCA § 76-3-609(2)(c)).

First minors have to meet the same preapplication meeting requirements as major subdivisions.

- A. First Minor Preliminary Plat Application Submittal. Complete and sufficient application for first minor preliminary plat approval shall be made to the planning director or designee. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day.

The application form and supplemental documents are available in the appendices of these regulations. For first minor subdivisions a draft findings of fact must be prepared by the subdivider as part of the submittal. No public hearing or environmental assessment is required.

- B. Review Period. Upon receipt of a complete application, the AGB has thirty-five working days to approve, conditionally approve, or deny the preliminary minor plat application. The review period may be extended with consent of the subdivider provided either in writing or given during a public Planning Board meeting or public hearing.

(Ord. No. O17-01, § 16.3.9, 3-7-2017)

16.03.100 Subsequent minor subdivisions.

Divisions of land creating five or fewer lots that are not first minor subdivisions shall be reviewed as major subdivisions (MCA § 76-3-609(4)).

The application form, accompaniments, and review processes are the same as for major subdivisions. (Ord. No. O17-01, § 16.3.10, 3-7-2017)

16.03.110. Subdivisions qualifying for expedited review.

- A. Eligibility. Subdivisions, hereafter referred to as "expedited review plats" containing one or two parcels are eligible for expedited review when:
 - 1. They meet the definition of a first minor subdivision from a tract of record;
 - 2. Legal and physical access to all lots is provided;
 - 3. No land in the subdivision will be dedicated to public use for parks or playgrounds;
 - 4. The plat has been approved by DEQ or county environmental health whenever approval is required; and
 - 5. No public improvements are required.
- B. Preapplication Meeting Required.
- C. Expedited Review Plat Application Submittal.
 - 1. Required. The subdivider shall submit to the planning director or designee, for review and recommendation to the AGB, a checkprint of the final plat and all accompaniments.
 - 2. Checkprint. Prior to submitting the final plat on mylar, a subdivider must submit six copies of a final plat application, six paper prints of the final plat, six draft copies of the supporting documents to the planning director or designee for review. The final plat application form is provided in Appendix H "Expedited Final Plat Application" and the form and content of the checkprint and the supporting documents are described in Appendix J "Final Plat Requirements." The final plat review fee and the subdivision title commitment or title report are also required at this stage.
- D. Final Plat and Supporting Documents Contents and Submittal Copies. The subdivider shall submit one electronic copy in .pdf, .jpg or .tif format and if available, one copy in either AutoCad[®] or ArcGIS[®] format. The subdivider must also submit one signed mylar original of the final plat. The form and content of final plat is provided in Appendix J "Final Plat Requirements." The final plat must be accompanied by a complete expedited review plat application form as provided in Appendix H "Expedited Final Plat Application," a subdivision title commitment or title guarantee prepared within the previous six months, all supporting documents, and the required review fee.
- E. Review Procedure. The planner shall route the application, final plat, and supporting documents to the appropriate city and county departments and officials for their signatures within sufficient time to assure the documents are placed on the first available agenda of the AGB for their consideration and authorized signatures.
- F. Governing Body Action. At a regularly scheduled meeting, the AGB shall consider the following information in deciding whether to approve or deny a final plat:
 - 1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety (MCA § 76-3-608 (3)(a));

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2. Consistency with the adopted Growth Policy and Bike/Ped Plan; and
 3. These subdivision regulations.
 4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (MCA § 76-3-608(5)(b)). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services (MCA § 76-3-608(1)), or based solely on compliance with the Growth Policy (MCA §76-3-605(2)(b)).
 5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (MCA § 76-3-608(4)).
 6. After all required signatures have been obtained; the plat shall be recorded with the county clerk and recorder within twelve (12) months of the date of approval.

(Ord. No. O17-01, § 16.3.11, 3-7-2017)

16.03.120 Amended plats.

- A. Required. A division of lots within a platted subdivision filed with the county clerk and recorder that redesigns or rearranges six or more lots must be reviewed and approved by the governing body and an amended plat must be filed with the county clerk and recorder (MCA § 76-3-207(2)(a)).
- B. Eligibility. Amended plats shall be processed as first minor subdivisions if they meet the following criteria:
 1. Legal and physical access to all lots is provided;
 2. No land in the subdivision will be dedicated to public use for parks or playgrounds; and
 3. The plat has been approved by DEQ or county environmental health whenever public drainage, or water and sewer systems are required.
 4. Amended plats not meeting these criteria shall be reviewed as major subdivisions.
- C. Form and Content. An amended plat shall be entitled "Amended Plat" and follow the form and content shown in Appendix D "Preliminary Plat Requirements."

(Ord. No. O17-01, § 16.3.12, 3-7-2017)

16.03.130 Final plat submittal requirements.

- A. Required. After receiving a preliminary plat approval for a major, first minor, or subsequent minor, the subdivider may submit a final plat of the proposed subdivision. The final plat shall incorporate all required conditions and changes and conform to the approved preliminary plat and this section.
- B. Checkprint. Prior to submitting the final plat on mylar, a subdivider must submit six copies of a final plat application, six paper prints of the final plat and six draft copies of the supporting documents to the planning director or designee for review. The final plat application form is provided in Appendix I "Final Plat Application" and the form and content of the checkprint and the supporting documents are described in Appendix J "Final Plat Requirements". The final plat review fee and the subdivision title commitment or title report are required at this stage. The planning director or designee may require additional documentation to ascertain whether the conditions of preliminary plat approval have been met.

The planner shall notify in writing the subdivider no later than fifteen working days after receipt of the checkprint of any changes required.

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- C. Final Mylar Submittal. Application for final plat approval shall be submitted to the planning director or designee at any time. The subdivider shall submit one electronic copy in .pdf, .jpg or .tif format and if available, one copy in either AutoCad ® or ArcGIS ® format. The subdivider must also submit two signed mylar original of the final plat. The form and content of final plat is provided in Appendix J "Final Plat Requirements." The final plats must be accompanied by a complete final plat application form as provided in Appendix I "Final Plat Application"
 - D. Review Procedure. The planner shall review the check print and accompanying documents for compliance with the conditions for approval from the AGB. If in compliance the planner shall obtain the required signatures from city or county officials and forward the final plat to the county clerk and recorder.
 - E. Approval Period. After the governing body has approved the plat and all required signatures have been obtained, the plat shall be recorded with the county clerk and recorder within twelve months of the date of approval.

(Ord. No. O17-01, § 16.3.13, 3-7-2017)

Chapter 16.04 DEVELOPMENT REQUIREMENTS

Sections:

16.04.010 General.

All subdivisions approved by the governing bodies must comply with the provisions of this chapter, except where granted a variance pursuant to Section 16.11.010, Variances, of these regulations. The requirements contained in this chapter apply to subdivisions within the area of the Laurel-Yellowstone City-County Planning Board.

(Ord. No. O17-01, § 16.4.1, 3-7-2017)

16.04.020 Conformance with zoning.

In addition to the standards outlined in this chapter, the design and development of a subdivision must conform to any applicable Laurel zoning regulations as found in Title 17 of the Laurel Municipal Code. If there are conflicting requirements between these regulations and the zoning regulations the most restrictive standards shall apply.

(Ord. No. O17-01, § 16.4.2, 3-7-2017)

16.04.030 Improvement design.

Engineering and survey plans, specifications, and reports required in connection with public improvements and other elements of the subdivision required by these regulations must be prepared by a professional engineer or professional land surveyor as their respective licensing laws allow in accordance with the Montana Subdivision and Platting Act (MSPA) and these regulations.

(Ord. No. O17-01, § 16.4.3, 3-7-2017)

16.04.040 Lots.

- A. Regulation of Lots. Each lot must contain a building site that conforms to Yellowstone City-County Health Department regulations, the Laurel Building Code where applicable, the regulations of this chapter, and other applicable State or local regulations. Lots must also be in conformance with zoning regulations.
- B. Dimensions, Orientation, and Topography. The lot size, depth, shape, and orientation shall be appropriate for the location, contemplated use of the subdivision, and the zoning of the property. Areas within the subdivision with a slope of twenty-five percent or greater shall be identified on the face of the preliminary and final plats.
- C. Frontage. Residential, commercial, and industrial lots shall have frontage on a public right-of-way, public road easement, or private easement. The lots size shall be in conformance with any applicable zoning regulations. For those subdivisions located outside of the zoning jurisdiction, all lots shall have a minimum of thirty-two feet of frontage on a public right-of-way, public road easement, or private easement. The planning department may require greater frontage for subdivisions that are commercial and industrial in nature.
- D. Division by Rights-of-Way. No single lot may be divided by a public road, alley, or access easement unless a valid variance is first obtained subject to the variance procedures provided for in these regulations.
- E. Rural Lot Limitations. Residential or commercial lots not served by public sewer or public water systems shall not be less in area than what is required by DEQ regulations. There is nothing contained in this chapter that shall be construed as preventing DEQ or Yellowstone City-County Health Department from requiring that all or any portion of a subdivision shall not be built upon, or that the proposed lot sizes must be increased to ensure protection of public health.

Subdivisions that are developing in the county but are within the city of Laurel zoning jurisdiction, or in close proximity to a public water or sewer system, shall consider in designing water and/or sewer systems the future connection to the public systems. Designing the systems to connect to a public system is not a requirement but may better facilitate future annexation of existing development or extension of services to a development from a public system.

- F. Corner Lots. Design of corner lots must meet the following requirements:
 - 1. Corner lots must be of sufficient size to provide a building site while meeting the clear vision requirements specified in the most current American Association of State Highway and Transportation Officials (AASHTO) Manual guidelines. Corner lots must also be of sufficient lot size and in conformance with zoning as it relates to minimum lot size and setbacks, if applicable.
 - 2. Residential corner lots adjacent to a street identified as a principal or minor arterial must have vehicular access only to an internal street in the subdivision identified as a collector or residential street, except when limited by topography or other physical constraints of the property.
- G. Double Frontage Lots. Double frontage lots (see Figure 2.1 in Section 16.02.010) are allowable when they are necessary due to topography and when a one-foot wide no-access easement (to be shown on the plat) is provided for separation of residential development from railroad or major street rights-of-way.
 - 1. Residential Areas: For any residential subdivision where an arterial street abuts or runs through any portion of the subdivision, the subdivision plan shall provide for lots to back up to the arterial street and provide a one-foot wide no-access easement to prevent vehicle access to the arterial street.
 - 2. Commercial Areas: For any commercial subdivision where an arterial street abuts or runs through any portion of the subdivision, the subdivision plan shall provide for shared accesses to the arterial street or access via internal roads with a one-foot wide no-access easement to prevent uncontrolled vehicle access to the arterial street.

(Ord. No. O17-01, § 16.4.4, 3-7-2017)

16.04.050 Blocks.

- A. Size and Orientation. Length, width, and shape of blocks shall be determined with consideration of the following:
 - 1. Provision of adequate building sites suitable to the needs of the type of use contemplated;
 - 2. Needs for convenient and necessary access, circulation, traffic control and traffic safety, and public safety; and
 - 3. Limitations or opportunities created by the topography.
- B. Rights-of-Way for Internal Non-motorized Connections. Public rights-of-way for internal non-motorized connections within blocks will be required when needed to provide circulation or safe access to schools, parks, playgrounds, shopping, transportation, and other community facilities. Pathways or sidewalks shall also be installed from the end of cul-de-sacs or dead ends to the property boundary of the subdivision to make connections to other cul-de-sacs or streets in adjacent neighborhoods, where deemed appropriate by the AGB.
- C. Block Numbering. All blocks shall be identified with Arabic numerals.

(Ord. No. O17-01, § 16.4.5, 3-7-2017)

16.04.060 Streets and roads.

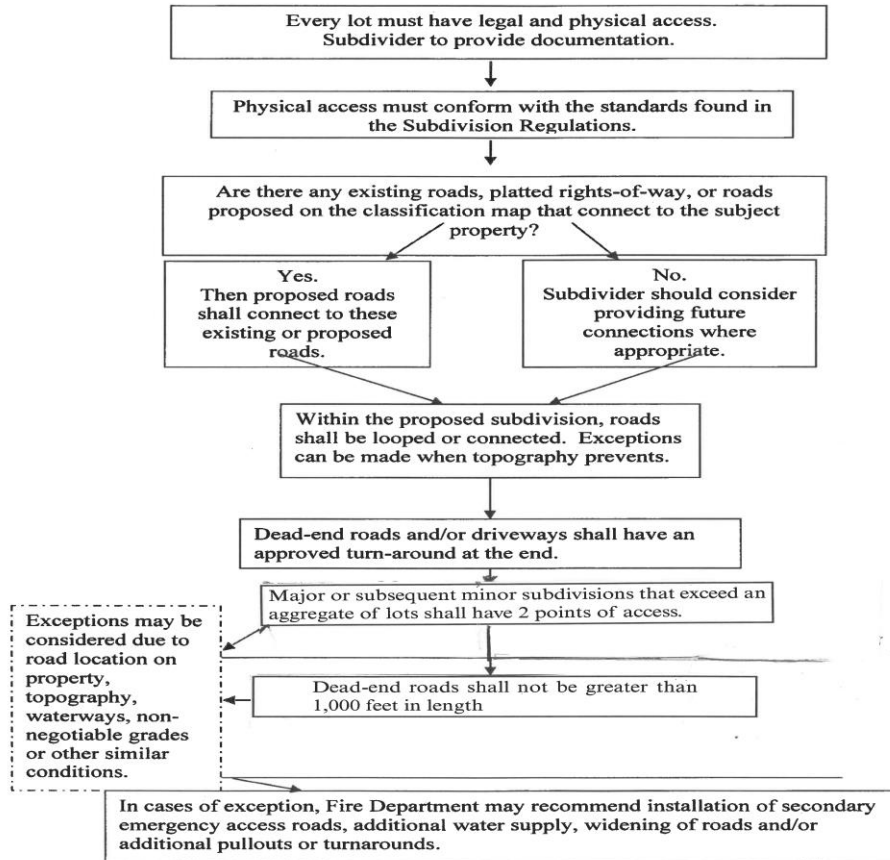
- A. Road Network Performance Standards. When evaluating a subdivision's road network, subdividers and reviewing agencies shall take into consideration the following criteria. These criteria were developed to ensure that all new lots are provided access that is safe, convenient, and effective for future lot owners. The proposed road network shall also enable emergency service providers to protect life and property under emergency situations.
 - 1. Every lot shall have documented legal and physical access.
 - 2. Physical access shall be provided in conformance to the standards found in the subdivision regulations and any other applicable regulations such as zoning, Montana Public Works Standards, City of Laurel Standards for Public Works Improvements and the City of Laurel Rules and Regulations governing Streets when applicable.
 - 3. There shall be right-of-way and road connections made when existing roads or platted roads outside of the subdivision connect to the subject parcel.
 - 4. Proposed roads shall be looped or connected to other roads whenever possible. Exceptions can be made when there are topographic features that prevent connections or when the legal status of the road prevents connection.
 - 5. Dead end roads and/or driveways greater than one hundred feet in length must have an approved turn-around at their terminus.
 - 6. Major and subsequent minor subdivisions that exceed an aggregate of 5 lots shall have two points of access.
 - 7. Dead end roads shall not be more than one thousand feet in length.

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8. When access roads cannot be installed as required above in #6 & #7 due to location on property, topography, waterways, nonnegotiable grades or other similar conditions, the fire department having authority may recommend additional fire protection measures, including, but not limited to, the installation of a secondary fire apparatus access road, additional water supply, widening of roads, and/or additional pullouts or turnarounds.

Figure 16.4.A.1. Road Network Evaluation Flowchart



- B. Streets and Roads, General. The arrangement, type, extent, width, grade, and location of all streets shall conform to any adopted area plans including, but not limited to, the Growth Policy and the Bike/Ped Plan and must be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by them.
 1. Relation to Undeveloped Areas: When a proposed subdivision adjoins undeveloped land, streets within the proposed subdivision shall be arranged to allow access to the adjoining undeveloped land. Street right-of-way within the proposed subdivision shall be provided to the boundary lines of the tract to be developed, unless prevented by topography or other physical conditions.

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2. Relation to Developed Areas. The subdivider shall arrange the streets to provide for the continuation of streets between adjacent developed properties when such continuation is necessary for the convenient movement of traffic, effective provision of emergency services, and efficient provision of utilities. Such provision may be waived where the adjacent land use is incompatible with the proposed subdivision, or when prevented by topography or other physical conditions.
 3. Separation of Through and Local Traffic. Whenever a subdivision abuts or contains an existing or proposed highway, Arterial street, or Collector street, the subdivider may be required to provide frontage roads, reverse frontage lots with a no-access strip preventing access along the rear property lines, planting or fencing screens, shared accesses, or other treatment as may be necessary to adequately protect residential properties and to separate through and local traffic.
 4. Distance between Parallel Right-of-Way. Where a subdivision borders on or contains a railroad, limited access highway, canal, stream or ditch right-of-way, the subdivider shall be required to provide a street or easement approximately parallel to and on each side of the right-of-way at a distance sufficient to allow for the operations and maintenance of the intervening land. Such distances shall also be determined with regard for the requirements of approach grades and future grade separation.
 5. Second Access: To facilitate traffic movement, the provision of emergency services, and the placement of utility easements, all major subdivisions shall provide a minimum of two access roads built to the standards of this chapter to all lots in the subdivision. Provision of a second access may be required for first minor or subsequent minor subdivisions when deemed necessary for the health, safety, and welfare of the new lot owners. If a second access cannot be provided for reasons of topography or other physical conditions, the subdivider shall provide an emergency secondary access road, built to the standards detailed in Section 16.04.120 of these regulations.
 6. Dead-end Roads. Dead-end access roads or driveways in excess of one hundred fifty feet shall not be permitted without an approved turn around at the terminus. Where such roads or driveways terminate, the subdivider shall provide a cul-de-sac or "hammerhead-T" turnaround conforming to the design standards outlined in Figure 16.4.C.3. In cases where a dead-end road may be extended in the future, a right-of-way easement or dedication may be required to be provided.
 7. Right-of-Way and Street and Road Developments. In all cases, the right-of-way must be provided when developing the property. If the property is being developed on only one side of an existing or proposed road or street and dedicated right-of-way or a road easement is required, the property owner developing must secure the additional right-of-way or easement from the adjacent property owner. If the additional required right-of-way or easements cannot be secured, the developer must provide the full width of right-of-way on the subject property.

When the development is located in the Laurel zoning jurisdiction, the property developing must build the sidewalk, swale, and portion of the shoulder and roadway as determined by the county public works department to meet the applicable road design standards. The additional improvements on the remaining portion of the right-of-way or road easement will be constructed at the time the adjacent property develops.

8. Street Continuity. Streets that are a continuation of streets in contiguous territory shall be so aligned as to assure that their centerlines shall coincide and shall have matching names. In cases where straight continuations are not physically possible, such centerline shall be continued by a centerline offset of not less than one hundred twenty-five feet.
9. Tangent for Reverse Curves. A tangent shall be introduced where necessary between reverse curves on arterial and collector streets as determined by a professional engineer.
10. Deflected Street Lines to be Curved. When continuing street lines deflect from each other at any one point by more than five degrees, they shall be connected by a curve with a radius adequate to ensure

stopping sight distance at the center line of a street in accordance with the most current American Association of State Highway and Transportation Officials (AASHTO) Manual guidelines.

11. Intersections. Local streets shall be laid out so as to intersect as nearly as possible at right angles and no local street shall intersect any other local street at less than eighty degrees. Such angle of eighty degrees or greater shall be retained for at least fifty feet back from the intersection. Any street intersection involving an arterial and/or collector streets shall intersect at ninety degrees, shall be retained for at least one hundred feet back from the intersection. Not more than two streets shall intersect at any one point unless warranted by design by a professional engineer and reviewed by the appropriate public works department.
 12. Lot Corners at Intersections. Lot corners at all road intersections shall be rounded with a minimum radius of ten feet when the proposed subdivision is located outside of the city of Laurel's zoning jurisdiction.
 13. Sight Distance. The alignment of all streets and roads must provide adequate sight distances in accordance with the most current AASHTO Manual guidelines. Intersections must be designed to provide adequate visibility for traffic safety based on the designed operating speeds of the intersecting roadways.
 14. Approach Permits. The subdivider shall obtain the applicable approach or access permits for all new accesses to city and county roads. For any new vehicular access onto a State controlled road or highway, the subdivider shall obtain an approach permit approved by the Montana Department of Transportation (MDT).
 15. Street/Road Names and Addressing. New streets/roads aligned with existing streets/roads shall have the same name as the existing street/road. All new street/road names shall be approved by the Yellowstone County GIS Department prior to final plat approval in order to avoid duplication and confusion with names of existing roads. Lot addresses are assigned by county GIS.
 16. Street/Road Signs and Traffic Control Devices. Street or road signs and traffic control devices of the size, shape, and height in conformance with the standards contained in the Manual on Uniform Traffic Control Devices must be placed at all intersections by the subdivider.
 17. Central Mail Delivery. When required by the U.S. Postal Service, the developer must provide a cluster/gang mailbox for mail delivery.
 18. Road Design and Improvement Standards. All streets and roads, existing or proposed, within and adjacent to a proposed subdivision shall meet the design and improvement standards outlined in Subection C of this section.
 19. Street/Road Maintenance: For all subdivisions not located within city limits or proposed for annexation, the subdivider shall establish a new rural special improvement district or expand an existing adjacent RSID prior to final plat approval to provide funds for ongoing maintenance of all new public improvements associated with the subdivision. These improvements may include, but not be limited to, new roads, bridges, culverts, street signs, sidewalks, pathways and any other public improvements resulting from the subdivision.
- C. Design and Improvement Standards for Subdivisions.
1. General. The design and improvement standards contained in this section shall apply to all construction and reconstruction of streets and roads within subdivisions.
 2. Improvement Design. All street improvements shall be designed by and constructed under the supervision of a professional civil engineer. All improvements shall meet or exceed the right-of-way and construction standards for the type of street to be constructed found within these regulations and adopted policies of the city and county public works departments as appropriate.

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3. Plans and Specifications. A complete set of professionally certified plans and specifications shall be provided to the appropriate public works department prior to initiation of any street improvement construction. The subdivider shall provide professional engineering services for construction inspections and post-construction certifications. Record drawings shall be submitted to the appropriate public works department upon completion of construction.

Post construction certifications shall include, but not be limited to, the following:

- a. Compaction test results;
 - b. Certification that all required improvements are complete;
 - c. Certification that the subdivider knows of no defects from any cause in those improvements;
 - d. Certification that these improvements are free and clear of any encumbrance or lien;
 - e. The method by which the one year guarantee is to be provided; and
 - f. A schedule of actual construction costs shall be filed with the appropriate public works department.
4. Traffic Impact Study. Prior to AGB action on a preliminary plat, a traffic impact study shall be prepared by a professional engineer, with proven competence in traffic engineering and submitted with the preliminary plat for any new major residential, institutional, commercial, or industrial development located within city limits and the zoning jurisdiction. All other proposed subdivisions which will generate five hundred or more vehicular trips per day per the most recent standards of Trip Generation from the Institute of Transportation Engineers shall also be required to provide a traffic impact study. A vehicular trip is defined as a one-way journey of a person in an automobile or a transit vehicle. If the study indicates a need for the installation of traffic signals, intersection improvements, or other off-site street improvements to facilitate traffic flow generated by the entire proposed development, the subdivider shall be responsible for his/her proportional share of those improvements. The study shall include, but not limited to the following:
 - a. Estimated number of vehicular trips per day;
 - b. Location of approaches;
 - c. Circulation patterns;
 - d. Location and type of traffic control devices;
 - e. Pedestrian safety;
 - f. Projected turning movements; and
 - g. Impacts on existing street intersections.
 5. Offsite Requirements: When determining a developers proportionate share of off-site improvements the following shall apply:
 - a. Payment for Other Costs Directly Attributable to the Subdivision. When any road or segment of road impacted by the subdivision will not meet or exceed the local jurisdictions road standards at the time of full build out of the subdivision, the governing body shall require the subdivider to pay or guarantee payment of the costs of improving the road so that it meets the local standards. The subdivider shall be required to pay or guarantee payment of costs that reflect the expected impacts directly attributable to the subdivision, as described below. If an engineer, licensed in the State of Montana, certifies that the road or segment of road affected by the proposed subdivision will meet or exceed the applicable road standards at full build out of the subdivision,

the subdivider shall not be required to contribute to the cost of improving that road or segment of road.

- b. Determining Costs Directly Attributable to the Subdivision. A preliminary engineering report (PER), prepared and certified by an engineer licensed in the State of Montana shall provide estimated costs of improvements necessary to make a road or segment of road meet or exceed the local road standards. The PER shall describe the existing and proposed conditions of the impacted road facility. Estimated costs shall include the following:
- i. Estimated preliminary and final engineering costs including, but not limited to, design plans and specifications, material testing during construction, inspection and administration;
 - ii. Estimated costs of obtaining and completing necessary permits;
 - iii. Estimated surveying costs;
 - iv. Estimated right-of-way acquisition costs;
 - v. Estimated utility relocation costs;
 - vi. Estimated costs for geotechnical and miscellaneous design related site testing and laboratory analysis; and
 - vii. Estimated costs for road construction/improvements including materials, turning lanes, horizontal alignment and vertical grade adjustments, construction staking, temporary and permanent erosion control, road subgrade stabilization including geotextiles and subbase, sidewalks, curb and gutter, topsoil salvage and replacements, revegetation, weed management, traffic signals, traffic signal timing changes, temporary traffic control, traffic control, approaches, bridges, guardrails, signage and/or pavement markings, non-motorized facilities, provisions for stormwater drainage, and contingencies to bring the facility into compliance to these regulations.
- c. Estimated costs for any other items necessary to improve the road. Estimated costs shall not be older than six months at the time of final plat application. The burden of proof for estimate costs is the responsibility of the subdivider. Estimate costs must be prepared and certified by an engineer licensed in the State of Montana. Estimated costs shall be submitted to the appropriate road and bridge or public works department for review and recommendation. The governing body may, at the subdivider's expense, require a third party, designated by the governing body, to review estimated costs as described in the PER.

With preliminary approval of the subdivision application, the governing body shall determine a percentage of the costs described above by comparing projected annual average daily traffic (AADT) at full build out of the subdivision with existing AADT. The percentage of costs shall be calculated for each segment of road impacted using the following formula

$$\frac{P - E}{P} * 100 = I$$

(P-E)

Where:

P = Projected AADT

E = Existing AADT

I = Percentage of Impact

- d. Use of Funds. Upon receipt of funds related to estimated costs, the County shall place funds in an interest bearing reserve account, held and used by the county strictly for the impacted roads or segments of road within the subdivision's impacted area.
5. Street and Road Right-of-Way Dedication. All streets or alleys within, or providing access to, the proposed subdivision shall be dedicated to the public and accepted by the AGB except when an approved public access easement or private road is provided in accordance with these Regulations.
6. Access Easements. Where access to or within a subdivision is proposed using access easements the subdivider must obtain or provide proper easements of sufficient width to satisfy the requirements of Table 16.4C.1. The easement shall meet the following:
 - a. Easements must be granted by all property owners whose land the easement(s) cross in a signed and notarized document to be recorded with the final plat.
 - b. The location of any road easement must be shown on the plat if it is within the subdivision or on a supplemental exhibit if it is off site. The existence of easements must be noted on the face of the final plat and on any deeds or other instruments conveying lots within the subdivision.
 - c. All newly created easements shall be written so that they are easements appurtenant that run with the benefited land and shall clearly define whether the easement will allow further burden to the easement and the extent of the further burden to the easement.
7. Private Roads. Private roads may be allowed within a subdivision. A private road easement shall be provided meeting the criteria listed under Section 16.04.060.C above. A mechanism for maintenance of any private roads shall be established prior to final plat approval.
8. Right-of-Way and Street Widths. Street right-of-way and surface widths for all roads, public or private, including those located in the Laurel zoning jurisdiction with the exception of those zoned Agricultural Open and Residential Suburban shall be provided as shown in Table 16.4.C.1 below.

Street right-of-way and surface widths for all roads, public or private, on property in the Agricultural Open Space (A-O) and Residential Suburban Zoning Districts or outside of the Unified Zoning Jurisdiction shall be provided as shown in Table 16.4.C.1.

Table 16.4.C.1. Required Dedications and Street Improvements for Subdivisions

Street Type	Right-of-Way	Road Width	Lane Width	Parking Width	Turn Lane Width	Median Width	Sidewalk Minimum Width
Principal Arterial							
6 lanes w/ center turn-lane	120'	92'*	12'/14'**	—	14'	—	5'
4 lanes w/ center turn-lane	120'	92'*	12'/14'**	—	14'	—	5'
Minor Arterial							
4 lanes w/ median	100'	68'*	12'	—	—	14'	5'
2 lanes w/ median	100'	52'*	12'	—	—	14'	5'
Commercial Collector							
2 lane	80'	44'*	14'	8'	—	—	5'
2 lanes w/ center turn lane	80'	42'*	14'	—	14'	—	5'
Residential Collector							
2 lane	70'	40'*	12'	8'	—	—	5'

2 lanes w/ center turn lane	80'	50'*	12'	8'	14'	—	5'
Residential Local Access	67'	28'	12	n/s	—	—	5'
Cul-de-Sac 100-600 feet	67'	28'	12	n/s	—	—	5'
Cul-de-Sac <100 feet	40'	24' min.	10	n/s	—	—	—

* Widths to be provided if warranted by a Traffic Accessibility Study.

** Interior lane(s) is twelve feet and the outside lane is fourteen feet.

*** Roads in the Agricultural Open Space or Residential Suburban Zoning Districts, or roads outside of the Zoning Jurisdiction will be built 28' wide to include 24' driving surfaces, 2' shoulders, and drainage swales (See Figure 16.4.C.2. or (See Figure 16.4.C.3.)). All roads within the Zoning Jurisdiction, except for those in the Agricultural Open Space or Suburban Residential Zoning Districts, will be built 34' wide to include 24' driving surfaces, 5' shoulders, and drainage swales (See Figure 16.4.C.1).

n/s No width is specified.

9. Shoulders. Shoulders shall be required on both sides of all roads where no curb and gutter or parking lanes are required (county subdivisions only). The shoulders shall be two feet wide and graveled, and must meet the specifications of the Yellowstone County Public Works Department.
10. Alleys. Proposed alleys in both residential and commercial subdivision shall meet the following standards:
 - a. The width of an alley shall be a minimum of twenty feet.
 - b. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be designed to permit single unit truck movement.
 - c. Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with adequate turnaround facilities at the end.
11. Grading/Cut and Fill. All streets and alleys within or adjacent to the subdivision shall be excavated or filled to the grade established by these Regulations.
12. Base Construction: The type of base required will vary depending on the nature of the existing material and with the particular type of traffic to be accommodated and shall be approved by the appropriate public works department prior to use. (See Figures 16.4.C.1. and 2.)
13. Street Surfacing: All roads within or adjacent to the subdivision shall be paved where they connect to an existing paved road. All roads within or adjacent to the subdivision may be graveled where the connect to an existing graveled road. The standards for such surfacing shall be according to city or county specifications unless otherwise warranted by engineering design. (See Figures 16.4.C.1. & 16.4.C.2)

Figure 16.4.C.1.

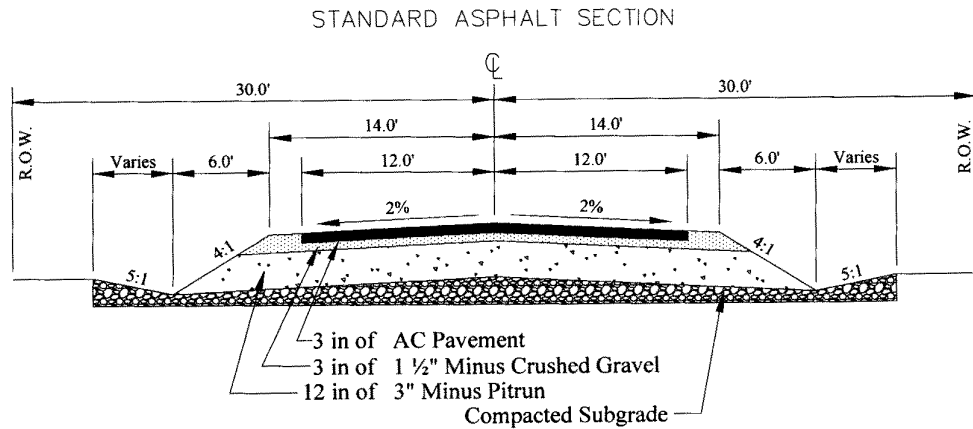
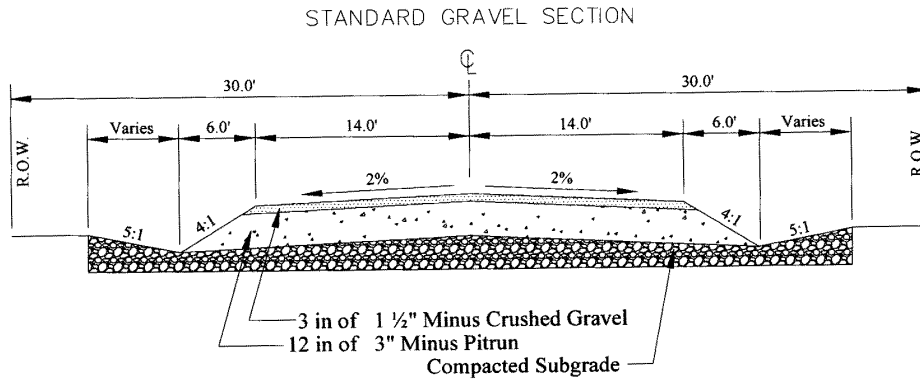


Figure 16.4C.2.



Street Grades. All street grades shall conform to the requirements of the city or county. Street grades shall not exceed the following, with due allowance for reasonable vertical curves and intersection treatment.

Street Type	Percent Grade
Arterial	4
Collector	7
Local Access	12

15. Pedestrian and Sidewalk Connections: Sidewalks shall be installed with all streets within the Laurel zoning jurisdiction with exception of those properties zoned Agricultural Open and Suburban Residential. Required pathway widths shall follow those listed in Table 16.4.C.1. and meet the appropriate governing body public works standards.
16. Access Driveways: Access driveways are defined as an access serving one or two lots and not more than five dwellings. Accesses serving more than two lots or five dwellings shall be considered a road, and shall be built to the road standards outlined in these regulations. An approach permit is required for all new access driveways. New driveways shall meet the following standards:

In residential subdivisions, the maximum driveway width shall be thirty feet. The minimum distance between driveways shall be twenty-five feet or as otherwise allowable by the public works director for the city of Laurel and Yellowstone County

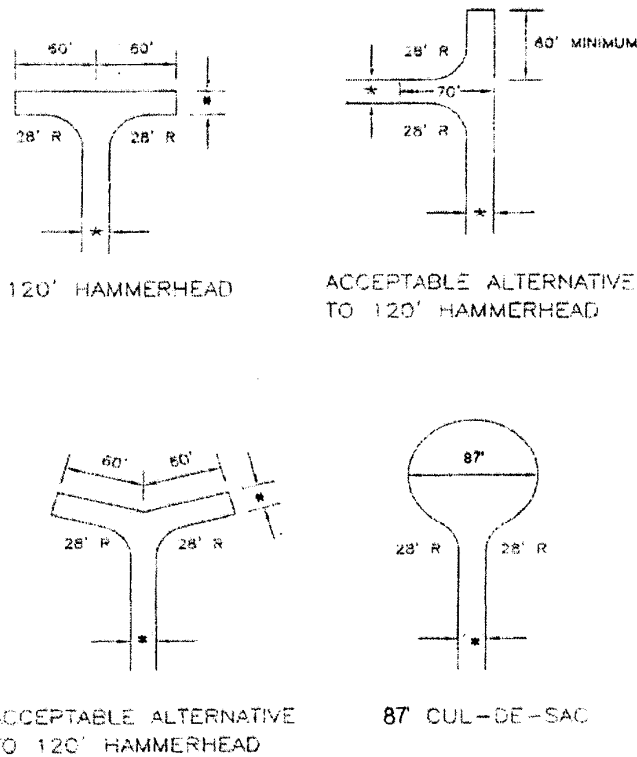
In commercial and industrial subdivisions, the maximum driveway width may be up to fifty feet when approved by the AGB. The minimum distance between driveways shall be twenty-five feet.

In any allowable location, no driveway width shall be less than twelve feet wide.

Only one driveway shall be provided to any single residential lot unless otherwise approved by the AGB or designee. Additionally, in cases where a lot fronts on a collector or arterial road currently carrying or projected to carry more than five hundred vehicles trips per day or where site distances warrant, the AGB may require shared access drives among lots. The AGB may permit more than one driveway for commercial lots.

In cases where an access driveway is in excess of one hundred feet in length (by variance), it shall have a minimum unobstructed width of twenty feet, and shall have an approved turn-around at its terminus. (See Figure 16.4.C.3 for acceptable design standards for turn-arounds.)

Figure 16.4.C.3. Access Driveway Acceptable Turnarounds



*** Width as Required by Table 23-406.B.1**

* = Twenty (20) feet minimum unless otherwise required.

- D. Multi-Use Trails, General: When applicable, subdivisions shall be reviewed for consistency with the Bike/Ped Plan to provide multi-use trail routes for safe, convenient, non-motorized transportation routes throughout the planning area.

-
1. It is recommended that all new subdivisions provide a twenty-foot-wide multi-use trail easement across the property if the Bike/Ped Plan indicates that a proposed multi-use trail route crosses the subdivision property.
 2. If the Bike/Ped Plan indicates that a proposed trail route crosses the subdivision property, and a segment of the corridor has already been provided on adjacent property, then the subdivision shall provide a twenty-foot wide trail easement to connect to the trail segments at the property lines to provide for a continuous trail route.
 3. When parkland dedication is required and the Bike/Ped Plan indicates that a proposed trail route crosses the subdivision property, dedication of linear park land including a trail easement may be considered as all or a portion of the required parkland dedication. (See Section 16.10.030 of these Regulations)

(Ord. No. O17-01, § 16.4.6, 3-7-2017)

16.04.070 Storm drainage facilities.

- A. General: Facilities and design for storm water drainage shall be provided in accordance with standards set by DEQ. If there is no existing storm drainage system in the area or if the existing system has insufficient capacity to carry the additional discharge, the subdivider shall provide an on-site area for retention or detention with controlled outlet capacity, if needed. The final DEQ approved storm water management plan for all subdivisions shall be provided with the final plat and recorded as part of the final DEQ documents when the final plat is recorded.
- B. Drainage Discharge: Discharge of storm drainage is subject to the following:
 1. Storm drain systems shall not discharge into sanitary sewer facilities.
 2. Storm drain systems shall not discharge into agricultural water user's facilities without the written permission of the appropriate irrigation district.
 3. Storm water detention or retention ponds may be located within public parkland at the discretion of the AGB. Such areas shall not count toward the parkland dedication requirement unless they are approved by the park board and the AGB, designed to serve as an amenity to the park, and fit into the planned uses and improvements to the park. (See Section 16.10.040 of these regulations.)
- C. Easements: Easements may be required between lots and along public rights-of-way to manage storm drainage in subdivisions.
- D. Location of Facilities: If any onsite retention or detention facility is used it shall be included as part of the lots, public right-of-way, or parkland. No separate parcels shall be created exclusively for such facilities.
- E. System Maintenance: If any onsite retention or detention facilities are utilized, unless otherwise provided, a special maintenance district or rural special improvement district shall be created prior to filing the final subdivision plat in order to provide funds for the maintenance of such facilities.
- F. Future Improvements: If any onsite retention or detention facility is used, a waiver of right to protest the creation of a future storm drain system special improvement district shall be executed by the subdivider and recorded and filed with the final plat.

(Ord. No. O17-01, § 16.4.7, 3-7-2017)

16.04.080 Sanitary sewer and water systems.

- A. If any boundary of the subdivision is within five hundred feet of a public sanitary sewer or water system, the subdivider must connect to the public sewer or water and install sanitary sewer and/or water system facilities in accordance with the requirements of the sewer or water district involved and the standards of DEQ.

The governing body, upon determination from the DEQ, may grant a waiver of the requirement to connect to a public system if the subdivider demonstrates that connection to the public system is physically or economically impractical or if the district or utility refuses to provide service. For purposes of this section, a connection is economically practical if the cost is less than or equal to three times the cost of installation of an approvable system on the site.

In cases where a waiver is granted and also if the boundary of the subdivision is more than five hundred feet from sanitary sewer services, the subdivider will sign a waiver of right to protest future sanitary sewer infrastructure improvements and assessments.

- B. Where individual septic systems or water wells are proposed, the systems must, at a minimum, meet the standards set forth in Montana Administrative Rules, Title 17, Chapter 36 (Subdivisions/Onsite Subsurface Wastewater Treatment) and obtain approval from DEQ, if less than twenty acres in size, or by the Yellowstone County Environmental Health Department if over twenty acres in size.

(Ord. No. O17-01, § 16.4.8, 3-7-2017)

16.04.090 Utilities.

- A. All new utilities serving the subdivision including electricity, cable television, and telephone shall be placed underground, with the exception of fire hydrants, cable closures, alignment markers, etc. Easements for utilities shall be clearly indicated on the plat.
1. Easements across lots or centered on common rear or common side lot lines shall be provided for public utilities and shall be at least sixteen feet wide; easements located along perimeter lot lines shall be at least eight feet in width. The width of an easement may vary depending upon the utility company serving the subdivision.
 2. Utility facilities shall be designed by utility firms in cooperation with the subdivider, subject to applicable laws and rules and regulations of any appropriate regulatory authority having jurisdiction over such facilities.
- B. Where a subdivision is proposed partially or wholly within Laurel's airport influence area, a perpetual air rights easement shall be executed and submitted with the plat.

(Ord. No. O17-01, § , 3-7-2017)

16.04.100 Watercourse and irrigation easements (MCA § 76-3-504(1)(j)(k)(l)).

- A. Easements for Irrigation Facilities Within the Subdivision: Easements are required to be shown by metes and bounds on the face of the preliminary and final plats for all drainage ways, irrigation canals/ditches and their laterals, and below-ground pipelines that traverse the property to be subdivided and for the future use of the subdivision lot owners or homeowners' association.
- B. *Easements Through the Subdivision for the Benefit of Downstream Water* users: Easements are required to be shown by metes and bounds on the face of the preliminary and final plats for all drainage ways, irrigation

canals/ditches and their laterals, and below-ground pipelines on the property being subdivided that are necessary to convey water through the subdivision to lands adjacent to or beyond the subdivision boundaries in quantities and in a manner that is consistent with historic and legal rights. In addition, an easement document shall be recorded with the final plat. The easements provided shall meet the following standards:

1. Easements shall be provided in locations of appropriate topography and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or below ground pipelines for the delivery of water for irrigation to persons and land legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots;
2. Easements of a sufficient width to allow for construction, repair, maintenance, and inspection of the ditch shall be provided. The easement width shall be based on the policy of the appropriate irrigation district; and
3. The easement document shall prohibit the placement of structures or the planting of vegetation other than grass within the ditch easement without the written permission of the water users.

C. Additional Provisions:

1. The realignment or relocation of active irrigation ditches or pipelines is discouraged when said facilities are located outside of public right-of-way. If an irrigation facility is proposed to be realigned or relocated, the developer shall obtain written permission of the appropriate irrigation district and/or water user and the subdivider's professional engineer shall certify prior to final plat approval that the water entering and exiting the realigned or relocated irrigation facility is the same quality and quantity that entered or exited the facility prior to realignment or relocation.
2. New storm water generated from a subdivision shall not be discharged into an irrigation facility unless the subdivider receives written approval from the appropriate agricultural water user facility prior to final plat approval.

D. Irrigation Drainage:

1. Easements are required to be shown by metes and bounds on the face of the preliminary and final plats for all drainage ways.
2. Irrigation drainage ditch must have easement and written permission to cross property owned by others.

E. Additional Provisions: Additional provisions regarding irrigation drainage are as shown in Section 16.04.100(C) above.

(Ord. No. O17-01, § 16.4.10, 3-7-2017)

16.04.110 Disposition of water rights (MCA §76-3-504(j)(i)).

If a subdivision will create lots averaging less than five acres in size, the subdivider shall submit evidence with the final plat indicating that either A. and B., below, or C., below, has been provided:

- A. **Reservation and Transfer of Water Rights:** The subdivider shall reserve all or a portion of the water rights on the land to be subdivided and transfer these water rights to a single entity for use by landowners within the subdivision who have a legal right to the water. Any remaining surface water rights from the land shall be reserved and severed; and
- B. **Establish Landowner's Water Use Agreement:** If the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide for the use of a water right on the subdivision

lots, the subdivider shall establish a landowner's water use agreement administered through a single entity. This agreement must specify how the water rights will be administered and describe the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or

- C. All Rights Reserved and Severed: All surface water rights shall be reserved and severed from the land proposed for subdivision.

(Ord. No. O17-01, § 16.4.11, 3-7-2017)

16.04.120 Fire protection requirements.

To ensure a reasonable level of fire protection and life-safety for the public and firefighters, an approved water supply capable of the required water flow for fire protection shall be provided, in accordance with this section and the applicable fire code, to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction.

- A. Definitions:

"Approved:" Acceptable to the Laurel Volunteer Fire Department.

"Dry hydrant system:" A permanent piping system with an underground static water supply which provides year-round, frost-free access to a water source other than a pressurized municipal water source.

"Exposure:" Any structure more than two hundred square feet in size.

"Residential dwellings:" Residential occupancies where the occupants are primarily permanent in nature and where buildings do not contain more than two dwelling units, or child care facilities that provide accommodations for five or fewer persons of any age for less than twenty-four hours. This shall include buildings arranged for occupancy as residential care/assisted living facilities including more than five but not more than sixteen occupants, excluding staff.

- B. Minor Subdivisions: For all minor subdivisions creating three to five lots, the subdivider shall provide a minimum of one of the following mechanisms for fire suppression:

1. A pressurized fire hydrant system meeting the flow requirements of the applicable Fire Code and National Fire Protection Association (NFPA) 1142.
2. An approved, single, minimum ten thousand-gallon underground water storage tank with approved dry hydrant type fittings located not more than one-half road mile from the furthest structure in the subdivision. If an approved existing underground water storage tank is located within one-half road mile from the furthest structure of the proposed subdivision, it may be used to meet this requirement. In either case, the dry hydrant shall be constructed to the standards set forth by this section.
3. Any other method reviewed and approved by the Laurel Fire Department having jurisdiction and the AGB.

- C. Major, Commercial, and Subsequent Minor Subdivisions. The subdivider shall provide a minimum of one of the following mechanisms for fire suppression:

1. A pressurized fire hydrant system meeting the flow requirements of the applicable Fire Code and NFPA 1142.
2. An approved, single, minimum thirty thousand-gallon underground water storage with approved dry hydrant type fittings located not more than one-half road mile from the furthest structure in the subdivision. If an approved existing underground water storage tank is located within one-

half road mile from the furthest structure of the proposed subdivision, it may be used to meet this requirement. In either case, the dry hydrant shall be constructed to the standards set forth by this section.

3. Any other method reviewed and approved by the Fire Department and the AGB.
- D. Dry Hydrant Specifications: If the dry hydrant option for fire suppression is utilized, the hydrant shall be constructed to the following standards:
1. All dry hydrant systems shall be designed and constructed to provide a minimum flow of one thousand gallons per minute (gpm) of draft.
 2. Dry hydrants shall have a minimum clearance of twenty feet on each side and be located a minimum of one hundred feet from any structure. Approved pullouts or other design features shall be constructed to ensure that highway or road traffic shall not be impaired during use of the dry hydrant.
 3. Dry hydrants shall be located to be accessible under all weather conditions.
 4. The water container shall be a clean fiberglass or concrete tank, approved by the fire department.

To ensure safety of design, functionality, installation, maintenance, and proper appropriation of financial resources, the Laurel Fire Department shall approve all aspects of tank location, construction design, type of materials, pipe, and system fittings.

- E. Water supply maintenance: The subdivider shall establish a rural special improvement district (RSID) prior to final plat approval that ensures the continual operation and maintenance of the water supply system.

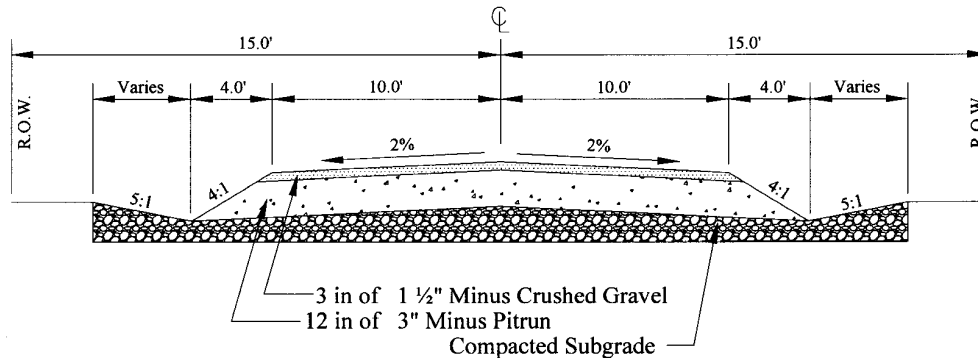
All underground water supply tanks shall be available for use by any fire department responding to any fire within the jurisdiction where the fire is occurring.

- F. Emergency Secondary Access Roads: In the event that an emergency secondary access road is approved as a means of providing a second access to a subdivision, as required by Section 16.04.060 of these regulations, it shall be built to the following standards:
1. Emergency access roads shall be designed to a minimum unobstructed surface width of not less than twenty feet and shall be constructed to adequately support a forty-ton vehicle with a surface so as to provide all weather driving capabilities. The road shall be constructed to county standards (see Figure 16.4.F.1). Where requested by the fire department, gates or other approved barricades shall be required at either end of the road to restrict through-traffic. A sign shall be fixed to each gate in a conspicuous manner. The sign shall read "EMERGENCY ACCESS ONLY" using black letters not less than two inches wide and six inches high on a white retro reflective background.
 2. Prior to construction, a cross-sectional design of the road including location, section, surfacing, and drainage, and design of gates or barriers shall be submitted to and approved by the Laurel Fire Department and an engineer licensed in the State of Montana. The storm drain design shall accommodate runoff during a ten-year storm event to ensure that there is no blockage of the roadway in the event of an emergency. The drainage shall not encroach into the travel way.
 3. Emergency access roads will be assigned a name by the Laurel Fire Department. In order to ensure the roads are entered into and reflected on the county GIS mapping system, the road shall be shown on the plat along with the name assigned to the road. Emergency access roads will not have conventional street signs identifying them by the assigned name.

4. One set of final plans showing corrections/revisions after review and approval shall be submitted to the fire department, and one set of final plans shall be provided to county GIS to ensure that the emergency access road and road name are entered into the GIS mapping system.

Figure 16.4.F.1

EMERGENCY SECONDARY ACCESS ROAD SECTION



(Ord. No. O17-01, § 16.4.12, 3-7-2017)

16.04.130 Noxious weed control.

In order to comply with the Montana County Weed Control Act, Title 7, Chapter 22, Part 21, Mont. Code Ann., all proposed city and county subdivisions must enter into a weed management plan agreement with the county weed board. Approval of the final plat will be contingent on a weed board-approved weed management and included in the subdivision's SIA.

Subdivision weed management plans require completion of application forms obtained from the Yellowstone County Weed Control Department, a site map that will allow for inspection of the proposed development, and payment of the inspection fee prior to performance of the required inspection.

Mitigation of any identified existing noxious weed species will be required as well as planned re-vegetation of all disturbed areas within the proposed subdivision.

(Ord. No. O17-01, § 16.4.13, 3-7-2017)

16.04.140 Flood hazard evaluation.

If any portion of a proposed subdivision is within the floodway of a flood of one hundred-year frequency as defined by Title 76, Chapter 5, Mont. Code Ann. and the Federal Emergency Management Agency (FEMA), or deemed subject to flooding by the county, or if any portion of a proposed subdivision is within two thousand horizontal feet and less than twenty vertical feet of a live stream draining an area of twenty-five square miles or more, the flood hazard evaluation criteria found in Appendix O shall be applied, as appropriate.

(Ord. No. O17-01, § 16.4.14, 3-7-2017)

Chapter 16.05 GUARANTEE OF PUBLIC IMPROVEMENTS

16.05.010 Subdivision improvements agreement (SIA).

Prior to granting approval of the final plat by the AGB the subdivider shall have installed all of the required improvements as stipulated in these regulations, and shall, at the time receiving approval of the final plat, enter into a written SIA which shall be filed concurrently with the clerk and recorder. The SIA is an agreement with the developer and the AGB guaranteeing the construction and installation of all required improvements in conformance with all adopted policies, standards and resolutions. The agreement shall stipulate, among other things, which type of security arrangements and timetable acceptable to the AGB the subdivider elects to use, the subdivider's plans for accomplishing the required improvements, and an agreement that the subdivider shall guarantee all improvements for a period of one year from the date of acceptance by the AGB. (See Appendix K for SIA Template.)

(Ord. No. O17-01, § 16.5.1, 3-7-2017)

16.05.020 Security guarantee.

The subdivider shall provide a monetary security guarantee from the following methods in the amount of one hundred twenty-five percent of the estimated total cost or actual construction contract amount of installing all required improvements including engineering and administration fees, as estimated by a professional engineer and approved by the appropriate public works department.

- A. Irrevocable Letter of Credit. The subdivider shall provide, from a financial institution or other reputable institution subject to the approval of the AGB or designee, an irrevocable letter of credit (See Appendix M for letter of credit template). This letter shall be deposited with the AGB and shall certify the following:
 - 1. That the creditor does guarantee funds of the required amounts, as estimated by the subdivider's professional engineer and approved by the appropriate public works department, for completing all required improvements;
 - 2. That, in the case that the subdivider fails to complete the specified improvements within the required time period, the creditor shall pay to the AGB immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter;
 - 3. That the letter of credit may not be withdrawn, or reduced in amount, until released by the AGB or designee; and
 - 4. That the letter of credit shall be renewed from year to year until such time the improvements are completed.
- B. Bond. The subdivider shall provide a surety bond to guarantee the funds to complete improvements, subject to any requirements of the bonding company. The bond shall be payable to the AGB and shall remain in effect until the improvements have been completed and accepted by such governing body. The subdivider shall bear all costs associated with the provision of the guarantee.
- C. Sequential Development. Where a subdivision is to be developed in phases, a phasing plan shall be prepared by the subdivider, and reviewed and approved by the AGB with the preliminary plat. The phasing plan shall be included in the SIA and shall describe which lots are included in each phase, what improvements shall be completed with each phase, and the approximate completion date of each phase. Improvements included in the first phase shall be constructed or guaranteed using one of the acceptable monetary security guarantees prior to final plat approval by the AGB. Lots within subsequent phases shall be restricted from being transferred or developed. A "Restrictions on

Transfers and Conveyances" contract shall be entered into for subsequent phases by the subdivider and the governing body and shall be filed with the final plat documents with the clerk and recorder (see Appendix N for restrictions of transfers and conveyances template). A release on the restrictions on transfers and conveyances may be filed with the clerk and recorder only after the necessary improvements for each particular phase are constructed, approved, accepted by the AGB, or guaranteed using one of the acceptable monetary security guarantees.

(Ord. No. O17-01, § 16.5.2, 3-7-2017)

16.05.030 Reduction of guarantees.

The amount of the approved guarantee may be reduced upon installation and acceptance by the AGB of the required improvements. The amount of the reduction shall not exceed the percentage that the accepted improvements made up of all originally required improvements.

(Ord. No. O17-01, § 16.5.3, 3-7-2017)

16.05.040 Release of guarantee.

Upon completion of required improvements by the subdivider and acceptance of them by the AGB, all in conformance with this chapter, the AGB shall authorize the release of any remaining portion of the improvement guarantee up to 90% of the original amount. The remaining ten percent will be released after any deficiencies are corrected after the one-year warranty inspection.

(Ord. No. O17-01, § 16.5.4, 3-7-2017)

Chapter 16.06 DEVELOPMENTS FOR RENT OR LEASE

16.06.010 General.

- A. Purpose. A development providing multiple spaces for rent or lease for recreational vehicles (RV's) and mobile or manufactured homes is created when any portion of a parcel is rented or leased for the purposes of situating a temporary or permanent RV, mobile, or manufactured home for residential or commercial structure owned by the renter or lessee. The rented/leased land is owned as one parcel under single ownership, which can include a number of persons owning the property in common. These developments are commonly known as mobile/manufactured home parks and recreation vehicle parks.
- B. Review and Approval Required. Developments created by rent or lease are exempt from surveying and final plat filing requirements but mobile/ manufactured home parks and rv parks must be submitted for review by the planning board and approval by the AGB before portions thereof may be rented or leased (MCA §76-3-208). Approval is based on the criteria found in Chapter 16.03 of these regulations with the addition that the preliminary and final plans for subdivisions for rent or lease shall show the following:
 - 1. A layout of all spaces proposed for rent or lease.
 - 2. Location of common areas and facilities.
 - 3. Parks and/or recreation areas.
 - 4. Landscaping plan if required by these regulations.
 - 5. In lieu of a final plat, subdivider shall submit an unsurveyed final plan drawn to scale.

(Supp. No. 20)

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- C. Zoning Requirements. Mobile/manufactured home parks and RV parks, within the Laurel zoning jurisdiction must comply with zoning regulations. If a development for rent or lease will require a zone change or a zoning variance, those application are to be submitted, reviewed and approved, conditionally approved or denied prior to submission of an application for development for rent or lease. For purposes of these types of developments, setback requirements shall follow the development requirements outlined in Subsection 16.06.020.A.

(Ord. No. O17-01, § 16.6.1, 3-7-2017)

16.06.020 Mobile/Manufactured home and RV park development requirements.

A. Manufactured Home/RV Spaces.

1. The number of allowed spaces is limited to what is approved on the final plan.
2. Spaces must be arranged to permit the safe and practical placement and removal of manufactured homes.
3. All manufactured homes/RVs must be located a minimum of twenty feet from all perimeter boundary lines.
4. The manufactured home pad must be located at least ten feet from the street that serves it.
5. Location of space limits on the ground must be approximately the same as those shown on the approved plans. Precise surveying of space limits is not required either on the plans or on the ground.
6. The size of the manufactured home pad must be suitable for the general market to be served and must fit the dimensions of manufactured homes anticipated. At a minimum the pad should measure fourteen feet wide and seventy feet long. All pads shall be constructed of at least six inches of gravel over a stabilized sub-base.
7. The total area occupied by a manufactured home and its roofed accessory buildings and structures may not exceed one-third of the area of a space.
8. All manufactured homes/RV's shall be separated by a minimum of fifteen feet.
9. There shall be a minimum of fifteen feet between all attached structures such as carports, awnings, decks, and stairs and any adjacent manufactured home.
10. There shall be a minimum of six feet between detached structures and any adjacent manufactured home. Detached structures are defined as any structure that is more than six feet away from the manufactured home.
11. A minimum of two off-street parking spaces must be provided on or adjacent to each manufactured home space. The driveway must be located to allow for convenient access to the manufactured home, and be a minimum of ten feet wide.
12. One guest parking space must be provided for each five manufactured home spaces. Group parking may be provided.
13. The density of a recreational vehicle park may not exceed twenty-five recreational vehicle spaces per acre of gross site area.

B. Streets.

1. All streets within a manufactured home or RV park shall be private.

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2. Private streets shall be designed to provide access to all sites. No site shall have vehicular access to a public street. The streets shall be laid out to discourage through traffic and intersections with public streets shall be kept to a minimum.
 3. Streets may be designed for no on-street parking, on-street parking on one side only, or on-street parking on both sides. All streets shall be paved to a typical crown section, an invert section, or a straight warp section. All streets shall bordered on at least one side by either a sidewalk of a minimum width to meet the current Americans with Disabilities Act (ADA) standards or a pedestrian pathway.
 4. The minimum pavement width for streets with no on-street parking shall be twenty feet.
 5. The minimum pavement width for streets with on-street parking on one side shall be twenty-eight feet.
 6. The minimum pavement width for streets with on-street parking along both sides shall be thirty-six feet.
 7. Curvilinear streets shall have no centerline curve with less than a one hundred-foot radius. At intersections, the inside edge of the paved street shall have a minimum of a twenty-foot radius.
 8. All streets shall intersect at an angle of ninety degrees except where the subdivider has obtained a variance from the AGB.
 9. The layout near street intersections shall be such that a clear vision area is maintained. Stopping sight distance on curves shall be as required on subdivision streets.
 10. All traffic-control devices used shall comply with the current edition of the Manual on Uniform Traffic Control Devices.
- C. Fire Protection.
1. All manufactured home/RV parks shall be located within a local fire district or fire service area.
 2. The manufactured home park shall provide an adequate water supply for fire suppression needs, following the requirements as found in Section 16.04.120 of these regulations. The means for fire protection shall be subject to approval by the local fire district and the AGB.
- D. Health Standards/License Requirement. In addition to the criteria of these Regulations, manufactured home and RV parks must also meet the minimum standards of the Montana Department of Public Health and Human Services (MDPHHS) under Title 50, Chapter 52, Mont. Code Ann. and the requirements of the Montana Department of Environmental Quality (MDEQ) under Title 50, Chapter 60, Mont. Code Ann. The AGB shall not grant final approval of a manufactured home and/or recreational vehicle park until the subdivider first obtains the applicable licenses and approvals for the facility from MDPHHS and MDEQ.
- E. Additional Provisions.
1. Manufactured home/RV parks shall meet the parkland dedication requirements as outlined in Chapter 16.10 of these regulations.
 2. Parks located adjacent to industrial, commercial, or lower-density residential land uses shall provide screening such as fences or natural growth along the property boundary lines separating the community from such adjacent uses.
 3. Parks shall have a sign near the main entrance showing the park layout.
 4. Centralized mail delivery shall be provided at one or more location within the park. Location and design of such group mail collection site(s) shall be reviewed and approved by the U.S. Postal Service and the appropriate public works department.

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5. It shall be unlawful to operate a manufactured home/RV park without holding a valid, annual license issued by the MDEQ

(Ord. No. O17-01, § 16.6.2, 3-7-2017)

Chapter 16.07 CLUSTER DEVELOPMENTS AND PLANNED NEIGHBORHOOD DEVELOPMENTS (MCA §76-3-509)

16.07.010 Purpose.

The purpose of this chapter is to promote maximum flexibility in the design of new developments and to encourage innovation within a framework of timely, efficient, and flexible design review. Developments that utilize innovative, progressive planning and site design techniques and methods to allow a mixture of land uses, densities, setbacks, and building heights are encouraged. Cluster developments are encouraged where community resources are present and desirable for protection or preservation. Those areas include but are not limited to wildlife habitat, river and stream corridors, wetlands, historical or archeological sites, or prime agricultural lands. Planned neighborhood developments are encouraged where the proposed development is in excess of twenty acres and diversity in land uses is desirable.

(Ord. No. O17-01, § 16.7.1, 3-7-2017)

16.07.020 Definitions.

"Cluster development": A cluster development is a subdivision creating five or more lots clustered in a group that is designed to concentrate building sites on smaller lots in order to reduce capital and maintenance costs for infrastructure via concentrated public services and utilities while allowing other lands to remain undeveloped. A minimum of thirty percent of the area within the subdivision shall be reserved for open space owned by common ownership (MCA §76-3-103(2)).

"Master plan": A master plan is a site plan for a planned neighborhood development that shows lots, blocks, streets, alleys, and areas for various land uses including open space within the development. The master plan shall be part of the subdivision approval and any significant change to such master plan shall be considered an amended subdivision.

"Maximum density calculation": The maximum number of residential dwelling units is calculated by dividing the gross square footage of the cluster development area (including any open space area) by the required lot area in the underlying zoning district. In cases where lots are not zoned, the maximum density shall be calculated by dividing the gross area of the property by the minimum lot area to meet the MDEQ standards.

"Planned neighborhood development": A planned neighborhood development (PND) is a subdivision consisting of a planned mixture of land uses such as residential clusters, industrial parks, shopping centers, and/or office building parks built in a prearranged relationship to each other and having open space and community facilities in common ownership or use (MCA §76-3-103(10)).

(Ord. No. O17-01, § 16.7.2, 3-7-2017)

16.07.030 Cluster development general requirements.

- A. Cluster development may be applied to any residential subdivision of five or more lots. The subdivision shall generally conform to the growth policy and the underlying zoning district(s) although the lots may be smaller in area than required in the underlying zoning district.
- B. The maximum size of any developed parcel or lot within a cluster development is one hundred seventy-five thousand square feet.
- C. A minimum of thirty percent of the total area within the subdivision shall remain undeveloped in a cluster development. The undeveloped parcel(s) must be protected in perpetuity to prohibit further division of the parcel.
- D. Cluster developments are exempt from the review criteria in Chapter 16.03 of these regulations (MCA §76-3-509(e)(ii)) and from the parkland dedication requirements in so far as the cluster development meets or exceeds parkland dedication requirements.

(Ord. No. O17-01, § 16.7.3, 3-7-2017)

16.07.031 Design standards and applications for cluster developments.

- A. The cluster development subdivision shall follow all applicable review procedures, as outlined in Chapter 16.03 of these regulations.
- B. Site Analysis Map. If an environmental assessment is required as part of the preliminary plat application it should include the following information on a site analysis map:
 - 1. Property boundaries;
 - 2. All streams, rivers, lakes, wetlands and other hydrologic features;
 - 3. Topographic contours with a minimum of five-foot intervals; where lots are proposed on slopes ten percent or less, contours must be shown at two-foot intervals;
 - 4. All proposed open space areas;
 - 5. General vegetation characteristics;
 - 6. General soil types;
 - 7. The planned location of protected open space;
 - 8. Existing roads and structures; and
 - 9. Potential connections with existing open space, parks and trails.
- C. Open Space Management Plan. An open space management plan, as described in Section 16.07.031(G) of this chapter, shall be prepared and submitted with the preliminary plat application. This plan will be reviewed as a supporting document of the preliminary plat. Review and recommendations to the governing body on the proposed open space management plan will be prepared by the planner.
- D. Instrument of Permanent Protection Required. An instrument of permanent protection as detailed in MCA § 76-6-101 et seq., the Open-Space Land and Voluntary Conservation Easement Act, shall be provided for the open space concurrent with the application for final plat approval.
- E. Maximum Density. The maximum number of dwelling units shall be calculated by dividing the gross area of the subject property, including the open space, by the required lot area of the underlying zoning district. In the case where the subject property is not zoned, the maximum density shall be calculated by dividing the

gross area of the property by the minimum lot area to meet MDEQ standards. Unless prohibited by MDEQ standards, the applicant need not demonstrate the development capability of the land to calculate the maximum dwelling unit density.

- F. Other Requirements. The applicant shall adhere to requirements of the underlying zoning district(s) with the exception of minimum lot area per dwelling unit (see maximum density above). The proposed number of dwelling units shall not exceed the maximum density, but each dwelling unit may be placed on a lot of less than the minimum lot area required by the underlying zoning district(s).
- G. Open Space.
1. At least thirty percent of the gross area of a cluster development shall be reserved as open space.
 2. Resource Protection Areas. The following are considered resource protection areas and are required to be included within the open space when present. These resource areas must be mapped and shown on the preliminary plat.
 - a. The 100-year floodplain.
 - b. Riparian zones of at least seventy-five feet in width along all perennial and intermittent streams.
 - c. Wetlands that meet the definition used by the Army Corps of Engineers pursuant to the Clean Water Act.
 - d. Populations of endangered or threatened species, or habitat for such species.
 - e. Archaeological sites, cemeteries and burial grounds, or historic sites listed as such with any state or federal agency.
 3. Other Resource Areas. The following are considered important resource areas and may or may not be included within the open space at the discretion of the subdivider.
 - a. Historic sites or structures not listed as such with state or federal agencies.
 - b. Existing native forests or prairie of at least one-acre contiguous area.
 - c. Other significant natural features and scenic view sheds such as ridgelines, peaks and rock outcrops, particularly those that can be seen from public roads.
 - d. Prime agricultural lands of at least two contiguous acres.
 - e. Existing trails that connect the tract to neighboring areas.
 - f. Areas at the base of any ridgeline or rimrock of at least one contiguous acre.
 4. Above-ground utility rights-of-way and small areas of impervious surface may be included within the protected open space. Such areas shall make up not more than five percent of the required open space area.
 5. At least seventy-five percent of the open space shall be in a contiguous tract of a minimum size of one acre. The open space should adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.
 6. The open space should be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space.
 7. Uses of open space may include the following:
 - a. Conservation of natural, archeological or historical resources;

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- b. Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
 - c. Walking, bicycle trails, or other multi-use trails;
 - d. Passive recreation areas, such as open fields;
 - e. Active recreation areas;
 - f. Agriculture, horticulture, silviculture, or pasture uses, provided that all applicable best management practices are adhered to;
 - g. Landscaped storm water management facilities approved by the County, community wastewater disposal systems and individual wastewater disposal systems located on soils particularly suited to such uses;
 - h. Easements for drainage, access, and underground utility lines; and
 - i. Other conservation-oriented uses compatible with the purposes of this Section.
8. Prohibited uses of open space:
- a. Golf courses;
 - b. Roads, parking lots, and impervious surfaces, except as specifically authorized in the previous sections;
 - c. Impoundments; or
 - d. Other activities as determined by the subdivider and recorded on the legal instrument providing for permanent protection.
9. Ownership and Management of Open Space. Open space shall be owned by one of the following entities:
- a. The open space may be dedicated to the public as public parkland. Acceptance of the open space shall be at the discretion of the governing body; or
 - b. A homeowners' association representing residents of the subdivision may own the open space. Membership in the association shall be mandatory and automatic for all homeowners within the subdivision and their successors. The homeowners' association shall have lien authority to ensure the collection of dues from all members.
 - c. Management Plan. The subdivider shall submit a plan for management of open space and common facilities that:
 - (1) Allocates responsibility and guidelines for the maintenance and operation of the open space and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements;
 - (2) Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the open space and outlines the means by which such funding will be obtained or provided;
 - (3) Provides that any changes to the management plan be approved by the planning department, or in the case of publicly owned open space, approved by the appropriate Governing Body; and
 - (4) Provides for enforcement of the Management Plan.
 - d. Maintenance.

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- (1) Open space dedicated to the public shall be maintained according to the management plan by a park maintenance district (PMD) to be established prior to final plat approval.
 - (2) Open space owned by a homeowners' association shall be maintained according to the management plan by the homeowners' association. In the event the party responsible for maintenance of the open space fails to maintain all or any portion in reasonable order and condition, the AGB may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to the association, or to the individual property owners that make up the association, and may include administrative costs and penalties. Such costs shall become a lien on all subdivision properties.

10. Legal Instrument for Permanent Protection of Open Space.

- a. Privately owned open space shall be protected in perpetuity by a binding legal instrument that is recorded with the deed. The instrument for permanent protection shall include clear restrictions on the use of the open space. These restrictions shall include all restrictions contained in this Section as well as any further restrictions the applicant chooses to place on the use of the open space.
- b. Tax Assessment of Open Space. Once a legal instrument for permanent protection has been placed upon the open space, the county board of assessment shall be directed to reassess the open space at a lower value to reflect its more limited use. If the open space is used purely for passive recreational purposes and the terms of the instrument for permanent protection effectively prohibit any type of significant economic activity, then the assessment shall be at a value of zero.

(Ord. No. O17-01, § 16.7.3.1, 3-7-2017)

16.07.040 Planned neighborhood development general requirements.

A planned neighborhood development (PND) project is intended to encourage the use of improved techniques for the development and arrangement of a mixture of land uses more than is available under conventional zoning regulations or land restrictions that separate land uses into distinct zones. It is further the intent of PNDs to allow for the integration of housing, business and community facilities, and to allow for the preservation of the natural environment through efficient utilization of open space.

- A. A PND may be applied to any mixed use subdivision of five or more lots. The subdivision shall be generally consistent with the adopted growth policy. The underlying zoning district(s), land use designations, building setbacks, and other limitations shall be used as a general guide. The subdivider is encouraged to design the PND to allow a mixture of land uses, densities, setbacks and building heights.
- B. The maximum size of any proposed lot within a PND is three hundred fifty thousand square feet.
- C. The minimum size for any area designated for common use by the residents or owners within the PND or by the public is one contiguous acre. The area may be designated for active or passive recreation, for conservation purposes, or for any other use in common by the residents and owners of the PND or by the public.
- D. PNDs are exempt from the review criteria in Chapter 16.03 of these regulations and parkland dedication requirements in so far as the PND meets or exceeds parkland dedication requirements of Chapter 16.10
- E. PNDs shall comply with all other requirements of these regulations and shall be considered a special review use for purposes of the city zoning ordinance.

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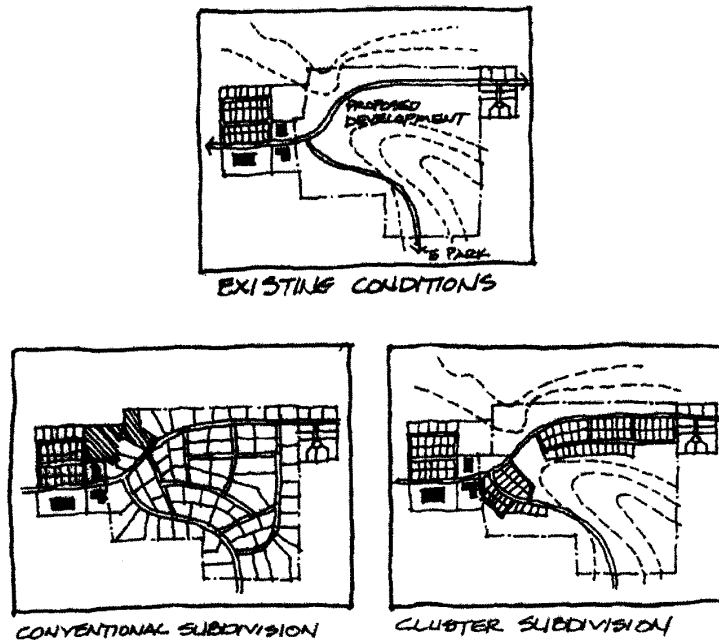
16.07.050 Design standards and applications for planned neighborhood developments.

- A. The PND shall follow the applicable review procedures as outlined in Chapter 16.03 of these regulations. If an environmental assessment is required as part of the preliminary plat application, a site analysis map must be prepared and shall follow the same requirements as for cluster developments.
- B. PNDs are allowed in any zoning district as a special review use done concurrently with the preliminary plat application. The PND shall provide opportunities for mixed land uses, including housing types and densities, recreation, and neighborhood services such as schools, community centers, fire or police stations, libraries, and places of employment.
- C. Master Plan: A master plan must be submitted showing the proposed design and land use areas of the development. The master plan should be of sufficient detail to determine build-out population, traffic circulation and control requirements, permitted uses or mix of uses within each area, building envelopes for each developed lot, recreation areas, and open space. If open space is provided it shall conform to the requirements of 16.07.031(G).

The master plan must also show development phasing and construction timing for each phase of the subdivision including any construction or improvements for public parks, trails, community centers, fire and police stations, schools, or other public facilities that will serve the PND. Each development phase must contain mixed uses and housing densities. Common elements such as playgrounds, parks, neighborhood service areas, and community centers must be included for development within each phase of the development.

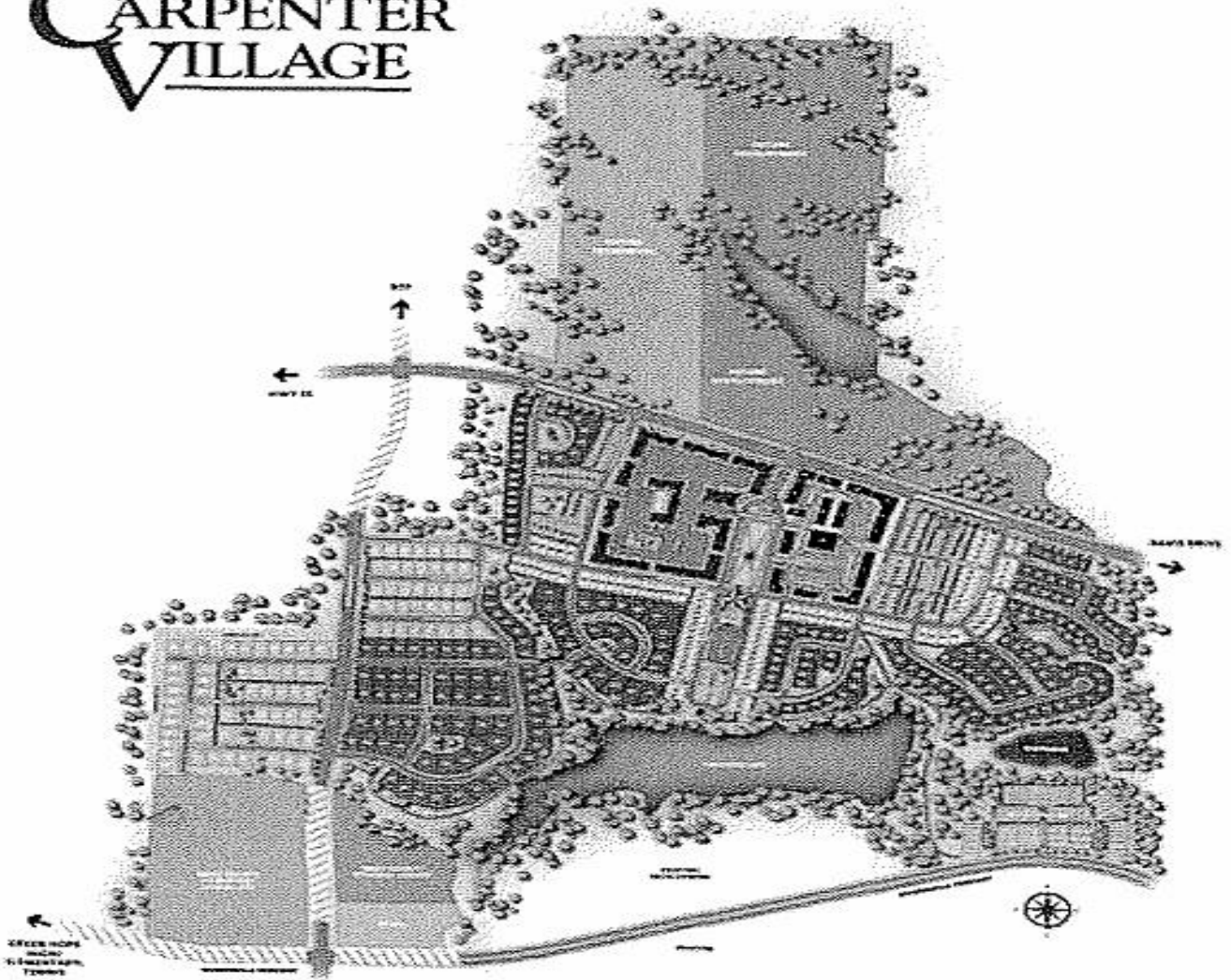
The PND must be consistent with the growth policy and other plans adopted by Laurel.

- D. Examples of Cluster Development Designs.



- E. Examples of Planned Neighborhood Developments Designs.

CARPENTER VILLAGE



(Ord. No. O17-01, § 16.7.5, 3-7-2017)

Chapter 16.08 CONDOMINIUMS AND TOWN HOMES

16.08.010 Condominium development.

- A. Exemptions. All condominium developments are subdivisions subject to the terms of these regulations except those exempted by MCA §76-3-203 as described below.
 - 1. The approval of the original division of land expressly contemplated the construction of the condominiums, and any applicable park dedication requirements in MCA §76-3-621 are complied with;
or

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2. The condominium proposal is in conformance with applicable local zoning regulations where local zoning regulations are in effect.
- B. Procedures. All condominium developments, which are not exempt from subdivision review are subject to the applicable procedures contained in Chapter 16.03, Subdivision Review Procedures or Chapter 16.06, Subdivisions for Rent or Lease. The applicable subdivision procedure will be based on:
1. Whether a division of land is to be created;
 2. The number of proposed units; and
 3. Whether the land is a first or subsequent minor subdivision.

(Ord. No. O17-01, § 16.8.1, 3-7-2017)

16.08.020 Town home development.

All town home developments are subject to the applicable procedures contained in Chapter 16.03 of these regulations and MCA §76-3-103(2). The applicable subdivision procedure will be based on:

- A. The number of proposed units; and
- B. Whether the land is a first or subsequent minor subdivision.

(Ord. No. O17-01, § 16.8.2, 3-7-2017)

16.08.030 Standards.

- A. Condominium and town home developments shall comply with those standards contained in Chapter 16.04, Development Requirements, and Chapter 16.10, Parks, Trails, and Open Space.
- B. All buildings and structures in a condominium or town home development shall be located at least twenty feet from the property line adjoining a public right-of-way or private access easement, and ten feet from all other perimeter property lines.
- C. Condominium developments shall comply with all applicable provisions of the Unit Ownership Act — Condominiums, Title 70, Chapter 23, Mont. Code Ann., as amended.

(Ord. No. O17-01, § 16.8.3, 3-7-2017)

Chapter 16.09 ENVIRONMENTAL ASSESSMENT.

16.09.010 Purpose.

The environmental assessment is a tool by which to evaluate a proposed subdivision's impact on the natural environment, adjacent properties, local services, and the community as a whole. From this evaluation the most appropriate course of action can be determined to mitigate any negative impacts created by the subdivision. The environmental assessment is required by MCA §76-3-603, unless otherwise exempted.

(Ord. No. O17-01, § 16.9.1, 3-7-2017)

16.09.020 General requirements.

- A. Major Subdivision. The subdivider shall provide an environmental assessment with the submittal of the preliminary plat containing the following information:
 - 1. A description of the surface and ground water, geology and soils, vegetation, and wildlife within the area of the proposed subdivision, as required by Section 16.09.030, Environmental Description Contents, of these regulations.
 - 2. A community impact report containing an analysis of anticipated impacts of the proposed subdivision on the community and local services as required by Section 16.09.040, Community Impact Report Contents, of these Regulations.
 - 3. A summary of probable impacts of the proposed subdivision based on the criteria described in MCA § 76-3-608 as required by Section 16.09.050, Summary of Probable Impacts, of these regulations.
 - 4. Additional relevant and reasonable information related to the applicable regulatory criteria per MCA § 76-3-501 as may be required by the AGB or designee.
- B. Subsequent Minor Subdivision. When a subsequent subdivision exceeds an aggregate of five lots from original tract of record an environmental assessment must accompany the preliminary plat and shall include only the summary of probable impacts of the proposed subdivision based on the criteria described in MCA § 76-3-608, as required by Section 16.09.050, Summary of Probable Impacts, of these regulations.
- C. Exemptions. The following subdivisions shall not be required to submit an environmental assessment:
 - 1. A first minor subdivision from a tract of record (MCA §76-3-609(3)).
 - 2. A subdivision qualifying for expedited review as described in Section 16.03.110 of these regulations.
 - 3. Other subdivisions that satisfy all of the following criteria (MCA § 76-3-608(7)):
 - a. The proposed subdivision is completely within an area adopted by the Growth Policy pursuant to MCA § 76-1-601, et seq.
 - b. The proposed subdivision is located within zoning pursuant to MCA § 76-2-201 through MCA § 76-2-328.
 - c. The proposed subdivision is located within an area where a long-range public works development program (i.e. Capital Improvements Plan) has been adopted.

(Ord. No. O17-01, § 16.9.2, 3-7-2017)

16.09.030 Environmental description contents.

- A. Surface Water.
 - 1. Locate on a plat overlay or sketch map all surface water and the delineated floodways that may affect or be affected by the proposed subdivision including natural water systems (streams, lakes, rivers, or marshes), artificial water systems (canals, ditches, aqueducts, reservoirs, irrigation or drainage systems), and land subject to flooding (see also Section 16.04.140 and Appendix O, Flood Hazard Evaluation).
 - 2. Describe all surface water that may affect or be affected by the proposed subdivision including name, approximate size, present use, and time of year that water is present.

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3. Describe the proximity of proposed construction (such as buildings, sewer systems, roads) to surface water.
 4. Describe any existing or proposed stream bank or shoreline alterations and/or any proposed construction or modification of lakebeds or stream channels. Provide information on the location, extent, type, and purpose of any proposed alteration.
 5. Please indicate which of the following water quality permits have been or will be applied for and describe the reasons why these permits are required.

PERMIT AGENCY

310 Permit Local Conservation District

SPA 124 Permit Department of Fish, Wildlife and Parks

Floodplain Permit County Floodplain Administrator

Section 404 Permit, Section 10 Permit U. S. Army Corps of Engineers

318 Authorization Department of Environmental Quality

Navigable Rivers Land Use License or Easement

Department of Natural Resources and Conservation

B. Ground Water.

1. Using available information, provide the estimated seasonal minimum and maximum depth to the water table, dates on which these depths were determined, and the location and depth of all known aquifers that may be affected by the proposed subdivision.
2. Provide a description of any steps necessary to avoid the degradation of groundwater and groundwater recharge areas.

C. Geology/Soils/Slopes.

1. Using available information locate on a plat or overlay any known geologic hazards affecting the proposed subdivision which could result in property damage or personal injury due to any of the following: rock falls or slides; land, mud or snow slides; high water table, unstable or expansive soil conditions, slopes greater than twenty-five percent.
2. Explain the measures that will be taken to prevent or materially lessen the danger of future property damage or injury due to existing geologic hazards.
3. Provide a statement describing any unusual soil, topographic or geologic conditions on the property, which may limit the capability for construction or excavation using ordinary and reasonable techniques. The statement should address conditions such as shallow bedrock, high water table, unstable or expansive soil conditions, and slope. Describe the location and amount of any cut or fill three or more feet in depth. Where cuts or fills are necessary, describe prevention of erosion and the promotion of re-vegetation, such as replacement of topsoil and grading.
4. Include soil reports obtained from the USDA, Natural Resource and Conservation Service (NRCS) containing the physical properties and engineering indexes for each soil type, the soil limitations for sanitary facilities, building site development, and water features for each soil type. Describe any special design methods planned to overcome the soil limitations.

D. Vegetation.

1. Indicate the distribution of the major vegetation types and identify critical plant communities as identified by the NRCS.

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2. Describe measures to preserve trees and critical plant communities (e.g., design and location of roads, lots and open spaces).
- E. Wildlife.
1. Describe species of fish and wildlife that inhabit the area affected by the proposed subdivision.
 2. Identify on an exhibit map any known critical or "key" wildlife areas, such as big game winter range, migration routes, waterfowl nesting areas, habitat for rare or endangered species, and wetlands.
 3. Submit the impacts of the proposed development on fish and wildlife as identified by the Montana Department of Fish, Wildlife, and Parks (MFWP). Provide a written statement outlining any recommendation of MFWP and any mitigation efforts to mitigate adverse impacts.

(Ord. No. O17-01, § 16.9.3, 3-7-2017)

16.09.040 Community impact report contents.

- A. Impact on agriculture and agricultural water user facilities.
1. Describe the number of acres in crop production and whether the property is in whole or in part a viable farm unit, e.g. was the property under production during the last regular season.
 2. Describe the uses of land within the vicinity of the proposed subdivision.
 3. Describe existing irrigation rights on the property and whether the rights will be transferred, retained by the original owner, or severed.
 4. Explain any modification or relocation of ditches or any easements to be provided with the subdivision. The subdivider shall notify the affected ditch company of the subdivision and shall obtain permission to reroute or alter the ditch in any way.
- B. Impact on local services and public health and safety.
1. Water Supply.
 - a. Describe how water will be provided for domestic use and fire protection.
 - b. Indicate the number of gallons per day of water the proposed subdivision will require and whether the water supply is sufficient to meet the needs of the anticipated population of the subdivision. Describe any anticipated effects on existing water systems or wells within the area.
 - c. Based on available information, specify whether the proposed water supply satisfies the standards set forth by MDEQ for quality, quantity and construction criteria.
 - d. If connection to an existing public, community, or shared water system is proposed, identify and describe the existing system and approximate distance to the connection from the proposed subdivision.
 - (1) Provide written evidence that permission to connect to that system has been obtained.
 - (2) Provide information regarding the capacity of the existing water system and its adequacy for serving the proposed subdivision.
 - e. If a new community or shared water system is proposed, identify who will install that system, and how the system will be maintained.
 - f. If individual water systems are proposed, describe the adequacy of supply of ground water for individual wells or cisterns and the method used to determine adequacy.

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2. Sewage Disposal.
 - a. Describe the proposed method of sewage disposal.
 - b. Indicate the number of gallons of effluent per day that will be generated by the proposed subdivision at full occupancy, whether the proposed method of sewage disposal is sufficient to meet the anticipated needs of the subdivision, and whether it meets the standards of MDEQ.
 - c. If connection to an existing public sewer system is proposed, provide a description of the system and the approximate distance from proposed subdivision.
 - (1) Provide written evidence from the appropriate sewer jurisdiction granting permission to connect to that system shall be submitted with the preliminary plat.
 - (2) Provide information regarding the installation, maintenance, and phasing of any proposed public sewage disposal system.
 - d. If a new community or shared sewer system is proposed, identify who will install that system, and how the system will be maintained.
 - e. If individual septic systems are proposed, describe the location and specifications of septic systems.
 3. Solid Waste Disposal.
 - a. Provide evidence that there is an existing solid waste collection and disposal system available that can accommodate the anticipated additional volume.
 - b. If no existing collection and disposal system is available, describe the proposed method of solid waste collection and disposal.
 - c. Describe how the proposed system satisfies the standards set forth by MDEQ.
 4. Storm water.
 - a. Provide calculations indicating how much storm water run-off will be generated as a result of the proposed development.
 - b. Provide a description of the proposed storm water collection and drainage systems that satisfy the standards set forth by Section 16.04.070.
 5. Roads.
 - a. Describe any proposed access roads or substantial improvements to existing public or private access roads.
 - b. If connections to any existing roads are proposed, identify all access permits that are necessary from the city, county or state.
 - c. Discuss whether any of the individual lots or tracts have access directly to arterial roads.
 - d. Explain any proposed closure or modification of existing roads.
 - e. Describe provisions considered for dust control on roads.
 - f. Explain how road maintenance will be provided to meet MDEQ guidelines for prevention of water pollution and erosion.
 - g. Indicate who will pay the cost of installing and maintaining the roads.
 - h. Discuss how much daily traffic will be generated on existing local and neighborhood roads and main arterials when the subdivision is fully developed.

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- i. Indicate the capacity of existing and proposed roads and if they are capable of safely handling the increased traffic resulting from the proposed subdivision. Describe any additional maintenance that will be necessary due to increased traffic and who will pay the cost of maintenance.
 - j. Indicate ownership of any private access to the subdivision, including private driveway easements.
6. Utilities.
 - a. Indicate which utility companies are proposed to serve the subdivision.
 - b. State the method of furnishing electric, natural gas or telephone service, where provided, the extent to which these utilities will be placed underground, and the estimated completion of each utility installation.
 - c. Indicate if there are any existing utility lines on the property such as transmission lines, pipelines, etc. and if so, describe the impacts they may have on the proposed subdivision.
 7. Emergency Services.
 - a. Describe the emergency services available to the subdivision including fire protection, police protection, ambulance, and medical services.
 - b. Provide an estimate of the number of responses generated by the subdivision, and the method of determining those numbers.
 - c. Describe roads to the subdivision and provide information on compaction standards and widths that satisfy the requirements set forth for emergency vehicle access.
 - d. In the event that the proposed subdivision is located within the Wildland Urban Interface (WUI), the subdivider shall submit a plan to mitigate fire hazard in accordance with the fire department having jurisdiction.
 - e. Describe any health or safety hazards on or near the subdivision, such as mining activity, high-pressure gas lines, dilapidated structures or high voltage power lines. These conditions should be accurately described and their origin and location identified and any proposed mitigation.
 8. Schools.
 - a. Describe the available educational facilities that would service this subdivision.
 - b. Provide an estimate of the number of school children that will be generated from the proposed subdivision and provide the basis for the estimate.
 - c. Provide information regarding whether increased enrollment can be accommodated by the present personnel, facilities and the existing school bus system. This should include any recommendations of the administrator(s) and plans to mitigate adverse impacts of the proposed development on the provision of educational services.
 9. Parks and Recreation Facilities.
 - a. Describe any park and recreation facilities to be provided within the proposed subdivision and other recreational facilities that may serve the subdivision.
 - b. State how the required parkland dedication is being satisfied.
- C. Land Use.
 1. Indicate compliance with zoning encompassing all or part of the proposed subdivision. If the proposed subdivision is located near the jurisdictional area of an incorporated city or town, state whether annexation is proposed.

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2. Describe how the subdivision will affect access to any public lands. Where public lands are adjacent to or near the proposed development, describe present and anticipated uses for those lands.
 3. Describe the effect of the subdivision on adjacent land uses.
 4. Describe any on-site or off-site land uses creating a nuisance, such as unpleasant odors, unusual noises, dust or smoke.
- D. Historical Features. Provide a letter from the State Historic Preservation Office (SHPO) indicating whether any historic features such as paleontological, archeological or cultural sites, structures, or objects are present on the subject property. If such features are present, provide a written statement outlining any recommendations of SHPO and any plans for inventory, study and/or preservation and mitigation for any adverse impacts.
- E. Visual Impact.
1. Describe any efforts to visually blend development activities with natural surroundings.
 2. If the subdivision is located near the Yellowstone River or the Rimrocks, describe any potential impacts to these natural amenities. Discuss any mitigation efforts to preserve the views.
 3. Provide information regarding revegetation after construction and any proposed landscaping to be provided along streetscapes.

(Ord. No. O17-01, § 16.9.4, 3-7-2017)

16.09.050 Summary of probable impacts.

- A. Describe the effects the proposed subdivision has on the following:
1. Agriculture;
 2. Agricultural water user facilities;
 3. Local services;
 4. The natural environment;
 5. Wildlife and wildlife habitat; and
 6. Public health and safety.

(Ord. No. O17-01, § 16.9.5, 3-7-2017)

Chapter 16.10 DEDICATION OF PARKS, TRAILS, AND OPEN SPACE

16.10.010 Park land dedication requirements (MCA §76-3-621).

- A. Except as provided in Sections 16.10.070 and 16.10.080 herein, a subdivider shall dedicate to the city a cash or land donation equal to:
1. Eleven percent of the area of the net land proposed to be subdivided into parcels of one-half acre or smaller;
 2. Seven and one-half percent of the area of the net land proposed to be subdivided into parcels larger than one-half acre and not larger than one acre;

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3. Five percent of the area of the net land proposed to be subdivided into parcels larger than one acre and not larger than three acres; and
 4. Two and one-half percent of the area of the net land proposed to be subdivided into parcels larger than three acres and not larger than five acres.
- B. Park dedication requirements for subdivisions that provide for multi-family and condominium developments, and that provide permanent, multiple spaces for recreational camping vehicles or manufactured homes are as follows:
1. Eleven percent of the area of the net land proposed to be developed at a density of one dwelling unit per half acre or less;
 2. Seven and one-half percent of the area of the net land proposed to be developed at a density of between one dwelling unit per half acre and one dwelling unit per one acre;
 3. Five percent of the area of the net land proposed to be developed at a density of between one dwelling unit per one acre and one dwelling unit per three acres; and
 4. Two and one-half percent of the area of the net land proposed to be developed at a density of between one dwelling unit per three acres and one dwelling unit per five acres.
- C. The governing body, in consultation with the subdivider and the planning board, may determine suitable locations for parks and playgrounds and, provided that consideration is given to the preference of the subdivider, may determine whether the park dedication must be a land donation, cash donation, or a combination of both. The combination could include some land dedication to meet the requirement with the cash-in-lieu balance going toward park improvements on the land dedicated. In determining whether land or cash is suitable, proximity to existing parks, including schools and other public or private recreational facilities shall be considered.
- D. A park maintenance district shall be formed or expanded with any new parkland dedication.
- E. The governing body, in consultation with the subdivider, the planning board, provided that consideration is given to the preference of the subdivider, may determine suitable locations for parks and playgrounds. In general parkland should not consist of wet lands, steep slopes, stormwater retention ponds. It should be noted stormwater ponds may be located in parkland, but it cannot contribute to the over all aggregate acreage requirement.

(Ord. No. O17-01, § 16.10.1, 3-7-2017)

16.10.020 School land dedication in lieu of park land dedication (MCA §76-3-621(8)).

Subject to the approval of the governing body and acceptance by the Laurel School Board of Trustees, a subdivider may dedicate land as required by herein to the school district.

(Ord. No. O17-01, § 16.10.2, 3-7-2017)

16.10.030 Linear park land dedication for trail corridors.

To be consistent with Laurel's Bike/Ped Plan Heritage Trail Plan, City and County Growth Management Plan, and the Yellowstone River Greenway Master Plan linear parks for trails may be counted toward the required parkland dedication.

(Ord. No. O17-01, § 16.10.3, 3-7-2017)

16.10.040 Storm water detention/retention ponds in parks.

Storm water detention or retention ponds may be located within public park land, but such areas shall not count toward the park land dedication requirement unless they are designed and constructed to serve as an amenity to the park and fit into the planned uses and improvements to the park. An example of a storm water detention area that is an amenity to a park could be several ponds with water features connecting them designed to have a trail around them with picnic shelters.

(Ord. No. O17-01, § 16.10.4, 3-7-2017)

16.10.050 Determining cash contribution for park land.

Upon submittal of a final plat application, the subdivider shall provide one of the following to verify the fair market value of the land being subdivided that supports the cash contribution for park land the subdivider is providing:

- A. A comparative market analysis performed by a licensed realtor that meets the following criteria:
 - 1. It provides the per acre sale price of at least three comparable parcels of land;
 - 2. The comparable sales must have occurred within one year of the date of the subdivision final plat application submittal; and
 - 3. The comparable sales must be within two miles of the subdivision.
- B. A raw land appraisal by a licensed appraiser.
- C. The sale price of the property being subdivided if it was purchased within one year of the date of the subdivision final plat application submittal.

(Ord. No. O17-01, § 16.10.5, 3-7-2017)

16.10.060 Use of dedicated money or land for parks (MCA §76-3-621(5)).

The appropriate governing body shall use the dedicated money or land for development, acquisition, or maintenance of parks to serve the subdivision and community as follows:

- A. The governing body may use the dedicated money to acquire, develop, or maintain, within its jurisdiction, parks, or recreational areas, or use the money for the purchase of public open space or conservation easements only if:
 - 1. The park, recreational area, open space, or conservation easement is within a reasonably close proximity to the proposed subdivision within the city;
 - 2. the council has formally adopted a park plan that establishes the needs and procedures for use of the money; or
 - 3. Complies with the adopted comprehensive parks plan for the city.
- B. The governing body may not use more than twenty-five percent of the dedicated money for park maintenance.

(Ord. No. O17-01, § 16.10.060, 3-7-2017)

16.10.070 When park land dedication may not be required (MCA §76-3-621(3)).

The following subdivisions may not require parkland dedication:

- A. Land proposed for subdivision into parcels larger than five acres;
- B. Subdivision for parcels that are all nonresidential;
- C. A subdivision in which parcels are not created, except when that subdivision provides permanent multiple spaces for recreational camping vehicles or mobile homes; or
- D. A first minor subdivision from a tract of record as described in MCA § 76-3-609(2).

(Ord. No. O17-01, § 16.10.7, 3-7-2017)

16.10.080 Waiving park land dedication requirement (MCA §76-3-621(6)).

The governing body shall waive the park dedication requirement if:

- A. The subdivision provides for a planned unit development or other development with land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development; and the area of the land and any improvements set aside for park and recreational purposes equals or exceeds the area of the dedication required under these regulations.
- B. The subdivision provides long-term protection of critical wildlife habitat; cultural, historical, or natural resources; agricultural interests; or aesthetic values; and the area of the land proposed to be subdivided, by virtue of providing long-term protection is reduced by an amount equal to or exceeding the area of the dedication required under Section 16.10.010 of these regulations.
- C. The area of the land proposed to be subdivided, by virtue of a combination of the provisions of Sections 16.10.080(A) and (B) is reduced by an amount equal to or exceeding the area of the dedication required under Section 16.10.010
- D. The subdivider dedicates land outside of the subdivision to be set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the subdivision; and the area of the land equals or exceeds the area of the dedication required under Section 16.10.010.

(Ord. No. O17-01, § 16.10.8, 3-7-2017)

Chapter 16.11 ADMINISTRATIVE PROVISIONS.

16.11.010 Variances.

The AGB may grant reasonable variances from only the design and improvement standards of these regulations when strict compliance would result in undue hardship and the result would not negatively affect public health and safety. The granting of a variance shall not have the effect of nullifying the intent and purpose of these regulations. The AGB may not approve a variance that would permit structures within the one hundred-year floodplain, as defined in MCA § 76-5-101.

The planning board shall conduct a public hearing on any variance requested for all subdivisions prior to taking action on the preliminary plat application.

- A. Requesting a Variance. The subdivider shall include with the submission of the preliminary plat a written statement describing the facts of hardship upon which the request for the variance is based.

Each requested variance shall be deemed a separate application, for which a fee shall be required, to be processed concurrently with the preliminary plat. Information addressing each of the following findings shall accompany the application to be approved by the AGB. The latter shall not approve variances unless the subdivider has demonstrated that the request satisfies the following findings:

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;
 2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;
 3. The variance will not result in an increase in taxpayer burden;
 4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or growth policy; and
 5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.
- B. In granting variances, the AGB may require conditions of approval that will, in their judgment, secure the objectives of these regulations.
- C. When any such variance is granted, the motion of approval of the proposed subdivision shall contain a statement describing the variance and the facts and conditions upon which the issuance of the variance is based.
- D. An application for a variance is not necessary where planned neighborhood developments are proposed, as modifications to the standards and requirements of these Regulations may be approved by the AGB.

(Ord. No. O17-01, § 16.11.1, 3-7-2017)

16.11.020 Amendments to subdivision regulations.

- A. These regulations may be amended by both governing bodies by their own motion or upon recommendation of the planning board.
- B. Prior to amending these regulations the governing bodies shall conduct a public hearing and public notice shall be given of the intent to amend these regulations and of the public hearing by publication of the time and place of the hearing in a newspaper of general circulation in the city not less than fifteen days prior to the date of the hearing.

(Ord. No. O17-01, § 16.11.2, 3-7-2017)

16.11.030 Corrections or vacations of recorded final plats and supporting documents.

- A. Corrections to recorded final plats shall be processed as exempt plats pursuant to the requirements set forth in Appendix B, provided that there is evidence of at least one of the following:
1. There is a discrepancy in the map;
 2. Material evidence is provided that does not appear on any map filed by the Yellowstone County Clerk and Recorder;
 3. There is evidence that suggests alternate locations of lines or points; or

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4. The recorded plat does not positively show the location, size of lots or blocks, or the location or width of any street or alley.
- B. Corrections to a recorded subdivision improvements agreement (SIA) or other supporting document of the final plat to which the AGB is party, may be submitted provided that they do not significantly alter the original approval. Requests to alter a recorded SIA or supporting document shall follow these procedures:
1. A written request to amend the recorded document shall be submitted to the planning department.
 2. The request will be circulated for review by the agencies affected by the proposed amendment. The planning department will, in consultation with the affected agencies, submit a recommendation to the AGB.
 3. A public hearing may be required based on the information received by the reviewing agencies. Notice of the public hearing shall be given in accordance with these regulations.
 4. The AGB may approve the request if it does not significantly alter the original approval and does not conflict with the review criteria set forth in these regulations.
- C. Any plat prepared and recorded in accordance with these regulations may be vacated, either in whole or in part.
1. If the vacation affects five or fewer lots it shall be processed as an exempt plat pursuant to the requirements set forth in Appendix B.
 2. If the vacation affects six or more lots it shall be reviewed as an amended plat pursuant to Section 16.11.040 of these regulations.
 3. If the vacation includes public rights-of-way, the applicant must first obtain approval for the right-of-way vacation from the governing body in accordance with the applicable procedures. Title to the streets and alleys of the vacated portions may revert to one or more of the owners of the properties within the platted area adjacent to the vacated portions, as determined by the AGB or designee.
 4. When any utility lines or any other public or private facility are located in a vacated street or alley, at the time of the reversion of the title to the vacated street or alley, the owner of the public or private utility facility shall be granted an easement over the vacated land to continue the operation and maintenance of the public or private utility facility.

(Ord. No. O17-01, § 16.11.3, 3-7-2017)

16.11.040 Corrections or adjustments to plats, conditions and supporting documents after preliminary plat approval.

- A. Minor adjustments may be approved by the planner, in consultation with the appropriate agencies, prior to the filing of the final plat. Minor adjustments are those changes, which, in the opinion of the planner, do not affect the basic character of lots or blocks, do not affect the open space requirement, and do not affect the original street design. Minor adjustments shall not change existing conditions of approval or require additional conditions. Minor adjustments may require that a new plat be drawn; however they do not require that the plat be resubmitted for preliminary plat review.
- B. Major adjustments are those, which, in the opinion of the planner, substantially alter the basic design, or alter open space requirements of the subdivision. Changes to conditions of approval placed on the preliminary plat shall be considered major adjustments unless otherwise determined using the criteria in Section 16.11.040(C), below. Any changes, which constitute a major adjustment, shall require that a new plat be drawn and the plat be re-submitted for preliminary plat review.

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- C. Requested Amendments to Conditions. Upon written request of the subdivider, the AGB may amend conditions of preliminary plat approval where it can be found that errors or changes beyond the control of the subdivider have rendered a condition unnecessary, impossible or illegal. Requests to amend a condition of approval shall follow these procedures:
1. The request to amend the condition shall be submitted in writing to the planning department.
 2. The request will be circulated for review by the agencies affected by the proposed amendment. The planning department will, in consultation with the affected agencies, submit a recommendation to the AGB.
 3. A public hearing may be required based on the information received by the reviewing agencies. Notice of the public hearing shall be given in accordance with these regulations.
 4. The AGB may approve the request if it can be found that the original condition is unnecessary, impossible or illegal and does not conflict with the review criteria set forth in these regulations.
- D. Once the preliminary plat is approved, unless inaccurate or incomplete information has been found or a change to a condition has been requested, the AGB may not impose any additional conditions as a prerequisite to final plat approval, providing that approval is obtained within the original or extended approval period as provided in these regulations.

(Ord. No. O17-01, § 16.11.4, 3-7-2017)

16.11.050 Appeals.

- A. A person who has filed with the AGB an application for a subdivision under these regulations may bring an action in district court to sue the AGB to recover actual damages caused by a final action, decision, or order of the AGB or these Regulations that is arbitrary or capricious.
- B. A party who is aggrieved by a decision of the AGB to approve, conditionally approve, or disapprove a proposed preliminary plat or final subdivision plat may, within thirty days after the decision, appeal to the district court. The petition must specify the grounds upon which the appeal is made.
- C. The following parties may appeal under the provisions of Section 16.11.050(B):
1. The subdivider;
 2. A landowner with a property boundary contiguous to the proposed subdivision or a landowner with property within the city/county where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value; or
 3. The Yellowstone County Board of County Commissioners.
- D. For the purposes of this section, "aggrieved" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision.

(Ord. No. O17-01, § 16.11.5, 3-7-2017)

16.11.060 Schedule of fees.

The required fee shall accompany the preliminary plat, final plat, exempt surveys, and any proposed variances. A schedule of fees for plats shall be established by the city council by resolution.

(Ord. No. O17-01, § 16.11.6, 3-7-2017)

16.11.070 Penalty for violation.

A. Except as provided in MCA § 76-3-303, every final subdivision plat shall be filed with the county clerk and recorder before title to the subdivided land can be sold or transferred in any manner. If illegal transfers are completed, an attorney for the city shall commence action to enjoin further sales or transfers and compel compliance with the provisions of the Montana Subdivision and Platting Act (MCA §76-3-101 et seq.) and these regulations. The cost of such action shall be imposed against the person transferring the property.

Each sale, lease or transfer, or offer of sale, lease, or transfer of each separate parcel of land in violation of any provision of the Montana Subdivision and Platting Act or these Regulations shall be deemed a separate and distinct offense.

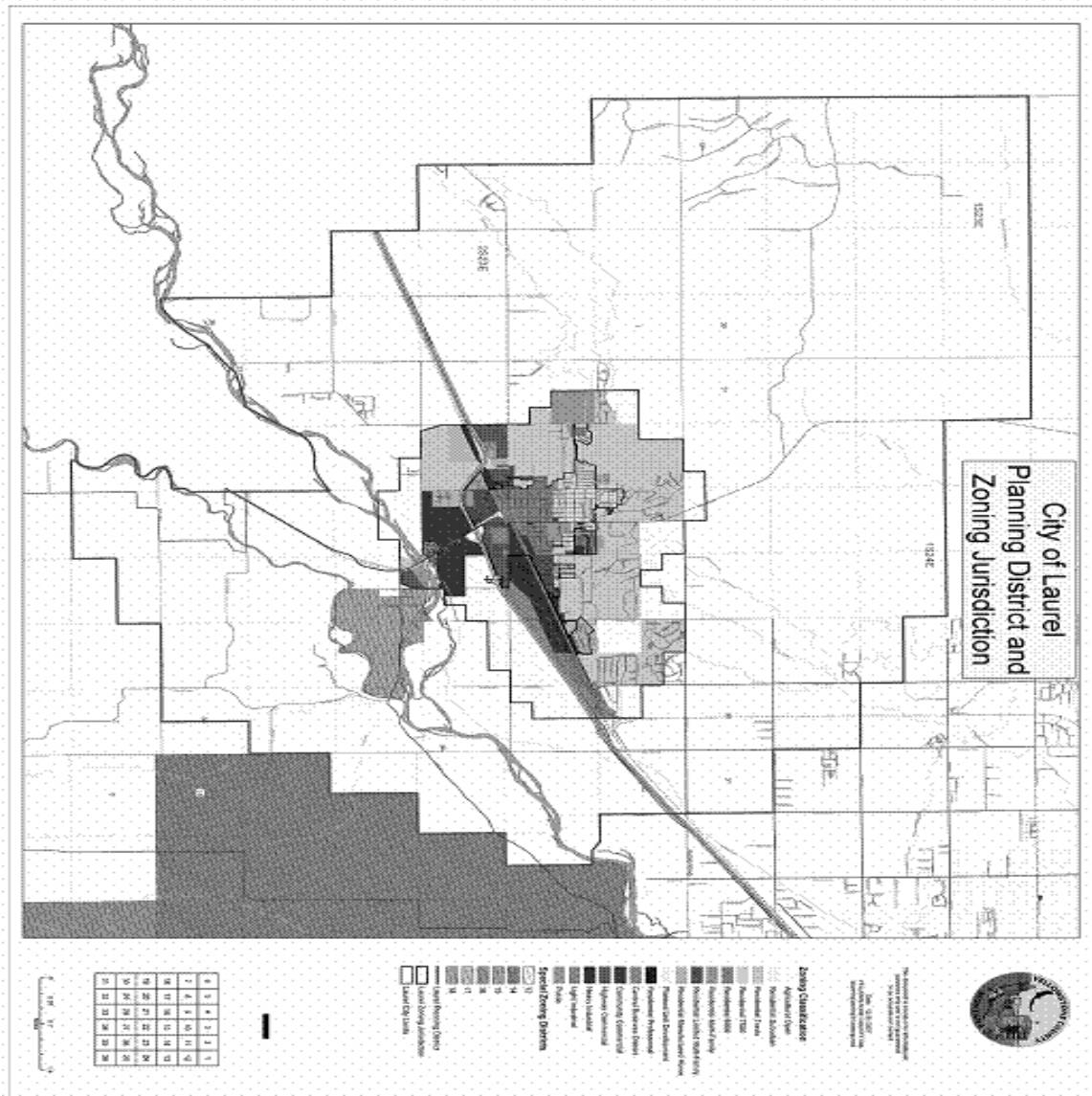
B. Any person who violates any of the provisions of the Montana Subdivision and Platting Act (MCA § 76-3-101 et seq.) or these regulations is guilty of a misdemeanor and punishable by a fine of not less than one hundred dollars nor more than five hundred dollars or by imprisonment in jail for not more than three months or by both fine and imprisonment.

(Ord. No. O17-01, § 16.11.6, 3-7-2017)

APPENDIX A

Jurisdictional Area Map

Title 16 - SUBDIVISIONS
APPENDIX A



(Ord. 07-01 (part), 2007)

APPENDIX B

Evasion Criteria

The State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval unless the development is an attempt to evade the Montana Subdivision and Platting Act (MSPA), MCA §76-3-101, et seq. The following procedures, criteria, and requirements shall be used to review an exemption from subdivision review and to determine whether the division of land is for the purpose of evading the MSPA.

A. Procedures and General Requirements.

Title 16 - SUBDIVISIONS
APPENDIX B

1. Any person seeking exemption from MSPA shall submit to the Planner (1) a certificate of survey, exempt amended plat, or where a survey is not required an instrument of conveyance, and (2) evidence of, and a notarized statement affirming, entitlement to the claimed exemption signed by the landowner.
2. When a certificate of survey, exempt amended plat, or instrument of conveyance is submitted to the Planner, the latter shall examine the proposed land division to determine whether it complies with the requirements of this Appendix, the MSPA, and the Montana Sanitation in Subdivisions Act (MCA §76-4-101, et seq.).
3. If the Planner finds that the proposed use of the exemption complies with the statutes and these criteria, the Planner shall recommend to the Clerk and Recorder the document be filed. If the Planner finds that the proposed use of the exemption is not in compliance, the Planner shall return the materials to the landowner with an explanation as to why the recordation was declined.
4. Any person whose proposed use of an exemption has been denied by the designated agents may appeal the agents' decision to the AGB.
5. Exempt divisions of land that would result in a pattern of development equivalent to a subdivision shall be presumed to be adopted for purposes of evading the Act. A "pattern of development" occurs whenever three or more parcels of less than 160 acres each with common covenants or facilities pertaining to each parcel have been divided from the original tract.
6. If the use of an exemption is determined to be an evasion of MSPA, the landowner may submit a subdivision application for the proposed land division.

B. Exemption as a Gift or Sale to a Member of the Immediate Family (MCA §76-3-207(1)(b)).

1. Statement of Intent: The intention of this exemption is to allow a landowner to convey one parcel to each member of the immediate family without local subdivision review. A single parcel may be conveyed to each member of the immediate family under this exemption in each county where the landowner owns property.
2. "Immediate family" is defined as the spouse, children by blood or adoption, or parents of the grantor (MCA §76-3-103(7)).
3. Any certificate of survey filed that would use this exemption to create a parcel for conveyance to a family member must clearly identify the name of the grantee, the grantee's relationship to the landowner, and the parcel to be conveyed under this exemption, and be accompanied by, or contain, the landowner's written certification of compliance. The certificate of survey or other instrument must also cite the exemption claimed and include language similar to that provided in Section H of this Appendix. Also, the certificate of survey or instrument of conveyance shall be accompanied by a deed or other conveying document.
4. One conveyance of a parcel to each member of the landowner's immediate family is eligible for exemption from subdivision review. However, the use of the exemption may not result in more than one remaining parcel of less than 160 acres.
5. Any proposed use of the family conveyance exemption to divide a tract that was previously created through use of an exemption shall be presumed to be an evasion of the Act if it creates a pattern of development consistent with an overall plan with characteristics such as common roads, utility easements, restrictive covenants, open space, or common marketing. This presumption will not be rebutted by previous ownership of the tracts, and pertains to remaining tracts of less than 160 acres as well as to those tracts that were previously created through the use of one or more of the exemptions.

6. The use of the family conveyance exemption to divide tracts that were created as part of an overall development plan with characteristics such as common roads, utility easements, restrictive covenants, open space or a common marketing or promotional plan shall be presumed that the use of the exemption is an evasion the Act.

C. Exemption to Provide Security for a Construction Mortgage, Lien, or Trust Indenture (MCA §76-3-201(1)(b)).

1. Statement of Intent: Under policies of many lending institutions and federal home loan guaranty programs, a landowner who is buying a tract with financing or through a contract for deed is required to hold title to the specific site on which the residence will be built. The intended purpose of this exemption is to allow a landowner who is buying a tract using financing or a contract for deed to segregate a smaller parcel from the tract for security for financing construction of a home on the property.
2. When claiming this exemption, the landowner shall submit the following documents to the City-County Planning Department:
 - a. A signed statement from both the landowner and the lending institution that the creation of the exempted parcel is necessary for the owner to secure construction financing through a construction mortgage, lien or trust indenture on the exempted parcel.
 - b. Any certificate of survey that uses this exemption must bear the acknowledged certificate of the property owner stating that the division of land in question is exempted from review as a subdivision, cite the exemption claimed, and include the language provided in Section H of this Chapter.
3. The use of this exemption is presumed to have been adopted for the purpose of evading MSPA if:
 - a. It will create a site for more than one dwelling unit;
 - b. The loan is for someone other than the owner of record or the recorded contract purchaser of the parcel to be divided.
 - c. It will create a pattern of development, which is equivalent to a subdivision with characteristics such as common roads, sewer, water, utility easements, restrictive covenants, open space or a common marketing or promotional plan.

D. Exemption for Agricultural Purposes (MCA §76-3-207(1)(c)).

1. Statement of Intent: The intention of this exemption is to allow a landowner to create a parcel without local review where the parcel will be used only for production of livestock or agricultural crops and where no residential, commercial, or industrial buildings will be built.
2. "Agricultural Purpose," for purposes of these evasion criteria, means the use of land for raising crops or livestock, or for the preservation of open space, and specifically excludes residential structures and facilities for commercially processing agricultural products. Agricultural lands are exempt from review by the Montana Department of Environmental Quality (MDEQ), provided the applicable exemption is properly invoked by the property owner.
3. The following conditions must be met or the use of the exemption will be presumed to have been adopted for the purposes of evading MSPA:
 - a. The parties to the transaction by gift, sale, or agreement, must enter into a covenant running with the land and revocable only by mutual consent of the governing body and the property owner that the divided land will be used exclusively for agricultural purposes or open space. The

covenant must be signed by the property owner, the buyer or lessee and the governing body. An example of a covenant is provided in Section H of this Chapter.

- b. The landowner must demonstrate that the planned use of the exempted parcel is for agricultural purposes and that no residential, commercial or industrial buildings will be built (e.g., a statement signed by the buyer).
- c. Any change in use of the land for anything other than agricultural purposes subjects the parcel to full review as a subdivision.
- d. Residential, commercial and industrial structures, including facilities for commercial processing of agricultural products are excluded uses on parcels created under this exemption unless the covenant is revoked and the land division is reviewed under Title 76, Chapter 3, Mont. Code Ann.
- e. A certificate of survey that uses this exemption must bear the acknowledged certificate of the property owner stating that the division of land in question is exempted from review as a subdivision, cite the exemption claimed, and include language similar to that provided in Section H of this Appendix.

E. Relocation of Common Boundary (MCA §76-3-207(1)(a)(d) and (e)).

1. Statement of Intent: The intended purpose of this exemption is to allow a change in the location of a boundary line between two parcels and to allow a one-time transfer of a tract to effect that change in location without subdivision review.
2. If the relocation of a common boundary would result in the permanent creation of an additional parcel of land, the division of land must be reviewed as a subdivision. If a temporary tract is created, language shall be added to indicate that the temporary tract is merged forever with the adjacent tract.
3. Within a platted subdivision, a division of lots that redesigns or rearranges six or more lots must be reviewed and approved by the AGB and an amended plat and must be filed with the County Clerk and Recorder in accordance with Section 16.12.020 of these Regulations.
4. Certificates of survey or amended plats claiming this exemption must be clearly distinguished between the existing boundary location and the new boundary. This shall be accomplished by representing the existing boundary with a dashed line and the new boundary with a solid line. The appropriate certification must be included on the certificate of survey as provided in Section H of this Appendix.

F. Remainder Parcels.

Statement of Intent: Any part of an original tract of record, less than 160 acres that is left following the segregation of other parcels from the tract for the purpose of transfer shall be reviewed as part of the subdivision.

G. Certification.

1. **Exemption Certificates.** The following represents examples of certificates to be used on certificates of surveys for the following types of exemptions: relocation of common boundaries, land gift or sale to family member, agricultural exemption, and security for constructions.

CERTIFICATE OF EXEMPTION

(FAMILY GIFT OR SALE)

I (We) certify that the purpose of this survey is to create Tract # ____ for transfer of ownership as a family gift or sale and that no prior family sale has been conveyed to (name), our (my) (relationship) _____ and that this exemption complies with all conditions imposed on its use. Therefore this survey is exempt from review as a subdivision pursuant to Section MCA §76-3-207(1)(b).

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APPENDIX B

DATED THIS _____ day of _____, 200__.

(Signature)

Property Owner(s)

**CERTIFICATE OF EXEMPTION
(RELOCATION OF COMMON BOUNDARY)**

I (We) certify that the purpose of this survey is to relocate common boundaries between adjoining properties existing outside of a platted subdivision. Therefore this survey is exempt from review as subdivision pursuant to Section MCA §76-3-207(1)(a)(d) or (e).

DATED THIS _____ day of _____, 200__.

(Signature)

Property Owner(s)

**CERTIFICATE OF EXEMPTION
(FOR AGRICULTURAL PURPOSES)**

I (We) certify that the purpose of this survey is to create Tract # _____, as shown on this certificate of survey, for gift or sale, which is to be used for agricultural purposes only, and that this exemption complies with all conditions imposed on its use. Therefore, this survey is exempt from review as a subdivision pursuant to Section MCA § 76-3-207(1)(c). I also hereby enter a covenant, to run with the land, that Tract _____ as shown hereon, will be used exclusively for agricultural purposes only. No building or structure requiring water or sewer facilities shall be utilized on Tract _____. This covenant is revocable only by the mutual consent of the governing body and the property owner.

DATED THIS _____ day of _____, 200__.

(Signature)

Property Owner(s)

**CERTIFICATE OF EXEMPTION
(SECURITY FOR CONSTRUCTION)**

I certify that the purpose of this survey is to create a parcel of land to provide security for construction or loan purposes and that this exemption complies with all conditions imposed on its use. Therefore, this survey is exempt from review as a subdivision pursuant to Section MCA §76-3-201(1)(b) and from review by the Montana Department of Environmental Quality (16.16.605(1)(b)).

DATED THIS _____ day of _____, 200__.

(Signature)

Property Owner(s)

(Ord. 07-01 (part), 2007)

APPENDIX C

Pre-Application Meeting Form*

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APPENDIX C

Application Date:

Name of Owner: _____ Phone:

Address:

Name of subdivision (if known):

Surveyor/Engineer: Phone:

Address:

Parcel Description

Legal Description:

General Location:

Parcel Size:

Number of Lots:

Existing Zoning:

Proposed Zoning:

Existing and Proposed Use:

* This application shall be accompanied by 6 conceptual drawings at least one (1) week in advance of the pre-application meeting.

City of Laurel Received stamp:

PO Box 10 (City)

Laurel, Mt. 59044

406-628-4796

(Ord. 07-01 (part), 2007)

APPENDIX D

Preliminary Plat Requirements

The following information is required for all preliminary plat submittals:

Submittal Copies:

___ 24"x36" plat and supplements (number of copies specified by staff)

___ 11"x17" plat and supplements (number of copies specified by staff)

 1 Electronic copy of plat (in AutoCad® or ArcInfo® format) and supplements (a high quality scanned copy in .jpg or .pdf may suffice if other formats are unavailable)

 1 Electronic copy of plat (in .jpg or .pdf format)

Plat Contents:

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1. Subdivision name that does not duplicate an existing subdivision name
2. Legal description including quarter section, Township and Range
3. Owner, subdivider (if different from owner), engineer and surveyor
4. Date plat was prepared
5. North arrow and scale bar
6. Vicinity map of sufficient detail to locate the subdivision
7. Names and addresses of adjoining property owners
8. Names of adjoining subdivisions and certificates of survey
9. Location of all existing physical features on land adjacent to and within subdivision, including but not limited to:
 - Structures
 - Utilities
 - Irrigation facilities
 - Rock outcrops
 - Areas of 25% slope or greater
10. Locations and dimensions of:
 - Proposed streets and street names that do not duplicate existing street names
 - Sidewalks and/or pathways, trails
 - Alleys, internal private streets, driveways
 - Easements
 - Parkland
 - Street centerline curve radii
11. Proposed layout of:
 - Water distribution system
 - Sanitary sewer system
 - Storm drainage facilities
 - Location of nearest available utilities
12. Lot lines, lot numbers, lot areas and block numbers
13. Site data including:
 - Number of lots
 - Maximum lot area
 - Minimum lot area
 - Area of parkland
 - Linear feet of streets

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APPENDIX D

- Net and gross acreage of land to be subdivided
 - Existing and proposed zoning
 - Existing and proposed land use
14. Tentative finished grades of each street indicated by spot elevations
 15. Location of streams, lakes, wetlands, floodplain boundaries, and land subject to flooding
 16. In case of a subsequent subdivision, the subdivision superimposed on a copy of the existing plat
 17. All plats shall be neatly drawn in a professional manner
 18. All plats to be filed as an Addition to the City shall be noted in title
 19. Contour lines of not more than five foot intervals; where lots are proposed on slopes 10% or less, contours must be shown at two-foot intervals
 20. Approximate location of all sections lines and corners pertinent to the proposed subdivision.
- (Ord. 07-01 (part), 2007)

APPENDIX E

Preliminary Plat Application

Subdivision Name:

Date of Preapplication Meeting:

Type: Major _____ First Minor _____ Subsequent Minor _____

Tax Code:

Location:

Legal Description:

¼ Section: _____, **Township:** _____, **Range:** _____

General Location:

Subdivider Information:

Name (Include a list of officers if corporation):

Address:

Telephone: _____ E-mail:

Owner Information:

Name:

Address:

Telephone: _____ Email:

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APPENDIX E

Plat Data:

Gross Area:

Net Area:

Number of Lots:

Maximum Lot Size:

Minimum Lot Size:

Linear Feet of Streets:

Existing Zoning:

Surrounding Zoning:

North:

South:

East:

West:

Existing Land Use:

Proposed Land Use:

Parkland Requirement:

Land: _____ Acres: _____

Cash: _____ Cash: \$ _____

Variances Requested (list and attach Variance Request):

- 1.
- 2.
- 3.

Service Providers for Proposed Subdivision

Gas:

Electric:

Telephone:

School (Elementary, Middle, High):

Irrigation District:

Cable Television:

List of Materials Submitted with Application

- 1.
- 2.
- 3.

- 4.
- 5.
- 6.

Agent Information

Name:

Address:

Telephone:

I declare that I am the owner of record of the above-described property, and have examined all statements and information contained herein, and all attached exhibits, and to the best of my knowledge and belief, is true and correct.

Owner of Record Date

Owner Under Contract Date

The submission of a preliminary plat application constitutes a grant of permission by the subdivider to enter the subject property.

(Ord. 07-01 (part), 2007)

APPENDIX F

Required Supporting Documents for Major Preliminary Plat Applications

1. Names and addresses of immediately adjoining property owners typed or neatly printed on address labels.
2. Draft Subdivision Improvements Agreement (Appendix L).
3. Environmental Assessment or Summary of Probable Impacts, when applicable (Article 23-900).
4. Traffic Accessibility Study (TAS) when applicable, containing the following information:
 - a. Trip generation, using the Institute of Transportation Engineers Trip Generation Manual;
 - b. Trip distribution;
 - c. Traffic assignment;
 - d. Capacity analysis;
 - e. Evaluation; and
 - f. Recommended access plan, including access points, modifications, and any mitigation techniques.
 - g. Land use and trip generation in the form of a table of each type of land use, the number of units or square footage, as appropriate, the trip rates used (daily and peak) and resulting trip generation.
 - h. Traffic graphics, which show:
 - AM peak hour site traffic;

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APPENDIX F

- PM peak hour site traffic;
 - AM peak hour total traffic;
 - PM peak hour total traffic;
 - Total daily traffic (with site generated traffic shown separately).
- i. AM and PM capacity analysis with an AM and PM peak hour capacity analysis provided for:
- All major drive accesses that intersect collector or arterial streets or roads; and
 - All arterial-arterial, collector-collector and arterial-collector intersections within one mile of the site, or as required by the Director of Public Service during the pre-application review.
- j. Capacity. Indicate the levels of service (before and after development) of existing and proposed streets and roads, including appropriate intersections, to safely handle any increased traffic. Describe any anticipated increased maintenance that will be necessary due to increased traffic and who will pay the cost of maintenance.
- k. Bicycle and Pedestrian Pathways, Lanes and Routes. Describe bicycle and pedestrian pathways, lanes or routes to be developed with the development.
- l. Traffic Calming. Detailed drawings of any proposed traffic calming installations, including locations and turning radius templates.
5. Preliminary water and sanitation information, including:
- a. A site plan or exhibit that shows:
- The location, within 100 feet outside of the exterior property line of subdivision and on the proposed lots, of:
 - Floodplains
 - Surface water features
 - Springs
 - Irrigation ditches
 - Existing, previously approved, and, for parcels less than 20 acres, proposed water wells and wastewater treatment systems;
 - For parcels less than 20 acres, mixing zones identified, and
 - The representative drain field site used for the soil profile description, and
 - The location, within 500 feet outside of the exterior property line of the subdivision, of public water and sewer facilities.
- b. A description of the proposed subdivision's water supply systems, storm water systems, solid waste disposal systems, and wastewater treatment systems, including whether the water supply and wastewater treatment systems are individual, shared, multiple user, or public as those systems are defined in rules published by the Montana Department of Environmental Quality (MDEQ).
- c. A drawing of the conceptual lot layout at a scale no smaller than 1 inch equal to 200 feet that shows all information required for a lot layout document in rules adopted by MDEQ pursuant to MCA §76-4-104.
- d. Evidence of suitability for new onsite wastewater treatment systems that, at a minimum, includes:
- A soil profile description from a representative drain field site identified on the vicinity map, as provided above, that complies with standards published by the MDEQ,

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APPENDIX F

- Demonstration that the soil profile contains a minimum of 4 feet of vertical separation distance between the bottom of the permeable surface of the proposed wastewater treatment system and a limiting layer, and
 - In cases in which the soil profile or other information indicates that groundwater is within 7 feet of the natural ground surface, evidence that the groundwater will not exceed the minimum vertical separation distance.
 - e. For new water supply systems, unless cisterns are proposed, evidence of adequate water availability;
 - Obtained from well logs or testing of onsite or nearby wells;
 - Obtained from information contained in published hydro-geological reports; or
 - As otherwise specified by rules adopted by the MDEQ pursuant to MCA §76-4-104.
 - f. A preliminary analysis of potential impacts to the groundwater quality from new wastewater treatment systems, using as guidance rules adopted by the Board of Environmental Review pursuant to MCA §75-5-301 and MCA §75-5-303 related to standard mixing zones for groundwater, source specific mixing zones, and nonsignificant changes in water quality. The preliminary analysis may be based on currently available information and must consider the effects of overlapping mixing zones from proposed and existing wastewater treatment systems within and directly adjacent to the subdivision. Instead of performing the preliminary analysis required under this subsection, the subdivider may perform a complete nondegradation analysis in the same manner as is required for an application that is reviewed under Title 76, Chapter 4, Mont. Code Ann.
 - g. A subdivider whose land division is excluded from review under MCA §76-4-125(2) is not required to submit the water and sanitation information listed above.
 - 6. Geotechnical Report that includes:
 - a. A summary of hazards present and recommended actions.
 - b. A description of proposed construction.
 - c. A description of the investigation methods, including field investigations, laboratory analysis and report preparation.
 - d. A description of the site conditions, including soil, bedrock, groundwater and other physical features present that may limit development.
 - e. Analysis of engineering properties and recommendations in relation to foundations; over-excavation and engineered fill; bearing capacity; lateral loads on basement walls; soil friction factor; earthwork; site grading and runoff control; foundation and retaining wall drainages; slabs on grade; reinforcing, utilities testing and concrete considerations; and ventilation and radon.
 - f. Summary of engineering limitations.
 - g. The report shall be accompanied by figures and tables sufficient to convey the results of each test hole and an overall site plan showing the location of each test hole. The spacing of test holes will be dependent of the horizontal and vertical variation of the subsurface material. In all cases, the spacing should result in a representation of all soils present on the subdivision.
 - 7. Draft protective and restrictive covenants, if any.
 - 8. Draft Articles of Incorporation when Homeowner's Association is proposed.
 - 9. When a tract of land is to be subdivided in separate filings, a Master Plan of the entire area to be developed.
- (Ord. 07-01 (part), 2007)

APPENDIX G

Required Supporting Documents for First Minor Preliminary Plat Applications

1. Draft Subdivision Improvements Agreement.
2. Traffic Accessibility Study (TAS) when applicable, containing the following information:
 - a. Trip generation, using the Institute of Transportation Engineers Trip Generation Manual;
 - b. Trip distribution;
 - c. Traffic assignment;
 - d. Capacity analysis;
 - e. Evaluation; and
 - f. Recommended access plan, including access points, modifications and any mitigation techniques.
 - g. Land use and trip generation in the form of a table of each type of land use, the number of units or square footage, as appropriate, the trip rates used (daily and peak) and resulting trip generation.
 - h. Traffic graphics, which show:
 - AM peak hour site traffic;
 - PM peak hour site traffic;
 - AM peak hour total traffic;
 - PM peak hour total traffic;
 - Total daily traffic (with site generated traffic shown separately).
 - i. AM and PM capacity analysis with an AM and PM peak hour capacity analysis provided for:
 - All major drive accesses that intersect collector or arterial streets or roads; and
 - All arterial-arterial, collector-collector and arterial-collector intersections within one mile of the site, or as required by the Director of Public Service during the pre-application review.
 - j. Capacity. Indicate the levels of service (before and after development) of existing and proposed streets and roads, including appropriate intersections, to safely handle any increased traffic. Describe any anticipated increased maintenance that will be necessary due to increased traffic and who will pay the cost of maintenance.
 - k. Bicycle and Pedestrian Pathways, Lanes and Routes. Describe bicycle and pedestrian pathways, lanes or routes to be developed with the development.
 - l. Traffic Calming. Detailed drawings of any proposed traffic calming installations, including locations and turning radius templates.
3. Preliminary water and sanitation information, including:
 - a. A site plan or exhibit that shows:
 - The location, within 100 feet outside of the exterior property line of subdivision and on the proposed lots, of:
 - Floodplains
 - Surface water features

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- Springs
 - Irrigation ditches
 - Existing, previously approved, and, for parcels less than 20 acres, proposed water wells and wastewater treatment systems;
 - For parcels less than 20 acres, mixing zones identified, and
 - The representative drain field site used for the soil profile description, and
 - The location, within 500 feet outside of the exterior property line of the subdivision, of public water and sewer facilities.
 - b. A description of the proposed subdivision's water supply systems, stormwater systems, solid waste disposal systems, and wastewater treatment systems, including whether the water supply and wastewater treatment systems are individual, shared, multiple user, or public as those systems are defined in rules published by the Montana Department of Environmental Quality (MDEQ).
 - c. A drawing of the conceptual lot layout at a scale no smaller than 1 inch equal to 200 feet that shows all information required for a lot layout document in rules adopted by MDEQ pursuant to MCA §76-4-104.
 - d. Evidence of suitability for new onsite wastewater treatment systems that, at a minimum, includes:
 - A soil profile description from a representative drain field site identified on the vicinity map, as provided above, that complies with standards published by the MDEQ,
 - Demonstration that the soil profile contains a minimum of 4 feet of vertical separation distance between the bottom of the permeable surface of the proposed wastewater treatment system and a limiting layer, and
 - In cases in which the soil profile or other information indicates that groundwater is within 7 feet of the natural ground surface, evidence that the groundwater will not exceed the minimum vertical separation distance.
 - e. For new water supply systems, unless cisterns are proposed, evidence of adequate water availability;
 - Obtained from well logs or testing of onsite or nearby wells;
 - Obtained from information contained in published hydro-geological reports; or
 - As otherwise specified by rules adopted by the MDEQ pursuant to MCA §76-4-104.
 - f. A preliminary analysis of potential impacts to the groundwater quality from new wastewater treatment systems, using as guidance rules adopted by the Board of Environmental Review pursuant to MCA §75-5-301 and MCA §75-5-303 related to standard mixing zones for groundwater, source specific mixing zones, and nonsignificant changes in water quality. The preliminary analysis may be based on currently available information and must consider the effects of overlapping mixing zones from proposed and existing wastewater treatment systems within and directly adjacent to the subdivision. Instead of performing the preliminary analysis required under this subsection, the subdivider may perform a complete nondegradation analysis in the same manner as is required for an application that is reviewed under Title 76, Chapter 4, Mont. Code. Ann.
 - g. A subdivider whose land division is excluded from review under MCA §76-4-125(2) is not required to submit the water and sanitation information listed above.
4. Geotechnical Report that includes:
- a. A summary of hazards present and recommended actions.
 - b. A description of proposed construction.

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APPENDIX G

- c. A description of the investigation methods, including field investigations, laboratory analysis and report preparation.
 - d. A description of the site conditions, including soil, bedrock, groundwater and other physical features present that may limit development.
 - e. Analysis of engineering properties and recommendations in relation to foundations; over-excavation and engineered fill; bearing capacity; lateral loads on basement walls; soil friction factor; earthwork; site grading and runoff control; foundation and retaining wall drainages; slabs on grade; reinforcing, utilities testing and concrete considerations; and ventilation and radon.
 - f. Summary of engineering limitations.
 - g. The report shall be accompanied by figures and tables sufficient to convey the results of each test hole and an overall site plan showing the location of each test hole. The spacing of test holes will be dependent of the horizontal and vertical variation of the subsurface material. In all cases, the spacing should result in a representation of all soils present on the subdivision.
- 5. Draft protective and restrictive covenants, if any.
 - 6. Draft Articles of Incorporation when Homeowner's Association is proposed.
 - 7. When a tract of land is to be subdivided in separate filings, a Master Plan of the entire area to be developed.
- (Ord. 07-01 (part), 2007)

APPENDIX H

Expedited Final Plat Application

- 1. Name of subdivision**
- 2. Tax ID #**
- 3. Location**
 - a. Legal Description: 1/4 Section, Township, and Range:
 - b. General location:
- 4. Name, Address & Telephone Number of Subdivider**
 - a. Name:
 - b. Address:
 - c. Telephone:
- 5. Name, Address & Telephone Number of Owner**
 - a. Name:
 - b. Address:
 - c. Telephone:

6. **Plat Data: Gross Area:** _____ **Net Area:** _____

No. of Lots:

7. **List of materials submitted with final application**

Required:

- a. Final Plat
- b. Subdivision Improvements Agreement and Waiver
- c. Title Report
- d. Red lined check print

Other:

8. **Deed restrictions or covenants? Yes** _____ **No** _____; if yes, please attach copies.

9. **Name, address & telephone of professional consultant(s)**

Surveyor/engineer:

Address:

Attorney:

Address:

Other:

Address:

I declare that I am the owner of record and that all the statements and information contained in all exhibits transmitted herewith are true and correct. I hereby apply for approval of the final plat of:

Owner/Owners:

(Signature of Owner/Owners)

Owners under Contract:

(Signature of Owners under contract)

(Ord. 07-01 (part), 2007)

APPENDIX I

Final Plat Application

1. Name of Subdivision

2. Tax ID #

3. Location

- a. Legal Description: 1/4 Section, Township, and Range:
- b. General location:

4. Name, Address & Telephone Number of Subdivider

Name:

- b. Address:
- c. Telephone:

5. Name, Address & Telephone Number of Owner

- a. Name:
- b. Address:
- c. Telephone:

6. Plat Data

- a. Gross area:
- b. Net area:
- c. Number of lots:

7. Park Requirement

- a. Land:
- b. Cash: \$

8. Date preliminary plat approved:

9. List of materials submitted with final application

Required:

- a. Final Plat
- b. Subdivision Improvements Agreement
- c. Conditions of Approval
- d. Title Report
- e. Red lined check print

Other:

10. Deed restrictions or covenants? Yes _____ No _____; if yes, please attach copies.

11. Name, address & telephone of professional consultant(s)

Surveyor/engineer:

Address:

Attorney:

Address:

Other:

Address:

I declare that I am the owner of record and that all the statements and information contained in all exhibits transmitted herewith are true and correct. I hereby apply for approval of the final plat of:

Owner/Owners:

(Signature of Owner/Owners)

Owners under Contract:

(Signature of Owners under contract)

(Ord. 07-01 (part), 2007)

APPENDIX J

Final Plat Requirements

1. A final subdivision plat may not be approved by the governing body or filed by the County Clerk and Recorder unless it complies with the following requirements:
 - a. Final subdivision plats must be legibly drawn with permanent ink or printed or reproduced by a process guaranteeing a permanent record and must be 18 inches by 24 inches or 24 inches by 36 inches overall to include a 1 ½-inch margin on the binding side.
 - b. Two signed copies on three mil. or heavier matte stable-base polyester film or equivalent must be submitted.
 - c. If more than one sheet must be used to adequately depict the land subdivided, each sheet must show the number of that sheet and the total number of sheets included. All certifications must be placed or referred to on one sheet.
 - d. A survey that modifies a filed subdivision plat must be entitled "amended plat of (lot, block and name of subdivision being amended)," and unless it is exempt from subdivision review by MCA §76-3-201 or MCA §76-3-207(1)(d) or (e), may not be filed with the County Clerk and Recorder unless it meets the filing requirements for final subdivision plats specified in these requirements.
2. A final plat submitted for approval must show or contain, on its face the following information. The surveyor may, at his or her discretion, provide additional information regarding the survey.
 - a. A title or title block indicating the quarter section, section, township, range, principal meridian, county and, if applicable city or town, in which the subdivision is located. The title of the plat must contain the words "plat" and either "subdivision" or "addition".
 - b. The name of the person(s) who commissioned the survey and the name(s) of the owner of the land to be subdivided if other than the person(s) commissioning the survey, the names of any adjoining platted subdivisions, and the numbers of any adjoining certificates of survey previously filed.
 - c. Vicinity sketch of sufficient area to identify the location of the subdivision.
 - d. A north arrow.
 - e. A scale bar. The scale must be sufficient to legibly represent the required information and data on the plat.
 - f. The location of, and other information relating to all monuments found, set, reset, replaced or removed as required by ARM 8.94.3001(1)(c).

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APPENDIX J

- i. If additional monuments are to be set after the plat is filed, the location of these monuments must be shown by a distinct symbol, and the plat must bear a certification by the surveyor as to the reason the monuments have not been set and the date by which they will be set.
- ii. All monuments found during a retracement that influenced the position of any corner or boundary indicated on the plat must be clearly shown as required by ARM 8.94.3001(1)(c).
- g. The location of any section corners or corners of divisions of sections pertinent to the survey.
- h. Witness and reference monuments and basis of bearings. For purposes of these the term "basis of bearings" means the surveyor's statement as to the origin of the bearings shown on the plat. The basis of bearings may refer to a particular line between monumented points in a previously filed survey document. If the plat shows true bearings, the basis of bearings must describe the method by which these true bearings were determined.
- i. The bearings, distances and curve data of all boundary lines. If the subdivision is bounded by an irregular shoreline or body of water that is a riparian boundary, the bearings and distances of a meander traverse generally paralleling the riparian boundary must be given.
- i. The courses along a meander line are shown solely to provide a basis for calculating the acreage of a parcel with one or more riparian boundaries as the parcel existed at the time of survey.
- ii. For purposes of these regulations a line that indicates a fixed boundary of a parcel is not a "meander" or "meander line" and may not be designated as one.
- j. Data on all curves sufficient to enable the re-establishment of the curves on the ground. For circular curves these data must at least include radius and arc length. For non-tangent curves, which must be so labeled, the plat must include the bearings of radial lines or chord length and bearing.
- k. Lengths of all lines shown to at least tenths of a foot, and all angles and bearings shown to at least the nearest minute. Distance measurements must be stated in English units, but their metric equivalents, shown to the nearest hundredth of a meter, may be noted parenthetically.
- l. All lots and blocks in the subdivision, designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots. (Excepted parcels must be marked "Not included in this subdivision" or "Not included in this plat," as appropriate, and the bearings and lengths of these excepted boundaries must be shown.)
- m. All streets, alleys, avenues, roads and highways; their widths (if ascertainable) from public records, bearings and area; the width and purpose of all road rights-of-way and all other easements that will be created by the filing of the plat; and the names of all streets, roads and highways.
- n. The location, dimensions and areas of all parks, common areas and other grounds dedicated for public use.
- o. The total acreage of the subdivision.
- p. A narrative legal description of the subdivision as follows:
 - (i) If the parcel being subdivided is either an aliquot part of a U.S. government section or a U.S. government lot, the information required by this subsection is the aliquot or government lot description of the parcel.
 - (ii) If the plat depicts the division of a parcel or lot that is shown on a filed certificate of survey or subdivision plat, the information required by this subsection is the number or name of the certificate of survey or plat and the number of the parcel or lot affected by the survey.
 - (iii) If the parcel surveyed does not fall within (2)(p)(i) or (ii), above, the information required by this subsection is the metes-and-bounds description of the perimeter boundary of the subdivision.

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APPENDIX J

(iv) If the plat establishes the boundaries of a subdivision containing one or more interior parcels, the information required by this subsection is the legal description of the perimeter boundary of the subdivision.

q. **Certificate of Surveyor.** The dated signature and the seal of the surveyor responsible for the survey and a memorandum of any oaths administered under MCA §76-3-405. The affixing of this seal constitutes a certification by the surveyor that the final plat has been prepared in conformance with the Montana Subdivision and Platting Act (MCA §76-3-101 through MCA §76-3-625) and the regulations adopted under that Act.

r. **Certificate of Dedication.** The dated, signed and acknowledged consent to the subdivision of the owner of the land being subdivided. For purposes of this rule when the parcel of land proposed for subdivision is being conveyed under a contract-for-deed, the terms "owner" and "owner of the land" refers to the seller under the contract-for-deed.

s. **If applicable, Consent to Platting.**

t. **Certificate of Approval.** Certification by the governing body that the final subdivision plat is approved.

u. **Notice of Approval.** Statement that the final plat is approved by the Yellowstone County Board of Planning.

v. **Certificate of City Engineer's Office.** If applicable, Certification by the City Engineer that municipal water, sewage disposal and solid waste disposal will be provided. (City only)

w. **Errors and Omissions Review.** Certification of the reviewing surveyor that the survey has been examined and approved.

x. **Certificate of City Attorney.** Certification that the plat has been reviewed and accepted by the City Attorney.

y. **Certificate of County Treasurer.** Certification of county treasurer showing current tax payment.

z. If applicable, the owner's certificate of dedication of streets, parks, playground easements or other public improvements.

aa. Space for the clerk and recorder's filing information.

** See Appendix B for templates of all Certifications.

3. Supporting documentation shall consist of the following:

a. Final plat application completed and signed;

b. All documentation necessary to guarantee the complete installation of all required improvements including the Subdivision Improvements Agreement and any documents related to financial security for improvements;

c. An original Title Report or Subdivision Guarantee prepared within the recent 6 months;

d. Evidence that the Montana Department of Environmental Quality or Yellowstone County Public Health Department has approved the sewage disposal system and/or the water system. This applies to individual and public water supply and sewage disposal systems. When applicable and pursuant to Section 23-504, evidence signed by the City shall be submitted;

e. Copies of protective and restrictive covenants, if any;

f. Applicable final plat fee.

(Ord. 07-01 (part), 2007)

APPENDIX K

Subdivision Improvements Agreement

(Name of Subdivision)

- I. Variances (page #):
- II. Conditions that Run with the Land:
- III. Transportation:
 - A. Streets
 - B. Sidewalks
 - C. Street Lighting
 - D. Traffic Control Devices
 - E. Access
 - F. Heritage Trail Plan
 - G. Public Transit
- IV. Emergency Services:
- V. Storm Drainage:
- VI. Utilities:
 - A. Water
 - B. Sanitary Sewer
 - C. Power, Telephone, Gas, and Cable Television
- VII. Parks/Open Space:
- VIII. Irrigation:
- IX. Soils/Geotechnical Study:
- X. Phasing of Improvements:
- XI. Financial Guarantees:
- XII. Legal Provisions:

This agreement is made and entered into this _____ day of _____, 200___, by and between *(Subdivider)*, whose address for the purpose of this agreement is _____, hereinafter referred to as "Subdivider," and the **CITY OF LAUREL or COUNTY OF YELLOWSTONE**, Montana, hereinafter referred to as "City/County."

WITNESSETH:

(for minor subdivisions insert the following)

WHEREAS, the plat of *(Subdivision Name)*, located in the Yellowstone County, Montana, was submitted to the Laurel City-County Planning Board; and

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APPENDIX K

(for major subdivisions, exclude above and insert the following) WHEREAS, at a regular meeting conducted on _____ day of _____, 200 ____, the City-County Planning Board recommended conditional approval of a preliminary plat of *(Subdivision Name)*; and

(Insert the following for both major and minor subdivisions)

WHEREAS, at a regular meeting conducted on _____ day of _____, 200 ____, the City Council/County Commissioners conditionally approved a preliminary plat of *(Subdivision Name)*; and

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

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

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

I. VARIANCES

A. Subdivider has requested, and the City/County hereby grants, the following variances from the strict interpretation of these Subdivision Regulations:

1. Variance #1
2. Variance #2

II. CONDITIONS THAT RUN WITH THE LAND*(Insert any applicable conditions in the provided A, B, C format. The following are typical conditions that run with the land, which may or may not be applicable to this subdivision):*

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

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

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

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. Lot owners should be aware that portion(s) of this property lie within the floodplain/floodway, as depicted on the Flood Insurance Rate Maps (FIRM) for this area. Please be advised that special development restrictions may apply within these specified areas.

b;III. TRANSPORTATION

A. Streets

(This section should include, but not be limited to the following):

- Rights-of-way widths
- Pavement widths and surface types
- Curb and gutter design
- Other required street improvements

B. Sidewalks

(This section should include, but not be limited to the following):

- Types of required sidewalk
- Location of required sidewalks
- Widths and surface
- Other required sidewalk improvements

C. Street Lighting*(Describe)*

- Location and types of lighting to be installed, if required

D. Traffic Control Devices *(Describe)*

- Location and type of proposed stop signs and/or signals
- Other required traffic control devices

E. Access*(Describe)*

- Location and widths of proposed accesses
- Restrictions on access
- Other required access improvements

F. Bike or Pedestrian Trail Plans*(Include)*

- Statement of whether subdivision is within Plan
- Location and type of proposed trail or trail connection
- Ownership arrangement of trail corridor-easement or dedication
- Other required trail improvement

G. Public Transit*(Describe)*

- Location and type of improvements required to ensure public transit service

IV. EMERGENCY SERVICE

(This section should include, but not be limited to the following):

- Location and specifications for emergency access road including width, base and surface material, blockade, and required signage
- Urban Wildland Interface Code requirements (required for highly wooded areas)

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Storm water Management Manual*, and a storm water management plan shall be submitted to and approved by the MDEQ.

(This section should include, but not be limited to the following):

- Description and location of existing and proposed detention facilities
- Any improvements to the existing system
- Other required improvements

VI. UTILITIES

The SIA does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater hookup fees in effect shall be submitted with the applications.

Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above. The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made. The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Laurel Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

(This section should describe any water facilities unique to the subdivision).

B. Sanitary Sewer

(This section should describe any sanitary sewer facilities unique to the subdivision).

C. Power, Telephone, Gas, and Cable Television

(This section should include, but not be limited to the following):

- Services to be provided within the public right-of-way, existing or to be installed
- Width and location of required utility easements

VII. PARKS/OPEN SPACE

(This section should include, but not be limited to the following):

- The parkland requirement for this subdivision (dedication or cash-in-lieu)
- Required park improvements to the park and timing of construction
- Required formation of a Park Maintenance District

For minor plats, where no parkland dedication is required, please insert the following statement: There is no parkland requirement for proposed (Subdivision Name), as this is a minor subdivision [MCA §76-3-617(3)(a)].

VIII. IRRIGATION

(This section should include, but not be limited to the following):

- Irrigation District affected by the proposed development
- Required mitigation efforts to protect the ditches during construction
- Location and width of existing and proposed onsite easements for ditches

IX. SOILS/GEOTECHNICAL STUDY

(This section should include, but not be limited to the following):

- Results of geotechnical study
- Construction restrictions due to the results of the study
- Required mitigation efforts

X. PHASING OF IMPROVEMENTS(include if applicable)

Description of each Phase including:

- A. Required improvements**
- B. Timing of improvements**
- C. Reference to release of lots (documentation)**
- D. Restrictions on lot sales (documentation)**
- E. Financial guarantees for improvements**

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the Public Works and Public Utilities Department.

XII. LEGAL PROVISIONS

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

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APPENDIX K

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

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

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

"SUBDIVIDER" (*Name of Subdivider*)

By:

Its:

STATE OF MONTANA

)

: ss

County of Yellowstone

)

On this day of, 200____, before me, a Notary Public in and for the State of Montana, personally appeared, _____, known to me to be the subdivider who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____

This agreement is hereby approved and accepted by the City/County, this ____ day of _____, 200 ____.

"CITY"

CITY OF LAUREL, MONTANA

By: _____

Mayor

Attest: _____

City Clerk

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Laurel or Yellowstone County may require.

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

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

Subdivision Description/Name

Signed and dated this _____ day of _____, 200__.

Subdivider/Owner

By: _____

Its: _____

STATE OF MONTANA

)

: ss

County of Yellowstone

)

On this _____ day of _____, 200__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be *Subdivider/Owner Name*, the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public in and for the State of Montana

Printed name: _____

Residing in Billings, Montana

My commission expires: ;daterrule;

(Ord. 07-01 (part), 2007)

APPENDIX L

Escrow Agreement Template

THIS AGREEMENT is made this _____ day of _____, 200__ by and between _____ ("Purchaser"), whose address for purposes of this Agreement is _____, AMERICAN TITLE & ESCROW, a Montana corporation ("American Title"), of 1216 16th Street West, Alpine Village No. 21, Billings, Montana 59102, the CITY OF LAUREL, MONTANA ("City"), c/o Public Works Director, 115 West First Street, Laurel, Montana 59044, and _____ ("Seller"), whose address for the purposes of this Agreement is _____.

1. Seller has agreed to sell and convey unto Purchaser all of its right, title and interest in and to certain real property in _____ Subdivision, which real property is more particularly described as follows (the "Purchaser's Lot"):

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APPENDIX L

Lot _____, Block _____, of _____ Subdivision, in the City of Laurel/Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. _____.

2. In connection with the development of the Subdivision, certain public improvements (the "Improvements") must be made within or adjacent to the Subdivision in accordance with that certain Subdivision Improvements Agreement between Seller and the City dated the ___ day of _____, 200 ___, and recorded the ___ day of _____, 200 ___, under Document No. _____, records of Yellowstone County, Montana (the "SIA"); and

3. Pursuant to Article _____ of the SIA, Seller has agreed that an amount equal to the total estimated cost per square foot of the Improvements multiplied by the total square footage of Purchaser's Lot ("Estimated Costs"), as described in the SIA, with respect to any lot in the Subdivision will be deposited into a separate interest bearing account for the benefit of Purchaser to be held in escrow with American Title; and

4. American Title has agreed to act as escrow agent for the purposes of receiving the above-referenced funds and disbursing the same for payment of future SID assessments upon formation of one or more such districts, or for the payment of one or more private contract costs of constructing the Improvements contemplated by the SIA in the event an SID is not formed, which funds will be obtained, held and disbursed by American Title in accordance with the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. Escrowed Funds. Purchaser shall deposit the Estimated Costs in the amount of _____ (spell out) _____ Dollars (\$_____) (the "escrowed funds") into escrow with American Title in an interest bearing account under Purchaser's Federal Identification Number # _____, for the benefit of Purchaser and the City (the "Escrow Account") at the closing of the sale of the Purchaser's Lot, by Seller to Purchaser. The escrowed funds amount is based upon Estimated Costs of \$_____ per square foot on the _____ square feet of land contained within the Purchaser's Lot. The escrowed funds deposited into the Escrow Account will be held and disbursed by American Title in accordance with the provisions of paragraphs 4, 5 and 6 below.

2. Seller's Obligation Terminated. From and after the date of this Agreement, Seller shall have no further obligation or liability for the Estimated Costs, or the construction and/or payments for the Improvements, or any future SID assessments, relating to the Purchaser's Lot.

3. Purpose of Escrow Arrangement. American Title agrees that it shall receive and hold the escrowed funds in the Escrow Account, for the benefit of Purchaser and the City/County, and shall make disbursements or payments to the AGB and/or Purchaser pursuant to the provisions of paragraphs 4, 5 and 6 below.

4. Payments from Escrow. Upon receipt of a written authorization from Purchaser and the City/County for payments in connection with actual SID assessments or private contracts for construction of the Improvements, American Title shall disburse the escrowed funds as follows:

(a) If one or more special improvement districts are created the escrowed funds shall be paid by American Title to the City for application to the actual assessments for the Improvements against the Purchaser's Lot.

(b) In the event one or more special improvement districts for the Improvements is not or cannot be created, then the amounts held on deposit in the Escrow Account shall be applied toward payment under one or more private contracts for construction of the Improvements attributable to the Purchaser's Lot in accordance with the SIA.

5. Interest on the Escrowed Funds. Interest accrued on the escrowed funds shall be paid to Purchaser in annual disbursements on the first day of December of each year, until such time as final disbursement is made pursuant to paragraph 6 below.

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6. Additional Assessments: Return of Excess. If the actual amount of the special improvement district assessments for the Improvements is greater than the escrowed funds held in the Escrow Account with respect to the Purchaser's Lot; then the City shall levy said difference against the Purchaser's Lot. If the Improvements are constructed by one or more private contracts and the actual amount of the private contracts for the Improvements attributable to the Purchaser's Lot is greater than the escrowed funds held in the Escrow Account with respect to the Purchaser's Lot, then the Purchaser shall be responsible for said difference. If the actual amount of the special improvement district assessments or the private contracts for the Improvements is less than the escrowed funds held in the Escrow Account, then American Title shall return such excess to Purchaser after payment of the full amount of the actual SID assessments or the private contracts, and Purchaser shall be entitled to retain such excess.

7. Escrow Fees. Purchaser and Seller shall share equally the costs associated with initial set-up fees of the Escrow Account, and thereafter Purchaser shall be solely responsible for all other fees, costs, taxes and expenses related to the escrowed funds and the Escrow Account and the performance of duties under this Agreement by American Title. American Title shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, or expenses, due American Title hereunder.

8. Scope of Agreement. This Agreement governs only the deposit of the escrowed funds relating to the Purchaser's Lot by Purchaser into escrow with American Title, the disbursement of those funds for payment of actual SID assessments or private contracts, if any, related to the Improvements, to or for the benefit of Purchaser's Lot, and the annual disbursement of interest accrued on the escrowed funds to Purchaser. Other than the matters specifically addressed herein, this Agreement shall not supersede or modify the terms and covenants of the SIA, nor shall any party other than those executing this Agreement be entitled to claim the benefits of this Agreement. No payment made under this Agreement with respect to a private contract for all or any portion of the Improvements shall be evidence of the performance of said private contract, either wholly or in part, and no payment or disbursement by American Title shall be construed to be an acceptance by either Purchaser or the City of defective work or improper materials pursuant to such private contract.

9. Rights and Duties of American Title. It is expressly understood between the parties hereto that American Title is to be considered as a depository and agent to collect, hold and disburse the escrowed funds only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instructions or authorizations for payment relating to said escrowed funds, nor as to the identity, authority or rights of any person executing such written authorization. American Title assumes no responsibility, nor is it to be held liable, as to the condition of title to the Purchaser's Lot involved herein, nor as to any assessments, liens or encumbrances against the Purchaser's Lot, except with respect to liens or encumbrances arising from the negligence or willful misconduct of American Title with reference to its obligations and duties under this Agreement.

10. Disputes. In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and conflicting demands being made in connection with the escrowed funds and the Escrow Account, and disbursements therefrom, American Title shall be entitled at its option to refuse to comply with said conflicting demands so long as such disagreement shall continue. In so refusing, American Title may also refuse to deliver any moneys, papers or property involved in or affected by this escrow, and shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, American Title shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement settling their differences and shall have notified American Title in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction, except that nothing herein shall be construed to require American Title to institute any litigation to determine the rights of the parties hereto. In the event of any disagreement between the parties hereto, or if conflicting demands or claims are made upon American Title by the parties hereto or interested herein or by any other party, American Title shall have the right to employ legal counsel to advise it and/or represent it in any suit

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APPENDIX L

or action brought affecting this escrow or the funds held in connection herewith. Purchaser and the City shall be jointly and severally liable to American Title for any and all attorney's fees, costs, and disbursements incurred by American Title in connection herewith, and upon demand shall forthwith pay the same to American Title. The liability of Purchaser and the City for reimbursement for the amount of such attorney's fees, costs and disbursements paid to American Title shall be governed by the provisions of paragraph 12 below.

11. Default: Remedies. The failure of any party to perform its obligations under the terms of this Agreement shall constitute a default hereunder. In the event of any such default, and the failure of the defaulting party to cure the same within ten (10) days after written notice thereof by the non-defaulting party or parties, then such non-defaulting parties may:

- (a) Commence a suit or suits in equity or at law, including without limitation an action for the specific performance of any covenant or agreement contained herein; or
- (b) Commence a suit or suits for damages arising from the failure to perform any covenant or agreement contained herein; or
- (c) Pursue enforcement of any other appropriate legal or equitable remedies.

12. Attorney Fees and Costs. In the event it becomes necessary for any party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, to give any notice required herein with respect to any default, or to reimburse American Title for any attorney's fees, costs or disbursements it may incur pursuant to paragraph 10 above, then the prevailing party or parties shall be entitled to payment or reimbursement for reasonable attorney's fees, costs and expenses, from the party or parties who do not prevail.

13. Notices. Any notice required under this Agreement shall be served on all other parties either personally or by certified mail, return receipt requested, addressed to the party to be served at the following address:

Purchaser: _____

American Title: 1216 16th Street West

Alpine Village No. 21

Billings, Montana 59102

ATTN: _____

City: c/o Public Works Office

115 North First Street

Laurel, Montana 59044

ATTN: Public Works Director

Seller: _____

A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other

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APPENDIX L

refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

14. Amendments: Waiver. No amendments or modifications to this Agreement, or of any provisions contained herein, shall be binding or enforceable unless the same shall be in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement. Any waiver or failure to enforce the terms of this Agreement by any of the parties hereto shall not constitute a waiver by said parties of the right to enforce or compel performance with respect to any continuing or subsequent default hereunder.

15. Headings. The headings used herein are for convenience only, and shall not be construed as part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

16. Binding Effect. The covenants, agreements and all statements in this Agreement shall inure to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first above written.

"Purchaser"

By: _____

Its: _____

Federal Tax Identification No. _____

"American Title"

AMERICAN TITLE INSURANCE COMPANY

By: _____

Its: _____

"City"

CITY OF LAUREL, MONTANA

By: _____

Its: _____

"Seller"

By: _____

Its: _____

Federal Tax Identification No. _____

(Ord. 07-01 (part), 2007)

APPENDIX M

Irrevocable Standby Letter of Credit

(Must be on Lender's Letterhead)

DATE

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APPENDIX M

BENEFICIARY: City of Laurel Public Works, POB 10, Laurel, MT 59044

APPLICANT: Subdivider's name and address

LETTER OF CREDIT NO. _____; EXPIRATION DATE: _____

AT: OUR COUNTERS PRESENTLY LOCATED AT (Lender's address here)

AMOUNT: US\$ _____; NOT EXCEEDING: -US\$ (spell out)

We hereby issue our Irrevocable Standby Letter of Credit available by your draft(s) drawn at sight on us and accompanied by the following documents:

1. Beneficiary's signed statement certifying that _____ (subdivider's name) _____ has failed to pay for required improvements concerning subdividing _____ Subdivision in the City of Laurel, Yellowstone County.
2. Copy of mandatory improvements.
3. The original Letter of Credit

This Letter of Credit shall be deemed extended without amendment for one year from the expiration date, unless thirty days prior to any expiration date we shall notify you by Registered Mail that we elect not to consider this Letter of Credit renewed for any such period. In any communication with us regarding this Letter of Credit, please make specific reference to our Letter of Credit No. at the top of this letter. Drafts drawn under this Credit must bear the clause: "Drawn under _____ Bank Irrevocable Standby Letter of Credit No. _____ dated _____." The amount of each drawing must be endorsed on the reverse of this credit by the negotiating bank. To the extent applicable hereto, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication, No. 500. We hereby engage with you that draft(s) drawn and/or documents presented and negotiated under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored upon presentation to us.

_____ BANK

By: _____

(Ord. 07-01 (part), 2007)

APPENDIX N

Restrictions on Transfers and Conveyances Template

_____ SUBDIVISION THIS DECLARATION is made this _____ day of _____ 200____, by (insert owner's name) hereinafter referred to as "Declarant,"

WITNESSETH

WHEREAS, the Declarant is the owner of all of the lots in ;namerrule; Subdivision, situated in Section __, Township _____, Range _____, PMM., City of Laurel, Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the _____ day of ;note, 200____ to the City of Laurel, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract has been executed providing for the installation and construction of required public improvements; and

Title 16 - SUBDIVISIONS
APPENDIX N

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

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declab0;

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Phase II:

Lots _____ through _____, inclusive, Block _____; _____ Subdivision in the City of Laurel, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (#_lots total).

Phase III: Lots _____ through _____, inclusive, Block _____; and Lots _____, through _____, inclusive, Block _____, _____ Subdivision in the City of Laurel, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (# lots total).

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided, as the case may be, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop _____ Subdivision, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard a release of some but not all of the above described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.

3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Laurel, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.

4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF LAUREL MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.

5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above-described lots, all of the lots in one phase, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the affected lot has been executed and recorded.

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6. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, the City of Laurel, and their successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

(Name of Declarant)

STATE OF MONTANA
)

: ss.

County of YELLOWSTONE
)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same.

Notary Public in and for the State of Montana

Printed name: _____

Residing at Billings, Montana

My commission expires: _____

(Ord. 07-01 (part), 2007)

APPENDIX O

Flood Hazard Evaluation

A. Definitions (MCA §76-5-103). Whenever the following words and phrases are used in this Appendix, they shall be given the meaning attributed to them by this section.

1. Channel: The geographical area within either the natural or artificial banks of a watercourse or drainway.
2. Flood: The water of any watercourse or drainway that is above the bank or outside the channel and banks of the watercourse or drainway.
3. Flood of 100-year Frequency (aka Base Flood): A flood having a one percent (1%) chance of being equaled or exceed in any given year. A 100-year flood is the same as a base flood.
4. Floodplain: The area adjoining the watercourse or drainway that would be covered by the floodwater of a flood of 100-year frequency, except for sheetflood areas that receive less than one foot of water per occurrence and are considered "Zone B" by the federal emergency management agency.
5. Floodway: The channel of a stream and the adjacent overbank areas that must be reserved in order to discharge a base flood without cumulatively increasing the water surface elevation more than one half foot.
6. Watercourse: Any depression two feet or more below the surrounding land serving to give direction to a current of water at least nine months of the year and having a bed and well-defined banks.

B. General.

1. Flood Hazard Areas (See MCA §76-3-504): Land subject to being flooded by a flood of 100-year frequency as defined in this Appendix by the Federal Emergency Management Agency (FEMA), or land deemed to be subject to flooding by the City or County, may not be subdivided for building or residential purposes, or other uses that may increase or aggravate flood hazards to the public health, safety or welfare, or that may be prohibited by state or local floodplain or floodway regulations. Land deemed to be subject to flooding by the City or County may include (but is not limited to) land subject to shallow flooding, groundwater rise, historically flooded lands and lands located within 2,000 horizontal feet of the channel bank of the watercourse.

2. Where the 100-year floodway has been delineated by a FEMA Flood Insurance Rate Map (FIRM), a FEMA Floodway Map or a City- or County-approved study on land in a subdivision, the 100-year floodway boundary and 100-year floodplain boundary shall be shown on the plat of the subdivision and the area within the 100-year floodway shall be labeled as a "No-Build Zone."

3. Where the subdivision is within a flood hazard area that has been identified by the City or County, a Flood Study shall be completed as outlined in Part B and Part C of this Appendix, and the 100-year floodway boundary and 100-year floodplain boundary shall be shown on the plat of the subdivision and the area within the 100-year floodway (see Figure 1) shall be labeled as a "No-Build Zone."

C. Flood Study Requirements.

1. A Flood Study shall be required for a subdivision if:

a. Any portion of a proposed subdivision is within 2,000 horizontal feet and less than 20 vertical feet from the channel bank of a watercourse draining an area of 25 square miles or more, and no official floodplain or floodway delineation (study) of the watercourse has been made; or

b. The subdivision is within a flood hazard area that has been identified by the City or County.

2. The Flood Study shall be performed by a registered Professional Engineer experienced in this field of work. Upon the request of the City or County, the study shall be submitted to the Yellowstone County Floodplain Administrator and/or the Floodplain Management Section, Water Resources Division, Montana Department of Natural Resources and Conservation (DNRC) for review and comment. A copy of the Flood Study and written comment from County Floodplain Administrator and/or the DNRC shall be provided to the Planning Department.

D. Flood Study Contents. The Flood Study shall include the following:

1. Certification: Certification by a registered professional engineer, including license number, seal or stamp, signature and date.

2. Written Report: A narrative report containing a description of the study area, data collection, the type of modeling method used for both the hydrology and hydraulics, discussion of the parameters used, modeling results and conclusions.

3. Site Plan: An overall scaled site plan of the subdivision with location of lot lines and an identified scale for vertical and horizontal distance showing the following:

a. Vicinity Map

b. Watercourse

c. 100-year floodplain and floodway boundaries

d. Contours shown at intervals between one (1) foot and four (4) feet depending on the site, or at the discretion of the Floodplain Administrator.

e. Cross-sections

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APPENDIX O

- f. Bridges or other constrictions in the floodplain
 - g. USGS gauging stations (if any)
 - h. Location and elevation of a temporary benchmark(s) established within the subdivision and referenced to mean sea level with appropriate elevation adjustment.
4. Cross-sectional information:
- a. Cross-section elevations and stations should be determined at points representing significant breaks in ground slope and at changes in the hydraulic characteristics of the floodplain (i.e., points where ground cover, soil, or rock conditions change). Elevations shall be reported in NAVD 88 or NGVD 29 datum.
 - b. The number of cross-sections needed, and the distance between cross-sections will vary depending on the site, the slope of the watercourse, the slope of the channel, and the hydraulic characteristics of the reach. A minimum of four cross sections are required over the entire reach with at least two cross-sections at the property where the elevations are desired. Additional cross-sections shall be taken above, below and at bridges, control structures, or natural constrictions in topography.
 - c. Each cross-section shall cross the entire floodplain. The cross-section alignment should be perpendicular to the general flow of the watercourse (approximately perpendicular to contour lines). Elevation stations should be recorded at the channel bank and within the channel to determine the channel bottom shape. Cross sections shall be reasonably spaced to accurately define the study area.
 - d. A profile sheet scaled the same as a FEMA Flood Insurance Study showing the observed water surface profile, base flood elevation, location of cross sections, subdivision boundaries, watercourse profile, and thalweg (lowest point of the channel bottom along the reach of the watercourse).
5. Bridges/Culverts/Pipes: Provide descriptions and sketches of all bridges, culverts and pipes within the reach, showing unobstructed waterway openings and elevations.
6. Water Surface: Base Flood elevation of the water surface is to be determined and shown on each valley cross section.
7. Supporting Documentation: Provide engineering reports of calculations and assumptions, historical references, research of published hydrology or calculations showing how hydrology was derived, and other documentation of research information.
8. Electronic Data: Provide maps and any other information provided for a Flood Study that may be utilized by FEMA that meets their specific guidelines for digital and electronic data. Please refer to FEMA's Flood Hazard Mapping Program at www.fema.gov/fhm/ for specific guidelines and specifications for data collection.

Figure 1. 100-Year Floodplain Cross-Section Diagram*

* Please contact the Yellowstone County floodplain administrator at (406) 628-4796 for further information.
(Ord. 07-01 (part), 2007)

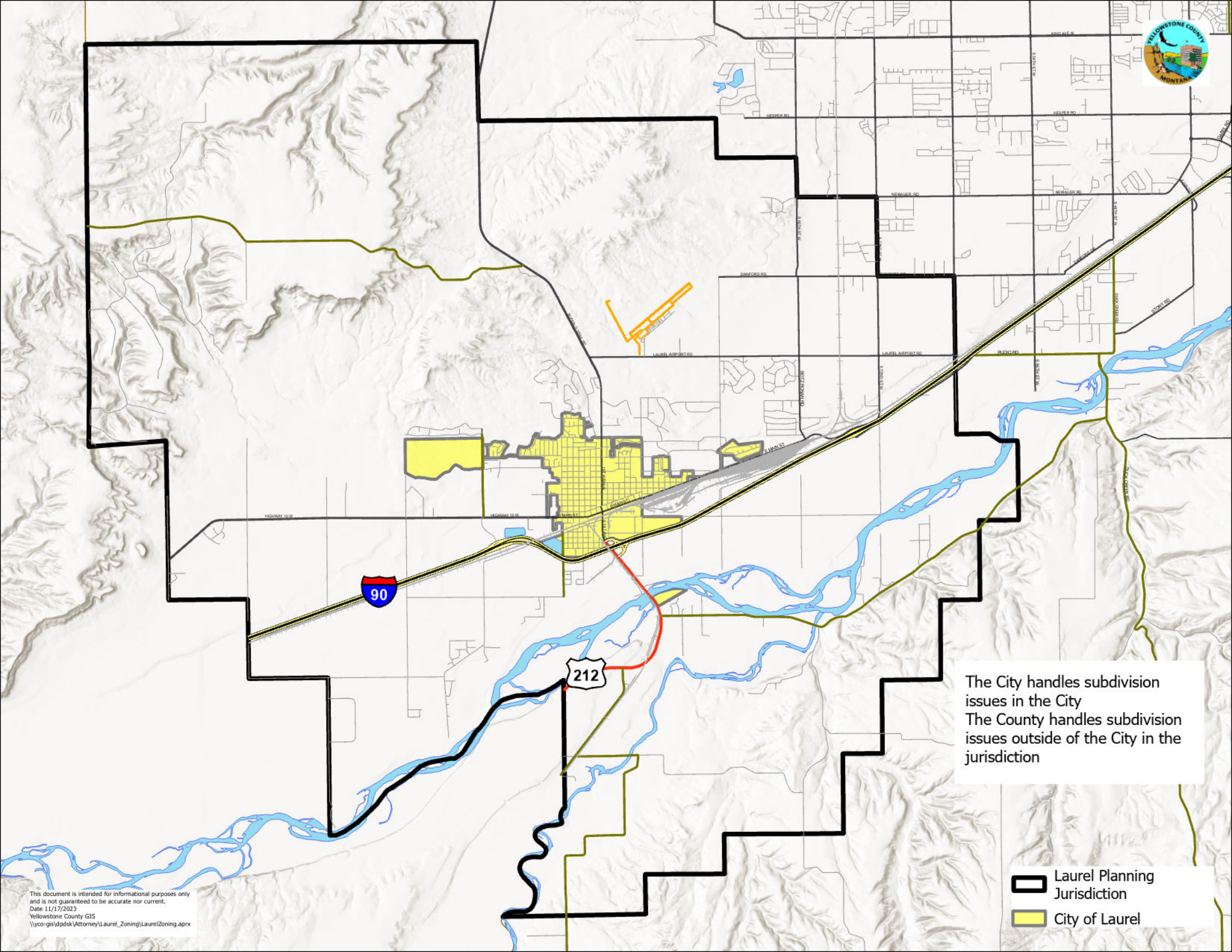
APPENDIX P

Fee Schedule*

* Please see the City of Laurel's Official Schedule of Fees and Charges available in the Clerk's office and/or the Public Works Department.

(Ord. 07-01 (part), 2007)

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APPENDIX P



The City handles subdivision issues in the City
 The County handles subdivision issues outside of the City in the jurisdiction

-  Laurel Planning Jurisdiction
-  City of Laurel

This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
 Date 11/17/2023
 Yellowstone County GIS
 \\yco-gs\jdpdk\Attorney\Laurel_Zoning\LaurelZoning.aprx

Recommendation for Adoption of Subdivision Regulations by the Board of Yellowstone County Commissioners in the Laurel Planning Jurisdiction

LAUREL - YELLOWSTONE CITY COUNTY PLANNING BOARD

The Laurel- Yellowstone City - County Planning Board voted unanimously on December 20th, 2023, to recommend the adoption of subdivision regulations as requested by the Board of County Commissioners. On December 20th, 2023, the Planning Board held a public hearing and allowed for written and in person testimony for or against the action to recommend the subdivision regulations. After consideration of any written or in person testimony at the public hearing, the planning board moved and seconded to approve the subdivision regulations with no changes. The December 20th Public Hearing was publicly noticed twice in a newspaper of general circulation within Yellowstone County.

Dated this 8th day of March 2024.



Laurel - Yellowstone City County Planning Board
Judy Goldsby, President



Kurt Markegard, Executive Secretary

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24- 73

Resolution to Adopt Subdivision Regulations for the Area Around the City of Laurel

WHEREAS, pursuant to Section 76-3-501(1) of the Montana Code Annotated, a board of county commissioners must adopt subdivision regulations for the county. Pursuant to Section 76-3-503 of the Montana Code Annotated, to adopt subdivision regulations, a board should receive a recommendation from the planning board, pass a resolution of intent to adopt the regulations, set a public hearing, provide notice of the public hearing, hold the public hearing, consider public comments and the recommendation and pass a resolution to adopt the regulations.

WHEREAS, the Yellowstone County Board of County Commissioners has exercised subdivision jurisdiction around the City of Laurel. The Board has only been able to find limited documentation as to its authority to exercise subdivision jurisdiction in the area. To reassert its subdivision jurisdiction in the area, the Board has decided to adopt the existing subdivision regulations in the area. The City of Laurel / Yellowstone County Planning Board made a recommendation to the Board on the adoption of the regulations. The Planning Board recommended the Board adopt the regulations.

WHEREAS, on November 28, 2023, the Yellowstone County Board of County Commissioners requested the City of Laurel / Yellowstone County Planning Board provide it with a recommendation on the adoption of the existing subdivision regulations for the area around the City of Laurel. On March 8, 2024, the Planning Board provided the County with a recommendation to adopt the regulations. On April 2, 2024, the Board passed a resolution of intent to adopt the regulations and set a public hearing on the adoption for April 23, 2024. On April 5, 2024 and April 12, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On April 23, 2024, the Board held a public hearing on the adoption. The Board heard comments on the adoption. The Board considered the comments and the recommendation of the Planning Board. The Board determined that it would be in the best interest of the public to adopt the regulations.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners adopts the existing subdivision regulations for the area around the City of Laurel. Attached is a copy of the map, and regulations. The map and regulations supersede all prior maps and regulations and shall remain in effect until superseded by other maps and or regulations. In 2025, after the Montana Legislative session, the administrator of the subdivision regulations in the area shall review the changes to the subdivision statutes and the regulations and make a recommendation to the Board as to any changes to the regulations required by the changes to the statutes.

Passed and Adopted on the 23rd day of April 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

Map
Regulations
Recommendation

B.O.C.C. Regular

Meeting Date: 04/23/2024

SUBJECT: Zone Change 723 - 1604 S 48th St W - RR1 to C3

THROUGH: Wyeth Friday

FROM: Nicole Cromwell

TOPIC

County Zone Change 723 - RR1 to C3 - This is a zone change request for property generally located at 1604 S 48th St West. This is the location of the Green Bee Dispensary (marijuana cultivation and retail sales) and for Yellowstone Basin Construction. The current zoning is Rural Residential 1 (RR1). Neither use on the property is conforming to the current zoning. The proposed zoning is General Commercial (C3). The property is legally described as C/S 2224 Parcel 2B, of amended Lot 2, a 2-acre parcel of land. The intent of the zone change is to allow two existing businesses to continue in conformance with the County zoning. The County Commissioners adopted a resolution in October 2023 (Res. No 23-116) that requires this marijuana dispensary location to come into conformance with County zoning on or before October 3, 2024. This requires either a zone change or a relocation of the dispensary to a conforming zone district.

REQUEST

RECOMMENDATION

The Zoning Commission conducted a public hearing on April 8, 2024, and is recommending denial based on findings of the 11 review criteria for Zone Change 723.

APPLICATION DATA

OWNER: J.Doucette and J. Brosovich

AGENT: Neil Kiner

LEGAL DESCRIPTION: Parcel 2B of C/S 2224 Amended

ADDRESS: 1604 & 1644 S 48th St W

CURRENT ZONING: Rural Residential 1 (RR1)

EXISTING LAND USE: Green Bee Dispensary and Yellowstone Basin Construction and one residence

PROPOSED USE: Same

SIZE OF PARCEL: 2 acres

CONCURRENT APPLICATIONS

None.

APPLICABLE ZONING HISTORY

There is no zone change history for the subject property. The property was originally zoned Agriculture (A) in the county in 1973. In 2020, the County adopted new zoning regulations and maps to correspond to the new zone districts. The subject property was updated from Agriculture (A), which requires a 10-acre minimum lot area and a primary use for agriculture, to the Rural Residential 1 (RR1) zone district. The RR1 zoning district allows residential uses on lots of 1 acre up to 2.99 acres. The lots to the north and west of the subject property were also updated to RR1. This appeared to be an appropriate zoning district given the size of the property and the actual development on the property at the time.

Several property improvements were done between 2019 and the present to build and remodel structures for commercial uses. The existing home is still used as a residence. The residence is not occupied by either the owner or the agent. Similar zone change requests for property on arterial streets with adjacent rural residential uses are summarized in a zone history table attached to this report.

SURROUNDING LAND USE & ZONING

- NORTH: Zoning: RR1
Land Use: Vacant and single family rural residences
- SOUTH: Zoning: Planned Development - Underlying Neighborhood Commercial (PD-NC)
Land Use: Land Design and Canyon Creek Nursery
- EAST: Zoning: Agriculture
Land Use: Farmstead and grazing
- WEST: Zoning: RR1
Land Use: Single family rural residences

BACKGROUND

The parcel is owned by Jeremiah Doucette and Jake Brosovich. Two businesses occupy the property: Yellowstone Basin Construction (Jake Brosovich) and The Green Bee, a marijuana cultivation and dispensary owned by Neil Kiner (agent). The parcel was purchased from Larry Armstrong in 2018 when it was zoned Agriculture-Open Space (A-1). Mr. Armstrong sold the property after Land Design and the Canyon Creek Nursery, directly south of the subject property, received its zone change from A-1 to Planned Development with underlying zoning of Neighborhood Commercial.

The dispensary was established some time in 2018 or 2019, with the construction company locating equipment and storage on the property soon afterward. It is unknown whether the existing home is occupied. Between 2018 and 2021, the state of Montana did not require any local approval or notice of compliance with local regulations for marijuana sales or cultivation. The state law was changed following a successful ballot initiative in November 2020, to legalize the adult use of marijuana for any reason. In 2021, the state began to require local confirmation that marijuana uses were in an approved location. At that time, the County had a resolution in place that restricted marijuana "storefronts" (Res 11-71) based on previous state law provisions for cultivation and sales of medical marijuana.

In September 2021, the County decided it was important to have local zoning regulations to guide where marijuana businesses could or could not be located, acknowledging the existing 2011 resolution was no longer effective. The County Commissioners adopted "interim zoning regulations" in November 2021. Interim zoning is intended as a placeholder while the issue is studied, and final regulations can be crafted. There is a two-year time limit for interim regulations to be in place. The County adopted final zoning regulations in November 2023. The County also adopted a "sun-setting" resolution (23-116) for locations in the County that were noncompliant with zoning districts. This location is one of the six locations named in the resolution that are in noncompliant zone districts. The deadline for compliance with zoning districts is October 3, 2024.

The West Billings Neighborhood Plan was adopted by the County Commissioners and the City Council in 2001. In addition, the county adopted a county-wide growth plan in 2008. Both plans have goals and objectives that apply to this request for a zone change. Two parcels north of Hesper Rd on both sides of S 48th St West have been approved for commercial zoning in the last 10 years. This includes the storage unit parcel at 1455 S 48th St W, and the vacant parcels on the west side of S 48th St W in the Whitehorse Subdivision. Both properties were updated in the 2020 zoning update from Community Commercial to Heavy Commercial (CX) based on the existing use and planned uses on those parcels. The West Billings Plan encouraged the location of commercial zones and use at intersections of arterial streets. Hesper and S 48th St W are both designated arterial streets. The 2008 County growth plan indicated the need to provide predictable land use decisions based on the compatibility of uses with

consideration of the character of the location and adjacent uses. A retail business and a construction firm are both allowed uses in the C3 zone, and may be compatible with the adjacent uses. It appears the owners have installed a vegetative buffer yard where the rear of the property adjoins the residential lots to the north and west.

Compatibility is best maintained when new construction or uses are approved through the County Zoning Compliance permit system. The new C3 zone district requires building and siting standards that will require attention to detail along the property boundaries, the street frontage and within any parking areas for customers. The new zoning code takes into account the adjacent development and zoning for any required landscaping and screening. Any new construction or site development requires a zoning compliance permit and an approved landscaping plan. The applicant has no immediate plans for any new development of the site.

The planning staff reviewed the application and the eleven review criteria for zone changes in the County. The planning staff recommended approval to the Zoning Commission. The Zoning Commission did not concur with this finding. The Zoning Commission's findings are in the following Summary section along with the staff's findings that were not accepted. The staff's findings are in italics. Several surrounding property owners have objected to the zone change, although the County did not receive any prior complaint about the uses of the property prior to the application for the zone change.

SUMMARY

The County Commissioners shall consider the findings as recommended by the Zoning Commission as follows:

1. Is the new zoning designed in accordance with the Yellowstone County 2008 Growth Policy?

The proposed zoning does not comply with the following goals of the Yellowstone County 2008 Growth Policy and area plans:

- Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans

The proposed zoning is directly adjacent to the Rebecca Estates neighborhood on Amber Lane. Although the property has access and frontage on S 48th St West, an arterial street, the location shares boundary lines with two existing developed residential lots and one undeveloped lot that is zoned for residential use. Zoning the property for general commercial uses is not predictable and is not consistent with the neighborhood character. It is not consistent with the West Billings Neighborhood Plan that indicated this area is preferred for rural residential development.

The planning staff recommended this finding:

The proposed zoning does comply with the following goals of the Yellowstone County 2008 Growth Policy and area plans:

Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans.

This zone change would allow for two existing commercial businesses to conform to zoning in a location along an arterial street. The uses allowed within the proposed zone are appropriate at this location given the site development restrictions and the other requirements for commercial zones adjacent to residential zones. This is consistent with the West Billings Neighborhood Plan and the neighborhood character and the 2008 County Growth Policy.

Goal: New developments that are sensitive to and compatible with the character of adjacent development.

This property is adjacent to commercial uses to the south and within 500 ft of a major arterial intersection. The intended uses are compatible with some of the surrounding uses.

2. Is the new zoning designed to secure from fire and other danger?

The Zoning Commission finds the proposed zoning and existing uses pose challenges to providing protection from fire and other public safety dangers.

The planning staff recommended this finding:

The subject property is currently served by the Billings Urban Fire Service Area (BUFSA). The nearest fire station is located at 54th Street West and Grand Avenue (Station #7) about 3.9 miles north and west of the subject property. The fire service is likely aware of the cultivation and processing facility for the Green Bee. The state licensing division requires compliance with state building and fire codes for these locations.

3. Will the new zoning facilitate the provision of transportation, water, sewerage, schools, parks and other public requirements?

Transportation: Development under the new zoning will not increase traffic on 48th Street West and Hesper Road. There is no proposed new development, just retention of the existing businesses. There is a concrete parking pad in front of the retail business and most of the construction storage and parking is to the rear of all structures.

Water and Sewerage: The property will be served by a septic system and on-site water (cisterns or wells). The City of Billings' public utilities are not available and are not intended to be extended to this area for more than 5 years.

Schools and Parks: The proposed zoning would not have any impact on schools or parks. The zoning does not anticipate any residential development and no parks are within the vicinity of the property.

Fire and Police: The subject property is serviced by the Billings Fire Department (BUFSA) and the Yellowstone County Sheriff's Department. No new development is planned at this time.

4. Will the new zoning promote health and general welfare?

The Zoning Commission finds the proposed zoning and existing use does not promote public health and general welfare. Testimony received from surrounding owners indicated the open storage of debris from the cultivation operation, intense odors from the property, and outside storage of waste oil and similar unknown materials that may be hazardous to surrounding groundwater quality.

The planning staff recommended this finding:

The new zoning will allow existing development of property to conform to the zoning district. It is adjacent to an existing commercial use (south) and within 500 feet of the intersection of two arterial streets in the County. Residential uses are to the north and west of the subject property. The zoning is not expected to have a negative effect on the health and general welfare of the area.

5. Will the new zoning provide adequate light and air?

The proposed zoning would require minimum setbacks, maximum building heights and maximum lot coverage. The maximum building height in the C3 zoning district is 60 feet, although a structure of this height would require more fire protection than is currently available. These requirements should allow adequate light and air to reach the subject property and adjacent properties.

6. Will the new zoning affect motorized and non-motorized transportation?

The proposed zoning itself will not generate more traffic on any of the adjacent streets. Pedestrian traffic in the area is limited due to high-speed arterials, no pedestrian facilities, and large-lot residential development. The 2017 Bikeway and Trail Master Plan Update indicates 48th Street West and Hesper Road should provide separate and shared paths and/or on-street bike lanes when they are reconstructed or modified in the future.

7. Will the new zoning be compatible with urban growth in the vicinity?

The Zoning Commission finds the proposed zoning is not compatible with urban growth in the vicinity. The nearby development of the new city reservoir and several large residential developments are not compatible with the proposed zoning and uses allowed in this zoning.

The planning staff recommended this finding:

The proposed zoning is compatible with nearby urban zoning and development. However, lack of water and sewer infrastructure is likely to limit the types of development that may be supported on the property in the C3 zoning district. The proposed zoning and development are consistent with the area.

8. Does the new zoning consider the character of the district and the suitability of the property for

particular uses?

The Zoning Commission finds the proposed zoning does not consider the character of the residential area to the north and west and the property is not suitable for some of the uses allowed within the C3 zone district.

The planning staff recommended this finding:

The subject property is in an area that is primarily agricultural with a few small residential subdivisions, Land Design and Canyon Creek Nursery (south) and personal warehouse storage to the northeast.

The property is suitable for C3 uses with access directly from an arterial street and no right of way connection to neighborhood uses. The two commercial uses of the property have existed for several years and have not resulted in complaints from adjacent owners.

9. Will the new zoning conserve the value of buildings?

The Zoning Commission finds that surrounding buildings and property marketability will not be conserved with the proposed zoning. This includes both the existing uses and the potential future uses of the property.

The planning staff recommended this finding:

The new zoning will allow the commercial and residential uses to conform to the zoning district. This will conserve the investment made in these commercial structures. No new structures or developments are contemplated at this time. Placing the existing uses in the correct zone will add more predictability to the area.

10. Will the new zoning encourage the most appropriate use of land in Yellowstone County?

The Zoning Commission finds the proposed zoning will not encourage the most appropriate use of land in this location in the County. The principal adjacent uses are residential and agriculture. Proposing commercial zoning in this area is not appropriate.

The planning staff recommended this finding:

The property is suitable for some of the uses allowed in the C3 zoning district. Without access to public utilities, many of the higher intensity uses could not be developed, such as restaurants. The C3 zoning for this location adjacent to the Canyon Creek Nursery and Land Design office is an appropriate use for the land. Certain uses that generate high traffic, such as restaurants and retail uses, are not possible in this location without annexation and the provision of public water and sewer. The property is suitable for the existing development. This area has been zoned agricultural and residential since 1973. This is an appropriate use of land in this area of the County.

11. Will the new zoning be as compatible as possible with adjacent zoning in the City of Billings?

The proposed zoning is close to the City of Billings and is compatible with the typical urban development close to an arterial intersection.

RECOMMENDATION

The Zoning Commission recommends denial and adoption of the proposed findings of the 11 review criteria for Zone Change 723.

Attachments

[Zoning Map and Site photos ZC 723](#)

[Chart of Zoning History ZC 723](#)

[Application and Letter ZC 723](#)

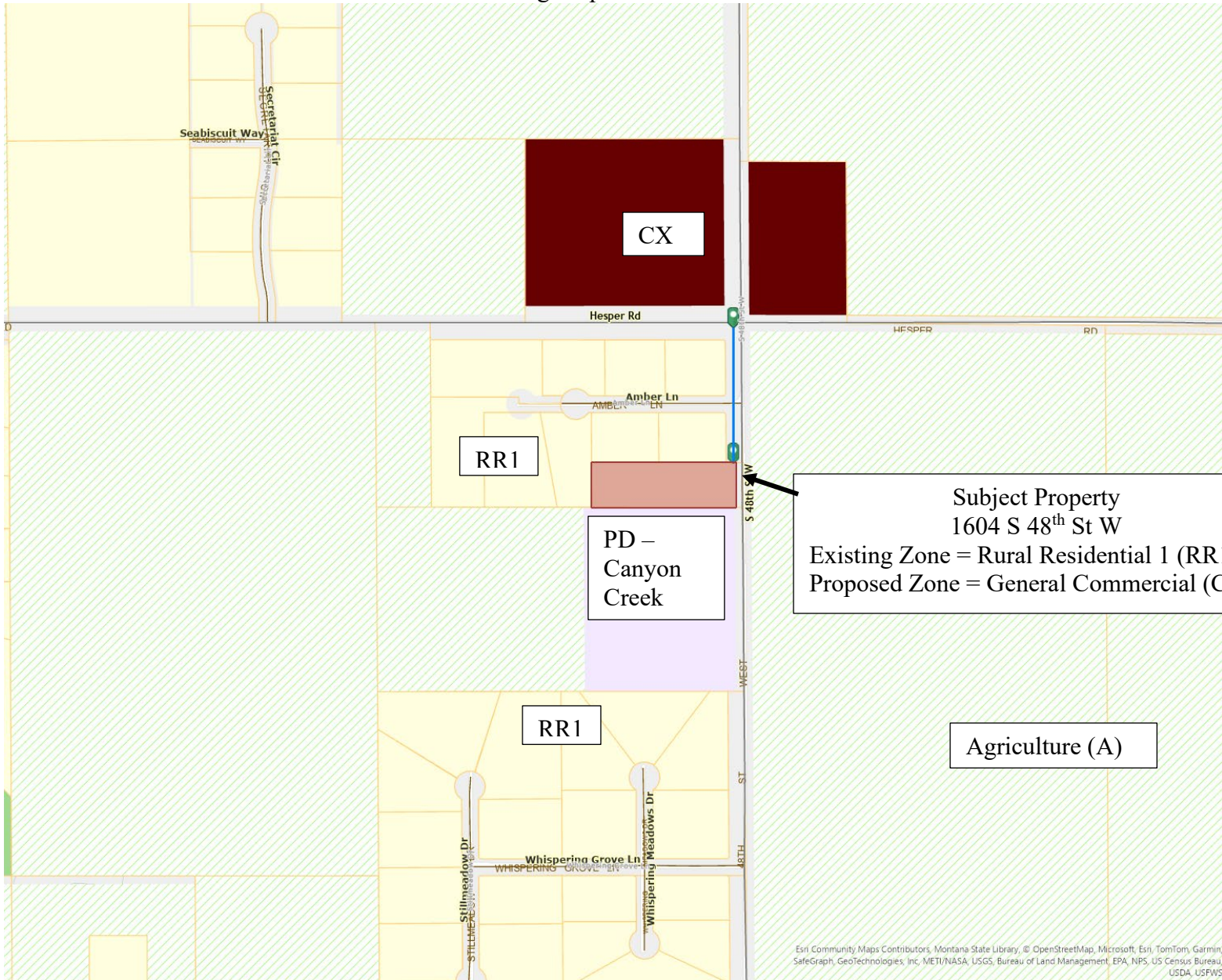
[Pre application info ZC 723](#)

[Public Comment as of April 10 ZC 723](#)

[BOCC Res No. 23-25](#)

[BOCC Res No. 23-116](#)

Zone Change 723 – 1604 S 48th St W – RR1 to C3
Zoning Map and Site Photos



Subject Property
1604 S 48th St W
Existing Zone = Rural Residential 1 (RR1)
Proposed Zone = General Commercial (C3)

Agriculture (A)

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Subject Property view from S 48th St W



View of The Green Bee retail building



View north on S 48th St West



View south on S 48th St W



View east across S 48th St W



View to the northwest of the subject property



View south and west from Amber Lane to subject property

APPLICABLE ZONING HISTORY
Zone Change 723 – 1604 S 48th St W – RR1 to C3

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
1604 S 48 th St W	None				Zone was Agriculture-Open Space (A-1) 2020 update to Rural Residential 1 (RR1)
COUNTY DISTRICTS	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
150 Garden Avenue	656	4/28/2015	R150 to CC	Yes	2020 Update zone is C3
159 Garden Avenue	661	7/28/2015	R150 to CC	Yes	2020 Update to RR3
Rimrock & 62 nd St W	667	12/29/2015	R96 to CC	Yes	2020 Update to CMU1 (annexed)
3329 Driftwood Lane (former Lockwood Fire Station)	670	4/5/2016	R96 to CC	Yes	2020 Update to Heavy Commercial (CX)
743 Calhoun Lane	678	4/4/2017	R96 to EGC	Yes	2020 Update to CMU1 (annexed)
Whitehorse Subdivision S 48 th St & Hesper Rd	684	2/5/2018	A-1 to CC	Yes	2020 Update to CX
Canyon Creek Nursery & Land Design 1670 and 1730 S 48 th St W	685	2/6/2018	A-1 to PD-NC	Yes	Same zoning – PD zones not updated with 2020 amendments
2821 Highway 87 N	694	6/29/2019	R96 to HC	Yes	2020 update to C3
1093 Lincoln Lane	698	1/2/2020	R96 to CC	Yes	2020 update to CMU1
Grand Ave & 62 nd St W	700	6/2020	A-1 to CC	Yes	2020 update to C3
Grand Ave & 62 nd St W	705	2/27/2021	RR1 to C3	No	Expansion of C3 zone denied
2919 Old Hardin Rd	706	1/4/2022	CMU1 to CMU2	Yes	Bretz RV expansion
8522 S Frontage Rd	715	6/27/2023	A to Light Industrial (I1)	Yes	New industrial development west edge of zoning jurisdiction
705 Johnson Lane	717	9/12/2023	CMU1, N4 & RR1 to CX	Yes	Existing truck service and wash station
541 Woodland Rd	718	9/12/2023	NX1 & N4 to C3	Yes	Allow development of an RV park
547 Johnson Lane	719	8/29/2023	A to C3 and NX1	Yes	New development on land surrounding new Lockwood Fire Station
S 48 th St W and Neibauer Rd	720	10/3/2023	A to C3 and N4	Yes & C3 Withdrawn	Applicant withdrew C3 portion of request

COUNTY APPLICATION FORM

COUNTY ZONE CHANGE County Zone Change # 723 - Project # PZX-24-00098

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the Yellowstone County Unified Zoning Regulations.

Present Zoning: RR1

Proposed Zoning: C3,

Property Tax ID # D00769D

COUNTY COMMISSIONER DISTRICT #1 John Ostlund

Legal Description of Property: S21, T01 S, R25 E, C.O.S. 2224, PARCEL 2B, AMD L 2 (2.00 AC)

Address or General Location (If unknown, contact County Public Works): 1604 South 48th Street West; Billings, MT 59106

Size of Parcel (Area & Dimensions): 2 Acres

Present Land-Use: Commercial - Yellowstone Basin Construction & Green Bee co-lease the parcel

Proposed Land-Use: Maintain present use

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

Owner(s) Jeremiah Doucette
(Record Owner)

2409 Nina Clare Rd; Billings, MT 59106

(Address)

(406) 670-6097

doucette@bresnan.net

(Phone Number)

(email)

Agent(s): Neil Kiner
(Name)

1432 Teton Ave; Billings, MT 59102

(Address)

(406) 850-0461

neil@secondnature.consulting

(Phone Number)

(Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Neil Kiner Digitally signed by Neil Kiner
Date: 2024.02.27 10:50:43 -07'00' Date: _____
(Record Owner – Digital Signature Allowed)



Yellowstone County Commissioners and Staff.

I am respectfully requesting a zone change on county parcel, located at 1604 South 48th Street West. This request is to change from the current Rural Residential designation to a C3 zone designation. I will briefly explain why our request for zone change has been submitted.

The Green Bee began leasing the property at 1604 South 48th St. West in September of 2018, signing a five year lease with the property owner. Prior to signing the lease, Neil Kiner spoke with Nicole Cromwell about locating a medical cannabis business at said property. Nicole affirmed that the property was located in the county and zoned A-S, Agriculture Suburban. As such, she said the use was allowed by right, as she considered medical cannabis providers to be a home occupation. This allowed for retail operations to exist legally on this parcel at that time. The production and manufacturing aspects of the business were also allowed by right through the definition of agricultural uses. No zoning restrictions were in place for cannabis sales or production. This is the information provided to Neil Kiner in 2018.

The lease was signed and the business was established on the property.

On November 10 of 2020, the county commissioners adopted a new regulating ordinance, known as Re-Code (effective as of 12/15/2020). At that time, a revised zoning map was adopted. This map changed the zoning of the parcel at 1604 South 48th St. West – from Agriculture-Suburban to Rural Residential. No communication from the county was received by us, as renters and users of this property. There was no publicly posted sign or other notice of this zone change in 2020. Upon the covert adoption of the revised zoning, we have been zoned out of compliance, and are now being told we are considered an illegal business. But nothing about our operation or site has changed since we were considered a legal, conforming business.

Relocation of the business is not a feasible option. We have actively sought suitable property, but have only found that it takes well more than \$1,000,000 in cash to find a new location for the business.

We are seeking a zone change to be allowed to continue business activities as we have in the past 5 years. We have faithfully relied upon information provided to us by city/county planning staff to invest in this property and establish this business on this property.

Warmly,

Neil Kiner

YELLOWSTONE COUNTY

Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form on-line and any attachments along with a completed zone change application form, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: Rural Residential 1 - RR1 _____
2. Written description of the Zone Change Plan including square footage or acres of proposed new zoning: Subject Parcel is 2 acres.

3. Subject Property Map: please attach to this form
4. Legal Description of Property: S21, T01, R25E, C.O.S. 2224, Parcel 2B Amd L:2 (2 ac) _____
5. Roster of persons who attended the pre-application neighborhood meeting: please attach to this form
6. A copy of the meeting notice. please attach to this form
7. A brief synopsis of the meeting results. please attach to this form
8. The undersigned affirm the following:
 - a) The pre-application neighborhood meeting was held on the 22, day of February , 2024.
 - b) The zone change application is based on materials presented at the meeting.

Owner (s): Jeremiah Doucette

Telephone: (406) 670-6097

Address: 2409 Nina Clare Rd.; Billings, MT 59102

Email: doucette@bresnan.net

Agent (s): Neil Kiner

Telephone: (406) 850-0461 _____

Address: 1432 Teton Ave; Billings, MT 59102

Email: neil@secondnature.consulting



Feb. 22, 2024

Green Bee Zone Change.

Print Name

Neil Kiner.

Brian Duke 861-9002

KARA DUKE

Steve Redinger (letter left)

Connie Paulson

Randy Paulson

Cecilia Samuelson



Zone Change Request Pre-Application Neighborhood Meeting Feedback
5:00 pm February 22, 2024 – Meadowlark Brewery

Attendees: Brian & Kara Duke - 4852 Amber Lane
 Randy & Connie Paulson 4860 Amber Lane
 Curt Samuelson 4824 Amber Lane

 Stever Redinger 4845 Amber Lane
 Steve was not in attendance, but wrote letter

Brian spoke most frequently. He started by saying he enjoys visiting with our gardener. They maintain a good relationship, often visiting and playing with dogs. He then spoke about the smell of cannabis and asked that more effort be provided by the Green Bee in odor control.

Kara spoke briefly about purchasing their home in 2018 and their need to preserve the value of the home and property. Neil spoke and explained that this zone change is also an effort to preserve the value of the businesses utilizing the property.

Randy and Connie mentioned that a piece of loose plastic on the greenhouse often flaps in the wind and they would appreciate that being trimmed off.

Neil thanked everyone for their attendance.

Respectfully Submitted,

Neil Kiner

Steve Redinger



4845 Amber Lane
Billings, Montana 59106-3777
(406) 698-2904
sadlem@bresnan.net

February 12, 2024

RE: Requested Zone Change Parcel ID 03092621117010000

To Whom It May Concern:

I am out of town and unable to attend the informational meeting held on February 22, pertaining to this parcel. However I wish to voice my disapproval of this request to change the zoning to C3, as I do not believe that doing so fits with the neighborhood and would detract from the peaceful enjoyment of my property at 4845 Amber Lane.

Thank you.



Steve Redinger

Erika Guy

From: wapiti375@bresnan.net
Sent: Wednesday, March 6, 2024 9:04 PM
To: BOCC
Subject: Green Bee Zoning Request

County Commissioners,

My name is Brian Duke. I live at 4852 Amber Lane, Billings, MT 59106. I am reaching out to you in regard to the Green Bee Marijuana operation at 1644 48th Street West. The property is next to mine and is owned by Jay Doucette and is leased by Neil Kiner for his marijuana grow operation and store front. Mr. Kiner has reached out to myself and my neighbors with regards to zoning changes that have occurred and zoning changes he is requesting. I have serious concerns about this operation, as it produces a very pungent odor that is very displeasing to my family and my guests. He claims to have proper ventilation, but the odor is very persistent. I also do not understand how his tax structure is of any benefit to our Elder Grove School District. As well, I do not understand how his business storefront is able to meet guidelines with being a garage that does not even have a bathroom. Mr. Kiner met with a group of us recently and took notes to turn in for the zoning request. My wife and I and two of our neighbors in attendance are adamantly opposed to this business and its proximity to our neighborhood. I would like this email to be a record of my opposition to this business and zoning request.

I can be available for comment at any time and would like to be notified if there will be a comment period for this zoning request.

Thank you,

Brian T. Duke
4852 Amber Lane
Billings, MT 59106
406-861-9002

Erika Guy

From: randycon1984@gmail.com
Sent: Thursday, March 7, 2024 4:02 PM
To: BOCC
Subject: Green Bee Zoning Change Request

County commissioners,

My name is Randy Paulson. I live at 4805 Amber Lane, Billings MT, 59106. I am reaching out to you regarding the Green Bee Marijuana operation at 1644 48th St West. The property is across the street from my wife and I, and is owned by Jay Doucette and is leased by Neil Kiner for his marijuana grow operation and storefront. Mr. Kiner reached out to everyone on our street with regards to his zoning change request. We had a casual meeting where we and two other neighbors met with him and his wife to voice our concerns. We have serious concerns about this operation. They claim to have proper ventilation, but the smell is VERY strong and long lasting. When this happens, you can't really be outside, it is that strong. We also don't believe they have a restroom in the storefront (which is really just a garage). They have piles of dead plants outside, and other debris. We are concerned for the value of our property, and also wonder if the business is contributing to the taxes for Elder Grove School. I would like this email to be a record of my strong opposition to this business and zoning change request. If possible, I would like to be notified if there will be a comment period at any county commissioner meetings.

Thank you for your time,

Randy Paulson
4805 Amber Ln
Billings, MT 59106
406.208.9357

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23- 25

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

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

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

NOW THEREFORE, BE IT RESOLVED,

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

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

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


John Ostlund, Chair


Mark Morse, Member


Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Attachment:
List of Nonconforming Recreational Marijuana Providers

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23-116

Resolution to Allow Time for Compliance with Marijuana Zoning Regulations

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

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

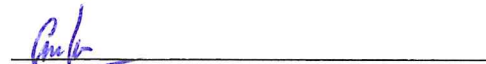
NOW THEREFORE, BE IT RESOLVED,

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

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

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


John Ostlund, Chair


Mark Morse, Member


Donald W. Jones, Member

ATTEST:


Jeff Martin, Clerk and Recorder

List of Providers

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

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 11- 71

Resolution to Adopt Yellowstone County Medical Marijuana Providers Regulations

WHEREAS, the 2011 Montana Legislature passed the Montana Marijuana Act, Senate Bill (SB) 423, with most sections effective July 1, 2011, which extensively changes the regulation of medical marijuana, including the option granted to local governments to prohibit storefront medical marijuana facilities to operate beyond July 1, 2011 and to protect the public health, safety, or welfare;

WHEREAS, the Yellowstone County Board of County Commissioners has deemed it appropriate to use its legislative discretion pursuant to Section 13 of Senate Bill 423 to immediately prohibit medical marijuana providers and marijuana-infused providers from operating as storefront businesses beyond July 1, 2011;

WHEREAS, the Montana Legislature has enacted Section 45-9-109, MCA that affords schools and their children special protective status from the illegal distribution of dangerous drugs;

WHEREAS, there are prohibitions against selling alcoholic beverages and conducting gambling operations within defined distances of certain properties that are afforded special protections in Montana; (Section 27-612 (a) and (c) of the Unified Zoning Regulations of the City of Billings and Yellowstone County Jurisdictional Area; Section 16-3-306, Montana Code Annotated, Section 23-5-171, Montana Code Annotated.

WHEREAS, the Yellowstone County Board of County Commissioners has deemed it appropriate to use its legislative discretion pursuant to Section 13 of Senate Bill 423 to immediately prohibit medical marijuana providers and marijuana-infused providers from operating within 1,000 feet of a school, daycare center, child care center, school-leased property, public recreation center or public park, church, synagogue or other place of worship or youth center beyond July 1, 2011;

WHEREAS, the Yellowstone County Board of County Commissioners has determined that enactment of the prohibition against marijuana provider and marijuana-infused provider storefronts in the County and the prohibition against these operations to operate within 1,000 feet of schools, daycare centers, child care centers, school leased property, public recreation centers or public parks, churches, synagogues or other places of worship or youth centers to be necessary to protect and preserve the public peace, health, safety and welfare, the Yellowstone County Board of County Commissioners has determined this resolution is necessary to implement these prohibitions pursuant to the authority found in SB 423, Section (13) Parts (1) and (2);

WHEREAS, on Tuesday August 2, 2011, the Yellowstone County Board of County Commissioners passed a resolution of intent to adopt Yellowstone County Medical Marijuana Providers Regulations and set a public hearing on the Regulations for Tuesday August 16, 2011. On Tuesday August 2, 2011, the Yellowstone County Clerk and Recorder posted the Regulations

and made copies of it available to the public. On Thursday August 4, 2011 and Thursday August 11, 2011, the Clerk and Recorder published notice of the public hearings in the *Billings Outpost*. On Tuesday August 16, 2011, the Board held a public hearing on the Regulations. The Board heard comments on the Regulations. The Board determined that it would be in the best interest of the public to adopt the Regulations.

NOW THEREFORE, BE IT RESOLVED,

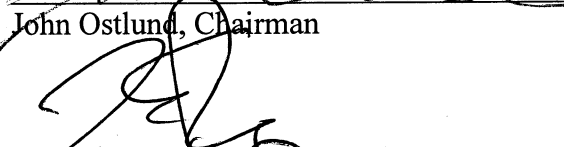
The Yellowstone County Board of County Commissioners adopts Yellowstone County Medical Marijuana Providers Regulations to regulate medical marijuana providers within Yellowstone County. Attached is a copy of the Regulations. The Regulations shall be effective immediately and shall continue until otherwise amended or repealed.

Passed and Adopted on the 16 day of August 2011.

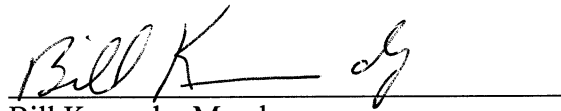
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



John Ostlund, Chairman

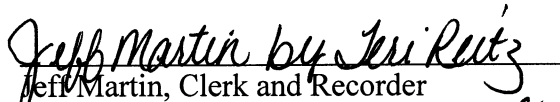


James E. Reno, Member



Bill Kennedy, Member

ATTEST:



Jeff Martin, Clerk and Recorder
Deputy Clerk &
Recorder

Yellowstone County Medical Marijuana Providers Regulations

Authority and Purpose

Pursuant to Senate Bill 423, Section 13 (2011), the Montana Legislature has given a board of county commissioners the authority to regulate medical marijuana providers within a county. Pursuant to the authority granted to it by the Legislature, the Yellowstone County Board of County Commissioners has enacted the Yellowstone County Medical Marijuana Providers Regulations to protect the public health, safety and welfare of the people in the County through the regulation of medical marijuana providers.

Prohibitions

- (1) As authorized in Section 13(2), of the Montana Marijuana Act, passed by the 2011 Montana Legislature, no individual, entity, establishment, group or company previously operating a medical marijuana business within Yellowstone County and outside the incorporated cities and towns located within the County shall operate a storefront to provide marijuana or marijuana-infused products to registered cardholders. Such individuals, entities, establishments, groups or businesses shall cease operating any storefront facility that provides marijuana or marijuana-infused products to registered cardholders after the adoption of this resolution.
- (2) For purposes of these regulations, the storefront prohibition shall include the following:
 - (a) There shall be no signs or calling attention to the medical marijuana provider's business either on the business premises or visible from a public road, sidewalk or right-of way.
 - (b) There shall be no display, evidence or activity apparent from the exterior of any sign, building or structure visible from a public road, sidewalk or right-of-way.
 - (c) Nothing in these regulations shall otherwise prohibit the advertising of the marijuana provider's business as otherwise provided for by law.
- (3) A medical marijuana provider shall not operate within a 1,000 feet of schools, daycare centers, child care centers, school leased property, public recreation centers or public parks, churches, synagogues or other places of worship or youth centers within Yellowstone County.

Penalty

A court may enjoin a person from conduct found to be in violation of the regulations. A court may not impose any criminal sanctions for a violation of the regulations. Nothing in these regulations prohibit criminal prosecution otherwise governed by Title 45, Chapter 9, Montana Code Annotated or any other provision of State or Federal law.

Enforcement

The Yellowstone County Code Enforcement Officer shall be primarily responsible for the enforcement of the regulations—however, the County Sheriff shall have jurisdiction in addition to the County Code Officer. Regulation complaints shall be forwarded to the Code Enforcement Officer. The Code Enforcement Officer shall investigate the complaints. If the Code Enforcement Officer

finds probable cause to believe that a violation has occurred, he may at his discretion either issue a warning to the person that advises the person to correct the situation or request the Yellowstone County Attorney's Office file a civil complaint to force the person to comply with the regulations. The Code Enforcement Officer shall provide the Yellowstone County Attorney's Office with the assistance it needs to successfully prosecute any civil complaint.

Jurisdiction

The regulations apply to all of Yellowstone County outside the jurisdictional limits of all incorporated cities and towns within Yellowstone County.

Definitions

"Day care center" or "child care center" means a person, association, or place, incorporated or unincorporated, that provides day care for 13 or more children on a regular or irregular basis or for children suffering from illness. The term includes a family day-care home, a day-care center, a group day-care home, or other facility providing care in a child's home for the purpose of meeting registration requirements for the receipt of payments provided in Section 52-2-713, MCA. The term does not include any those operations listed in Section 52-2-703 (4)(a) and (b).

"Marijuana" has the meaning provided in 50-32-101.

"Marijuana-infused product" means a product that contains marijuana and is intended for use by a registered cardholder by a means other than smoking. The term includes but is not limited to edible products, ointments, and tinctures.

"Marijuana-infused products provider" means a Montana resident who meets the requirements of [§§ 1 – 23 of S.B. 423 (2011)] and who has applied for and received a registry identification card to manufacture and provide marijuana-infused products for a registered cardholder. The term does not include the cardholder's treating or referral physician.

"Provider" means a Montana resident 18 years of age or older who is authorized by the department to assist a registered cardholder as allowed under [§§ 1 – 23 of S.B. 423 (2011)]. The term does not include the cardholder's treating physician or referral physician.

"Public Park" or "Park" means publicly owned open spaces designed for recreational activities that are characterized by unique scenery or other natural features of an aesthetic, historical, geological, archaeological or scientific nature or are designated as a "Park" by any governmental agency or are designated as such on a public record.

"Registered premises" means the location at which a provider or marijuana-infused products provider has indicated the person will cultivate or manufacture marijuana for a registered cardholder.

"Registered cardholder" or "cardholder" means a Montana resident with a debilitating medical condition who has received and maintains a valid registry identification card.

"Storefront" shall mean any commercial establishment, structure, vehicle, or building that is accessible or visible from a public road, sidewalk or right-of-way.

“School” means an institution for the teaching of children that is established and maintained under the laws of the state of Montana at public expense or is privately funded and licensed, certified or accredited by the State of Montana.

“Youth center” means any facility that’s primary purpose is to provide for a place of gathering of minors for recreation or social activities.

History of Adoption

Chronology

Resolution of Intent – August 2, 2011

1st Publication and Posting of Notices for Public Hearing – August 4, 2011

2nd Publication of Notices of Public Hearing – August 11, 2011

Public Hearing and Resolution – August 16, 2011

Resolution Documents

Regulations

Resolution of Intent

Minute Meetings for Resolution of Intent

Notice of Public Hearings

Affidavit of Publication and Posting of Hearings

Minute Meetings for Hearing, Vote and Resolution

Resolution

Prior Medical Marijuana Regulations

The Yellowstone County Board of County Commissioners has not adopted a prior Yellowstone County Medical Marijuana Providers Regulations

Applicable Montana Code Annotated

Senate Bill 423, Section 13 (2011)

(1) To protect the public health, safety, or welfare, a local government may by ordinance or resolution regulate a provider or marijuana-infused products provider that operates within the local government’s jurisdictional area. The regulations may include but are not limited to inspections of locations where marijuana is cultivated or manufactured in order to ensure compliance with any public health, safety, and welfare requirements established by the department or the local government.

(2) A local government may adopt an ordinance or resolution prohibiting providers and marijuana-infused products providers from operating as storefront businesses.

Passed and Adopted on the 16 day of August 2011. Effective Immediately.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

[Signature]
John Ostlund, Chairman

[Signature]
James E. Reno, Member

[Signature]
Bill Kennedy, Member

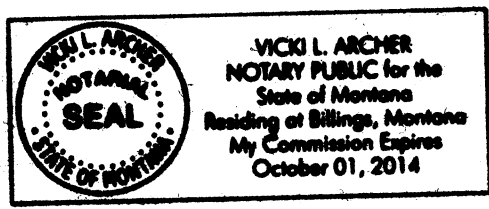
ATTEST:

[Signature]
Jeff Martin, Clerk and Recorder
Deputy Clerk & Recorder

State of Montana }
 ss.
County of Yellowstone }

On August 16, 2011, John Ostlund, Bill Kennedy and James E. Reno, members of the Yellowstone County Board of County Commissioners, and Jeff Martin*, the Yellowstone County Clerk and Recorder, acknowledged to me that they executed the attached Yellowstone County Medical Marijuana Providers Regulations on behalf of Yellowstone County in their official capacities as Board Members and the Clerk and Recorder. **by Jeri Reitz, Deputy Clerk & Recorder*

[Signature]
Printed Name: Vicki L. Archer
Notary Public for the State of Montana
Residing at Montana
My commission expires: 10/01/14



B.O.C.C. Regular

1. a.

Meeting Date: 04/23/2024

Title: FY24 County Compensation Board

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 24-74 Mandating the Annual Formation of the County Compensation Board and Providing a Mechanism for Making Appointments and Noticing Public Hearings

BACKGROUND:

Scheduling dates for hearings.

RECOMMENDED ACTION:

Approve.

Attachments

Res. Mandating Annual Formation of the County Compensation Board

YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

Resolution Mandating the Annual Formation of the County Compensation Board and Providing a Mechanism for Making Appointments and Noticing Public Hearings

WHEREAS, pursuant to § 7-4-2503 of the Montana Code Annotated, the Board of County Commissioners shall annually form a County Compensation Board to recommend to the Board of County Commissioners a compensation schedule for elected county officials;

WHEREAS, the law mandates that the Compensation Board must hold at least two public hearings before forwarding a recommendation for elected officials' pay to the Board of County Commissioners;

WHEREAS, the Board of County Commissioners is vested with the authority and responsibility to appoint members of the County Compensation Board annually;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners shall appoint the following members by Resolution pursuant to §7-4-2503 of the Montana Code Annotated:

- 1) All three County Commissioners;
- 2) Three County officials other than the County Attorney;
- 3) The County Attorney;
- 4) Two to four residents of the County to staggered three-year terms.

The County Compensation Board may take the following into account when making a recommendation to the Board of County Commissioners for elected officials' salaries:

- 1) Salaries paid to comparable officials in other Montana counties, other states, state government, federal government and private enterprise;
- 2) County variations, including population, the number of residents living in unincorporated areas, assessed valuation, motor vehicle registrations, building permits and other factors considered necessary to reflect the variations in the workloads and responsibilities of county officials as well as the tax resources of the county.

The Board of County Commissioners shall appoint the Compensation Board by Resolution each year and shall cause a Resolution of Intent to be enacted each year setting the dates for public hearings directing Clerk of Court to publish Notice of said dates.

DATED this 23rd day of April 2024.

YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

Chairperson

Commissioner

Commissioner

ATTEST:

Jeff Martin, Clerk & Recorder

B.O.C.C. Regular

1. b.

Meeting Date: 04/23/2024

Title: Resolution of Intent for the Purpose of Convening County Compensation Board

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 24-75 of Intent for the Purpose of Convening a County Compensation Board to Hold Two Public Hearings to Recommend Elected Officials' Compensation for FY2025 to the Yellowstone County Board of Commissioners - Setting the Public Hearings for Tuesday May 14, 2024 and Tuesday June 4, 2024 at 10:00 in Room 3108

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Res. of Intent for Convening a Compensation Board

YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

Resolution of Intent for the Purpose of Convening a County Compensation Board to Hold Two Public Hearings to Recommend Elected Officials' Compensation for FY2025 to the Yellowstone County Board of Commissioners

WHEREAS, §7-4-2503, MCA mandates the formation of a County Compensation Committee to annually recommend elected officials' salaries to the Yellowstone County Board of Commissioners;

WHEREAS, §7-4-2503, MCA mandates that the recommendation be made following public hearings;

WHEREAS, the Yellowstone County Board of Commissioners is vested with the authority to appoint a County Compensation Board in accordance with §7-4-2503, MCA;

BE IT THEREFORE RESOLVED by the Yellowstone County Board of Commissioners that the Yellowstone County Clerk and Recorder shall publish twice in the *Yellowstone County News* a Notice of Public Hearings to be conducted by the Compensation Board on **May 14, 2024** and **June 4, 2024** in the **Stillwater Building** at 316 North 26th Street (3rd Floor) Room 3108, Billings, Montana at **10:00 A.M.**

IT IS FURTHER RESOLVED by the Board of County Commissioners that the Clerk and Recorder shall receive written comments from the public and shall publish any comments to the Compensation Board at the public hearings.

DATED this 23rd day of April 2024.

YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

Chairperson

Commissioner

Commissioner

ATTEST:

Jeff Martin, Clerk & Recorder

B.O.C.C. Regular

Meeting Date: 04/23/2024

Title: BUFSA Resolution of Intent to Adjust Assessments

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

Resolution 24-71 of Intent to Change Assessment for Billings Urban Fire Service Area (BUFSA) and Setting the Public Hearing for Tuesday May 28, 2024 at 9:30 a.m. in Room 3108

BACKGROUND:

Resolution of Intent to set the public hearing for May 28, 2024 adjusting the fee schedule for BUFSA.

RECOMMENDED ACTION:

Approve.

Attachments

BUFSA

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-71

Resolution of Intent to Change Assessment for Billings Urban Fire Service Area

WHEREAS, pursuant to Sections 7-33-2401 through 7-33-2405 of the Montana Code Annotated, a board of county commissioners has the authority to create a fire service area.

WHEREAS, pursuant to Section 7-33-2404(1) of the Montana Code Annotated, a board may establish a schedule of fees to be charged to owners of structures and attached land and owners of undeveloped land that are benefited by the services offered by the fire service area.

WHEREAS, the board has chosen to pass a resolution of intent and set a public hearing on the fee schedule. The resolution of intent will include an assessment fee schedule to be applied to properties within the fire service area (Schedule A attached). The board shall accept comments on the fee schedule, including objections to the fee schedule. The board shall pass a resolution to enact the fee schedule.

WHEREAS, the Yellowstone County Board of County Commissioners has created the Billings Urban Fire Service Area (BUFSA). The Yellowstone County Commission manages the Fire Service Area. The County Commission wants to adjust assessment bands and related fees within the district to take into consideration reappraisals that were set by the State of Montana in 2023. This adjustment results in lower assessments for many taxpayers.

WHEREAS, the Yellowstone County Board of County Commissioners desires to pass this resolution of intent to change the rates for those properties located within the fire service area and set a public hearing on the changes in methodology and fee schedule for May 28, 2024.

WHEREAS, on May 28, 2024, the Yellowstone County Board of County Commissioners will hold a public hearing on the change fee schedule. The Board will receive written objections and both written and oral comments on the fee schedule. The Board will consider the objections and comments. If the Board finds that the fee changes are in the best interest of the public, it shall pass a resolution adopting the new fee schedule.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners shall hold a public hearing on May 28, 2024 to determine whether to change the fee schedule of the Billings Urban Fire Service Area as detailed in Attachment A as of July 1, 2024 to continue until otherwise amended. A copy of Attachment A is available in the Clerk & Recorder's Office with this Resolution 24-71 of Intent to Change Fees for the Billings Urban Fire Service Area.

The Yellowstone County Clerk and Recorder shall provide notice of the hearing, shall receive written objections and comments on the fee change and shall provide the objections and comments to the Board before the hearing. On April 26, 2024 and May 3, 2024, the Clerk and Recorder will publish notice of the hearing in the *Yellowstone County News*.

Passed and Adopted on the 23rd day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

Mark Morse, Member

Attest:

Donald W. Jones, Member

Jeff Martin

Yellowstone County Clerk and Recorder

Resolution 24-71 Attachment A

Revised Fee Schedule for BUFSA

Effective for 2024 Tax Year, July 2024	
IMPROVED PROPERTY	
Properties-Market Value	
Less than \$99,999.99	\$50.00
\$100,000.00-\$164,999.99	\$100.00
\$165,000.00-\$219,999.99	\$200.00
\$220,000.00-\$274,999.99	\$300.00
\$275,000.00-\$439,999.99	\$400.00
\$440,000.00-\$604,999.99	\$600.00
\$605,000.00-\$824,999.99	\$800.00
\$825,000.00 or more	\$1,200.00
Undeveloped Land	
\$.15 per acre, capped at \$250 per 7-33-2404(2)(b) MCA	
Exempt Properties	
Excluding undeveloped land, flat \$365 rate.	

Previous Fee Schedule for BUFSA

Effective for 2021 Tax Year, July 2021	
IMPROVED PROPERTY	
Properties-Market Value	
Less than \$20,000	\$75.00
\$20,000-\$49,999	\$75.00
\$50,000-\$99,999	\$100.00
\$100,000-\$149,999	\$150.00
\$150,000-\$199,999	\$250.00
\$200,000-\$249,999	\$300.00
\$250,000-\$399,999	\$450.00
\$400,000-\$549,999	\$600.00
\$550,000-\$749,999	\$800.00
\$750,000 or more	\$1,200.00
Undeveloped Land	
\$.15 per acre, capped at \$250 per 7-33-2404(2)(b) MCA	
Exempt Properties	
Excluding undeveloped land, flat \$365 rate.	

B.O.C.C. Regular

1. a.

Meeting Date: 04/23/2024

Title: South Central Regional Juvenile Detention Grant FY25

Submitted By: Erika Guy

TOPIC:

South Central Regional Juvenile Detention Grant FY25

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

approve or deny

Attachments

Montana Board of Crime Control Grant



Signature Page

(for current subgrantees)

Grant No.:	Click or tap here to enter text.
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The officials who sign this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable. Electronic and stamped signatures are not acceptable.

A change in any of these positions requires submission of a new signature page with ALL signers.

Original Signatures are Required			
A. Official Budget Representative			
<i>Must be a person with budget-setting authority (i.e. City/County Commissioner, Mayor, Department Head, or President of Board Directors)</i>			
Name	John Ostlund	Title	Chair, Yellowstone County Commissioners
Address	316 North 26 th Street	Billings, MT	Billings, MT 59101
Email	jostlund@yellowstonecountymt.gov	Telephone	4062562701
Date	Click or tap here to enter text.	Signature	
B. Project Director			
<i>Must be an employee of the applicant agency</i>			
Name	Valarie Weber	Title	Director TLYSC
Address	410 South 26 th Street	Billings, MT	Billings, MT 59101
Email	vweber@yellowstonecountymt.gov	Telephone	4062566825
Date	Click or tap here to enter text.	Signature	<i>Valarie Weber</i>
C. Financial Officer			
Name	Jennifer Jones	Title	Finance Director
Address	316 N 26 th St. rm 3401	Billings, MT	Billings, MT 59101
Email	jjones@yellowstonecountymt.gov	Telephone	4062562718
Date	Click or tap here to enter text.	Signature	
D. Primary Grant Activities Point of Contact			
<i>This individual does not have any authority pertaining to the grant and is simply the main point of contact for day-to-day communication. Signatures and official decision-making must come from the Official Budget Representative, Project Director, and Financial Officer.</i>			
Name	Click or tap here to enter text.	Title	Click or tap here to enter text.
Address	Click or tap here to enter text.	City/State/Zip	Click or tap here to enter text.
Email	Click or tap here to enter text.	Telephone	Click or tap here to enter text.
Date	Click or tap here to enter text.	Signature	

Date Received by MBCC: _____



Yellowstone county youth services center

Prepared by Yellowstone county Youth services Center
for Montana Board of Crime Control FY2025 Regional Juvenile Detention Grant

Primary Contact: valarie weber



Opportunity Details

Opportunity Information

Title

FY2025 Regional Juvenile Detention Grant

Description

Counties that establish regions by using the provisions of the inter-local Cooperation Act, Title 7, Chapter 11, Part 1, MCA may apply to the Montana Board of Crime Control (MBCC) for funding of detention services. \$600,873.00 will be available during the project period, depending upon availability of state funds. Because state funds are not always available immediately following the award date, applicants should prepare for this contingency.

The regional breakdown for funding is:

Western Region - \$179,781
Southwest Region - \$107,256
South Central Region - \$137,239
North Central Region - \$130,209
Eastern Region - \$46,388

To receive funds, the service must be part of the original Regional Plan with an assigned budget or amended into the plan prior to being reimbursed. The plans can be amended by approval of the Regional Detention Board and approval by MBCC. The regional authorities will be responsible for screening county costs that are not part of the most recently approved plan.

Awarding Agency Name

Montana Board of Crime Control

Agency Contact Phone

444-3605

Agency Contact Email

mthatcher@mt.gov

Opportunity Manager

Mark Thatcher

Public Link

<https://mt.amplifund.com/Public/Opportunities/Details/4d19f551-e78d-4f71-af3e-e3185b68ed9b>

Award Information

Award Period

07/01/2024 - 06/30/2025

Award Type

Non Competitive

Indirect Costs Allowed

No

Matching Requirement

Yes

Submission Information

Submission Window



03/18/2024 12:00 PM - 04/29/2024 12:00 PM

Additional Information

Additional Information URL

<http://mbcc.mt.gov/AmpliFund>



Project Information

Application Information

Application Name

Yellowstone county youth services center

Award Requested

\$137,239.00

Cash Match Requirement

\$0.00

Cash Match Contributions

\$124,739.00

Total Award Budget

\$261,978.00

Primary Contact Information

Name

valarie weber

Email Address

weber@yellowstonecountymt.gov

Address

410 South 26th street
Billings, Montana 59101

Phone Number

(406) 208-0518



Project Description

Program Information

Overview

Counties that establish regions by using the provisions of the inter-local Cooperation Act, Title 7, Chapter 11, Part 1, MCA may apply to the Montana Board of Crime Control (MBCC) for funding of detention services. \$600,873.00 will be available during the project period, depending upon availability of state funds. Because state funds are not always available immediately following the award date, applicants should prepare for this contingency.

The regional breakdown for funding is:

Region	Population Ages 10-17	Percent	State Allocation	Regional Allocation
Western Region	31,394	29.92%	\$600,873	\$179,781
Southwest Region	18,727	17.85%	\$600,873	\$107,256
South Central Region	23,973	22.84%	\$600,873	\$137,239
North Central Region	22,741	21.67%	\$600,873	\$130,209
Eastern Region	8,103	7.72%	\$600,873	\$46,388
Totals	104,938	100.00%		\$600,873

To receive funds, the service must be part of the original Regional Plan with an assigned budget or amended into the plan prior to being reimbursed. The plans can be amended by approval of the Regional Detention Board and approval by MBCC. The regional authorities will be responsible for screening county costs that are not part of the most recently approved plan.

Project Period

Applications and all components must be submitted based upon a 12-month project period.

The project period begins July 1, 2024 and concludes June 30, 2025. Funds may not be expended or obligated prior to July 1, 2024.

Cash Match

Matching contributions cannot come from federal or state funds. All funds designated as match are restricted to the same uses as the state funds and must be expended within the grant project period. Cash match are funds from a source other than grant funds that are requested for the applicant's project. An allowable cash match must include costs which are allowable with state funds.

Required cash match percentages in the project vary based on the type of service:

- Secure Detention - 50% match
- Secure Detention Transportation - 50% match
- Non-Secure Detention - 25% match
- Electronic Monitoring - 25% match

Grant Funds Distribution



All grant funds are provided to subgrantees on a reimbursement basis, with proof of expenses incurred.

Limitations and Fund Use

For Montana-specific regulations, refer to the Montana Operations Manual.

Applicant's Acknowledgment

Program Information Provided to Applicant

- Yes, I have read the above information.



Application Instructions

Deadline

Applications must be submitted online, on or before April 29, 2024 at 12:00 p.m. noon. Applications will be submitted in AmpliFund. To mitigate any potential submission difficulties, MBCC strongly urges application submission 72 hours prior to the deadline.

Late applications will not be processed or awarded.

Schedule of Events

Submission Open Date	March 18, 2024 12:00 p.m.
Application Submission Deadline	April 29, 2024 12:00 p.m. noon
Staff Review	April 29, 2024 (ongoing)
Youth Justice Council Review	June 5, 2024 (tentative)
Board of Crime Control Approval	June 6, 2024 (tentative)
Project Start Date	July 1, 2024
Project End Date	June 30, 2025

Crime Statistics

Applicants are encouraged to utilize data to demonstrate the need to fund services in their area. Statistics on crimes reported to law enforcement in Montana are available from the Montana Board of Crime Control's (MBCC) Statistical Analysis Center (SAC) as well as the Federal Bureau of Investigation. Links to websites with publicly available crime statistics are below.

- [MBCC Statistical Analysis Center](#)
- [Federal Bureau of Investigation](#)

Proposals should focus on data directly related to the purpose of the grant program. Interactive data dashboards on the [Montana Crime Data webpage](#) provide crime statistics specific to most grant programs administered by the MBCC. These interactive dashboards provide statistics on crimes of violence, sexual assault, domestic violence, drug offenses, and rates of reported offenses by population size. Applicants should analyze and include all crime statistics that are relevant to their project and proposal.

Applicants in need of additional data or technical assistance with the data dashboards on the Montana Crime Data webpage may [submit a request the SAC](#). Applicants should be aware the SAC may need up to 5 business days to process data requests and factor that into application deadlines.

Receipt Verification

All applications submitted by the submission close date will receive an email acknowledgment. Late applications will not be processed or awarded.

FOIA Disclosure

Do not submit information or documents other than those specified in this solicitation. Any materials submitted as part of an application may be released pursuant to a request under the Freedom of Information Act.



Applicant's Acknowledgment

Application Instructions Provided to Applicant

- Yes, I have read the above information.



Budget Instructions

Budget Narrative and Proposed Budget

Note: You will use the Proposed Budget to identify line item resource requirements for the proposed project. For each budget line item in the Proposed Budget, provide a short narrative to identify that resource's use within the project. When completing the Budget Narrative, consider the line item narratives entered in the Proposed Budget to assist in explaining and justifying budget items requested for each category.

Non-Supplanting Requirements

Funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

In other words, if the grant did not exist, would an employee, service, equipment, etc. being requested for reimbursement with grant funds be paid otherwise through the agency or provider if the grant funds didn't exist. If that answer is yes, grant funds may not be used to pay these things as that would be supplanting.

Cash Match

The budget must include the required match as a percentage of each service type. Specifics of the match must be clearly identified in both the Proposed Budget and Budget Narrative. Identify the source of the match and the anticipated expenses that will be obligated by the match in the budget narrative.

To receive MBCC matching funds, the service must be part of the original Regional Plan with an assigned budget or amended into the plan prior to being reimbursed. The plans can be amended by approval of the Regional Detention Board and approval by MBCC. The regional authorities will be responsible for screening county costs that are not part of the most recently approved plan.

Regional Budget

The Proposed Budget in the application is the summation of all the participating individual county service provider budgets. The participating counties need to prepare their budgets and narratives first and submit them to the regional authority. The regional authority will enter the regional Proposed Budget in the application.

Each county that is going to submit for reimbursement of costs must complete a county service provider budget and narrative to be eligible. For example: If a county does not submit a service provider budget as part of the Regional Plan and transports juveniles to a secure detention facility in another county, they will be billed for only 50% of the costs for detaining juveniles from their county in the facility, but they will not be reimbursed for transportation costs or any other costs.

Labeling Budget Line Items

In the regional Proposed Budget, line items are created in categories which correspond to the service types:

- Secure Detention
- Secure Detention Transportation
- Non-Secure Detention
- Electronic Monitoring



Within each category, line items should be labeled to indicate the sub-category and county name. Possible sub-categories are:

- Personnel
- Fringe Benefits
- Travel
- Equipment
- Supplies
- Contracted Services
- Other

To be correct, each line item in the Proposed Budget should be labeled using the format "Sub-Category - County". For example, "Personnel - Carbon County".

Applicant's Acknowledgment

Budget Instructions Provided to Applicant

- Yes, I have read the above information.



Application Processing and Award

Grantee Responsibilities Post-Award

All subgrantees must submit an online financial report within 15 days following the end of each reporting period.

Quarterly reporting periods are as follows:

Reporting Period	Report Due Date
Quarter 1: July 1 – September 30	October 15
Quarter 2: October 1 – December 31	January 15
Quarter 3: January 1 – March 31	April 15
Quarter 4: April 1 – June 30	July 15

All Final Financial reports are due within 45 days of the project end date.

Grantee acknowledges that failure to provide all types of reporting as required will cause grant funding to be delayed or rescinded.

Applicant’s Acknowledgment

Application Processing and Award Information Provided to Applicant

- Yes, I have read the above information.



Response - 1. Project Information

Project Dates

Project Start Date

7/1/2024

Project End Date

6/30/2025

Primary Grant Activities Point of Contact

This individual does not have any authority pertaining to the grant and is simply the main point of contact for day-to-day communication. Signatures and official decision-making must come from the Official Budget Representative, Project Director, and Financial Officer.

Name

Jenifer Jones

Phone

40602562816

Email

jjones@yellowstonecountymt.gov



Response - 2. Project Personnel

Project Personnel

Required if funding for personnel requested.

Provide details for each position in the requested budget, whether paid by MBCC or used as match.

For Position Name, provide the person's real name, like "Jane Smith". Or use a title, like "Victim Advocate 1". Use the same name for Position Name that is used for the line item in the Proposed Budget.

Position Classification definitions are:

- *Exempt:* An individual who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) because he or she is classified as an executive, professional, administrative or outside sales employee, and meets the specific criteria for the exemption. Certain computer professionals may also be exempt. With some limited exceptions, exempt employees must be paid on a salary basis.
- *Nonexempt:* An individual who is not exempt from the overtime provisions of the FLSA and is therefore entitled to overtime pay for all hours worked beyond 40 in a workweek (as well as any state overtime provisions). Nonexempt employees may be paid on a salary, hourly or other basis.

For Position Description, upload a file that clearly outlines the roles and responsibilities of the position and how the position is specifically part of the organization applying for MBCC resources.

Organizational Chart

Organizational chart for the personnel included in the requested budget, whether paid by MBCC or used as match.

Organizational Chart
organizational chart.pdf

Position 1

Position 1 - Name
juvenile careworker

Position 1 - Classification
 Exempt
 Nonexempt

Position 1 - Description
Juvenile Care Worker -5115 (1).docx

Position 2

Position 2 - Name

Position 2 - Classification
 Exempt
 Nonexempt

Position 2 - Description

Position 3

Position 3 - Name



Position 3 - Classification

- Exempt
- Nonexempt

Position 3 - Description

Position 4

Position 4 - Name

Position 4 - Classification

- Exempt
- Nonexempt

Position 4 - Description

Position 5

Position 5 - Name

Position 5 - Classification

- Exempt
- Nonexempt

Position 5 - Description

Position 6

Position 6 - Name

Position 6 - Classification

- Exempt
- Nonexempt

Position 6 - Description

Position 7

Position 7 - Name

Position 7 - Classification

- Exempt
- Nonexempt

Position 7 - Description

Position 8

Position 8 - Name

Position 8 - Classification

- Exempt
- Nonexempt

Position 8 - Description

Position 9

Position 9 - Name



Position 9 - Classification

- Exempt
- Nonexempt

Position 9 - Description

Position 10

Position 10 - Name

Position 10 - Classification

- Exempt
- Nonexempt

Position 10 - Description

Position 11

Position 11 - Name

Position 11 - Classification

- Exempt
- Nonexempt

Position 11 - Description

Position 12

Position 12 - Name

Position 12 - Classification

- Exempt
- Nonexempt

Position 12 - Description

Position 13

Position 13 - Name

Position 13 - Classification

- Exempt
- Nonexempt

Position 13 - Description

Position 14

Position 14 - Name

Position 14 - Classification

- Exempt
- Nonexempt

Position 14 - Description

Position 15

Position 15 - Name



Position 15 - Classification

- Exempt
- Nonexempt

Position 15 - Description



Response - 3. Budget Narrative

The Budget Narrative must:

- Explain and justify all budget items by category.
- For each category, all requested information must be included in the category narrative and in the Proposed Budget.
- Explain the relationship between budgeted items and project activities.
- Show detailed cost calculations to demonstrate how the applicant arrived at the total amount requested.

Match Calculation

Formula:				
Step 1	Total Project Cost	x	% of Recipient's Share	= Required Match (recipient's share)
Step 2	Total Project Cost	-	Required Match	= Federal Share (MBCC share)
Example:				
Step 1	\$62,500 Total Project Cost	x	25% Recipient's Share	= \$15,625 Required Match (recipient's share)
Step 2	\$62,500 Total Project Cost	-	\$15,625 Required Match	= \$46,875 Federal Share (MBCC share)

Use the [MBCC Match Calculator](#) to verify your calculations.

Sub-Category Guidelines

Use the following guidelines for sub-category line items.

Sub-Category Guidelines - Personnel

- List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project.
- Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.
- Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals.
- Show funding sources for FTE even if only partial funding support from MBCC is requested.

Personnel Calculation Example

Personnel/Salary: Position Title (i.e. Administrative Assistant) – Taylor Smith
 1 FTE @ \$15.38/hr. = \$31,990.40
 MBCC funding = .5 FTE (1040 hrs.) @ \$15.38/hr. = \$15,995.20
 Other funding source (County surcharge fees) = .25 FTE (520 hrs.) @ \$15.38/hr. = \$7,997.60
 Other funding source (Federal grant) = .25 FTE (520 hrs.) @ \$15.38/hr. = \$7,997.60
 Grand Total = \$31,990.40

Sub-Category Guidelines - Fringe Benefits

- 2 CFR 200.431 - Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.



- Fringe benefits should be based on actual known costs to include health insurance and retirement if offered by the applicant agency.
- List all of the fringe benefits individually in accordance with state and federal guidelines for fringe benefit calculations.
- Fringe benefits are for the personnel listed in the Personnel budget category and only for the percentage of time devoted to the project.

Fringe Calculation Example

The Montana Department of Labor & Industry announces that the Unemployment Insurance (UI) Taxable Wage Base for 2020 will be \$34,100. The SUTA rate used in this example is for illustration purposes only.

Fringe Benefits: Position Title (i.e. Administrative Assistant) – Taylor Smith

Benefits are based on current payroll costs for a full-time position.

FICA (Social Security & Medicare)	\$31,990.40 x 7.65%	\$2,447
Worker's Compensation	\$31,990.40 x .8%	\$256
FUTA – on first \$7,000/yr.	\$7,000 x .6%	\$42
SUTA – on first \$34,100/yr.	\$31,990.40 x .5%	\$160
Retirement	\$31,990.40 x 8.17%	\$2,614
Health Insurance	\$31,990.40 x 7.7%	\$2,463
Total Fringe Benefits		\$7,982

MBCC funding = \$7,982 x .5 = \$3,991.00

Other funding source (County surcharge fees) = \$7,982 x .25 = \$1,995.50

Other funding source (Federal grant) = \$7,982 x .25 = \$1,995.50

Sub-Category Guidelines - Travel

- Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.).
- Describe the purpose of each travel expenditure in reference to the project objectives.
- Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X meals).
- In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved.
- Identify the location of travel, if known; or if unknown, indicate "location to be determined."
- Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed.
- All travel expenses are reimbursed at the Montana State travel reimbursement rates.
- Note: Travel expenses for consultants should be included in the "Contracted Services" data fields under that budget category.
- When budgeting for travel and per diem refer to [GSA Per-Diem Rates](#) for lodging rates (in-state and out-of-state) and the [Montana Operations Manual](#) for current per diem rates.
- Grant awardees must request prior approval for out of state travel from MBCC on the designated prior approval travel form located on the MBCC website. This out of state travel approval must be completed prior to any out of state travel even if the awarded applicant's post award budget has this travel item included.

Sub-Category Guidelines - Equipment

- List non-expendable items that are to be purchased.
- Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expendable items should be included in the "Supplies" category.



Signature Page

(for current subgrantees)

Grant No.:	Click or tap here to enter text.
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The officials who sign this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable. Electronic and stamped signatures are not acceptable.

A change in any of these positions requires submission of a new signature page with ALL signers.

Original Signatures are Required			
A. Official Budget Representative			
<i>Must be a person with budget-setting authority (i.e. City/County Commissioner, Mayor, Department Head, or President of Board Directors)</i>			
Name	John Ostlund	Title	Chair, Yellowstone County Commissioners
Address	316 North 26 th Street	Billings, MT	Billings, MT 59101
Email	jostlund@yellowstonecountymt.gov	Telephone	4062562701
Date	Click or tap here to enter text.	Signature	
B. Project Director			
<i>Must be an employee of the applicant agency</i>			
Name	Valarie Weber	Title	Director TLYSC
Address	410 South 26 th Street		Billings, MT 59101
Email	vweber@yellowstonecountymt.gov	Telephone	4062566825
Date	Click or tap here to enter text.	Signature	
C. Financial Officer			
Name	Jennifer Jones	Title	Finance Director
Address	316 N 26 th St. rm 3401		Billings, MT 59101
Email	jjones@yellowstonecountymt.gov	Telephone	4062562718
Date	Click or tap here to enter text.	Signature	
D. Primary Grant Activities Point of Contact			
<i>This individual does not have any authority pertaining to the grant and is simply the main point of contact for day-to-day communication. Signatures and official decision-making must come from the Official Budget Representative, Project Director, and Financial Officer.</i>			
Name	Click or tap here to enter text.	Title	Click or tap here to enter text.
Address	Click or tap here to enter text.	City/State/Zip	Click or tap here to enter text.
Email	Click or tap here to enter text.	Telephone	Click or tap here to enter text.
Date	Click or tap here to enter text.	Signature	

Date Received by MBCC: _____



- Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances.
- Rented or leased equipment costs should be listed in the Consultants/Contracts category.
- Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Sub-Category Guidelines - Supplies

- List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, handheld tape recorders) and show the basis for computation.
- Generally, supplies include any materials that are expendable or consumed during the course of the project.
- The supplies are for the services provided with these grant funds, not the agency's entire supplies unless it is the only services offered with the grant.

Sub-Category Guidelines - Contracted Services

Contracted Services generally include those services that are benefiting an applicant's clients. For example: A contract with a licensed therapist.

Procurement Contracts (see "Contract" definition at 2 CFR 200.22):

- Provide a description of the product or service to be procured by contract and an estimate of the cost.
- Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees:

- For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
- Consultant fees in excess of the DOJ grant-making component's maximum rate for an 8-hour day (currently \$650) require additional justification and prior approval from the respective DOJ grant-making component.

Sub-Category Guidelines - Other

- List items (e.g., rent, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation.
- For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.
- These charges should be prorated based on the percentage of use or clients served with this grant.

Secure Detention

Regional Detention Centers and short-term Detention Centers must list their actual operating costs by the appropriate line items, i.e., personnel, contracted services, travel and per diem, equipment, and operating expense. The travel and per diem line item under this section is for travel expenses associated with the operation of the Secure Detention Facility such as staff attending training. It is not for costs that are



associated with the transportation of juveniles to and from secure detention facilities. All costs associated with the transportation of youth to and from secure facilities must be budgeted under Secure Detention Transportation.

Typical costs listed in this section:

- Costs of detention facility (except transportation personnel)
- Maintenance costs for youth (e.g., meals)
- Training for staff
- Operating costs for facility (e.g., supplies, utilities)
- Maintenance and repair of facility (e.g., repair damage)
- Equipment directly related to providing service to juveniles
- Staff travel at state rates

Costs not allowed:

- Construction or remodeling
- Equipment not directly related to juvenile services
- Clinical costs of evaluating any youth
- Costs of medical services for youth detention
- Salary/wages of on-duty law enforcement
- Salary/wages of on-duty probation officers
- Shelter care

Indicate which budget sub-categories apply to this service type:

- Personnel
- Fringe Benefits
- Travel
- Equipment
- Supplies
- Contracted Services
- Other

Secure Detention

The budget request includes salary costs for 2.32 FTE direct care staff. The annual salary for these positions is 50,968. This request of 115489 constitutes a small portion of the total operating budget for the facility.

Secure Detention Transportation

All participating counties must list their costs associated with the transportation of pre-adjudicated juveniles to and from Secure Detention Facilities. If the regional facility has a full-time transportation service, those costs should be listed here. If personnel work part time in transportation and part time elsewhere, give your best estimate of what should be allocated to transportation.

Typical costs listed in this section:

- Salary/wages of detention facility transportation officer or portion of FTE
- Wages for attendant care in cases requiring attendant care person accompanying in-transport officer (due to sex of offender or risk of escape or danger).
- Cost of detention transport vehicle, purchase/lease.
- Maintenance of detention transport vehicle.
- Mileage for counties transporting youth to secure detention at state rate.
- Lodging and per diem to transport officer and youth at state rates
- Air travel to transport youth will be at the justification/discretion of the district chief probation officer.

Costs not allowed:

- Salary/wages of law enforcement or probation officers while transporting youth.



- Travel costs in excess of state rates.
- Vehicles not specifically used for transporting youth.
- Equipment not directly related to providing service to juveniles.

Indicate which budget sub-categories apply to this service type:

- Personnel
- Fringe Benefits
- Travel
- Equipment
- Supplies
- Contracted Services
- Other

Secure Detention Transportation

Non-Secure Detention

Attendant Care Holdovers or Home Detention services must list their projected operating costs by the appropriate line items: personnel, contracted services, travel and per diem, equipment and operating expenses. Electronic monitoring costs are to be listed in Electronic Monitoring.

The travel and per diem line item under this section is for travel expenses other than those associated with the transportation of juveniles to and from detention facilities such as travel for staff to attend training. There are no reimbursable costs for transportation of juveniles between non-secure programs. All costs associated with the transportation of youth to and from secure facilities must be budgeted under Secure Detention Transportation).

Typical costs listed in this section:

- Cost of attendant care staff
- Maintenance costs for youth (e.g., meals)
- Training for staff
- Staff travel at state rates
- Operating costs for holdover (e.g., rent, supplies, utilities)
- Maintenance and repair of holdover (e.g., repair damage)
- Equipment directly related to providing service to juveniles

Costs not allowed:

- Salary/wages of law enforcement or probation officers while on duty
- Construction or remodeling
- Equipment not directly related to providing service to juveniles
- Clinical costs of evaluating any youth
- Costs of any medical services for youth in detention
- Shelter care

Indicate which budget sub-categories apply to this service type:

- Personnel
- Fringe Benefits
- Travel
- Equipment
- Supplies
- Contracted Services
- Other

Non-Secure Detention

Electronic Monitoring



Counties must list their projected costs for electronic monitoring services for pre-adjudicated youth. Once a youth has been adjudicated, further electronic monitoring costs may not be charged to this program. Typically the only cost listed in this section would be the cost of contracting for the electronic monitoring service.

Indicate which budget sub-categories apply to this service type:

- Personnel
- Fringe Benefits
- Travel
- Equipment
- Supplies
- Contracted Services
- Other

Electronic Monitoring

Yellowstone County

Yellowstone County averages 65 days per month in electronic monitoring services, at an approximate cost of \$15 per day for pre-adjudicatory monitoring. This results in an annual cost of \$22,062.00

Big Horn County

Big Horn County typicall maintains 10 youth on electronic monitoring for an average of 5 days resulting in 50 days annually for a cost of \$400

Carbon County

Carbon county typically maintains ten youth on electronic monitoring for an average of 4 days per youth, resulting in 40 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$400.

Fergus County

Fergus county typically maintains three youth on electronic monitoring for an average of 15 days per youth, resulting in a 40 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$6,480.

Golden Valley County

Golden Valley county typically maintains two youth on electronic monitoring for an average of 4 days per youth, resulting in a 96 electronic monitoring days annually. At a cost of \$15 per day, the total electronic monitoring request is \$1,440.

Meagher County

Meagher county typically maintains two youth on electronic monitoring for an average of 4 days per youth, resulting in a 96 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$960.

Musselshell County

Musselshell county typically maintains five youth on electronic monitoring for an average of 15 days per youth, resulting in a 30 electronic monitoring days annually. At a cost of \$15 per day, the total electronic monitoring request is \$900.

Petroleum County

Petroleum county typically maintains five youth on electronic monitoring for an average of 15 days per youth, resulting in a 40 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$400.00

Stillwater County

Stillwater county typically maintains 10 youth on electronic monitoring for an average of 4 days per youth, resulting in 40 electronic monitoring days annually. At a cost of \$10 per day, the total electronic monitoring request is \$400.00

Sweetgrass County



Sweetgrass county typically maintains two youth on electronic monitoring for an average of 14 days per youth, resulting in a 26 electronic monitoring days annually. At a cost of \$5 per day, the total electronic monitoring request is \$130.00

Wheatland County

Petroleum county typically maintains ten youth on electronic monitoring for an average of 4 days per youth, resulting in a 8 electronic monitoring days annually. At a cost of \$15 per day, the total electronic monitoring request is \$120.00

Judith Basin County

Judith Basin county typically uses approximately 32 days annually at a cost of \$15 per day for a total of \$480.00



Regional Plan for Juvenile Detention - 1. Regional Detention Practices

Regional Juvenile Detention Mission Statement

Mission Statement

Regional Plan for Juvenile Detention - 1. Regional Detention Practices

Regional Juvenile Detention Mission Statement

Mission Statement

The mission of the Ted Lechner Youth Services Program is to work with youth, families, and the community providing opportunities and skill development for a successful and independent lifestyle. Specifically, the secure detention facility works toward the accomplishment of this mission while providing for community safety.

Regional Detention Criteria

A juvenile considered eligible for non-secure detention is one who:

- **has been arrested for an offense,**
- **is currently under jurisdiction and/or agency custody,**
- **is deemed to need minimal security considerations, and**
- **is considered non-dangerous.**

Non-secure detention is designed for those juveniles who are inappropriate for shelter care environment because:

- **the expected length of supervision is only a few hours or,**
- **the juvenile's behavior and/or physical condition warrants greater structure.**

Regional criteria for detaining a youth in a secure detention

Regional criteria for detaining a youth in a secure detention

Youth may be held up to 24 hours excluding weekends and holidays prior to a probable cause hearing in a juvenile detention facility based on the following criteria:

1. Court Order: There is an existing youth court order authorizing the detention of the youth
2. Crime Against Persons
3. any offense wherein the youth poses an imminent and serious threat to others
4. Crimes against property: any serious property crime in which the youth demonstrates disregard for the safety of community property
5. Other violent or potentially violent acts not listed above
6. The youth meets the mental, physical, and cognitive criteria for the detention environment, as determined by the secure detention director or designee

Regional criteria for detaining a youth in non-secure detention

Regional criteria for detaining a youth in non-secure detention



A juvenile considered eligible for non-secure detention is one:

1. who has been arrested for an offense, or;
2. who is currently under the control of law enforcement
3. who is currently under court jurisdiction and /or agency custody
4. who is deemed to need minimal security considerations

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South Central Regional Detention Budget

Yellowstone county Youth services Center

5. where the expected length of stay is less than 24 hours
6. who is considered non-dangerous

Regional criteria for detaining a youth in non-secure detention

Regional Detention Criteria

A juvenile considered eligible for non-secure detention is one who:

has been arrested for an offense,
is currently under jurisdiction and/or agency custody,
is deemed to need minimal security considerations, and
is considered non-dangerous.

Non-secure detention is designed for those juveniles who are inappropriate for shelter care environment
because:

the expected length of supervision is only a few hours or,
the juvenile's behavior and/or physical condition warrants greater structure



Regional Plan for Juvenile Detention - 2. Long-Term Secure Detention Practices

For each facility within the region proposing to provide long-term detention services (over 96 hours), provide the following information:

Facility Information

- Facility name
- Address
- Administrative authority
- Program director

Needs Assessment

- What counties, judicial districts, and/or local areas is this facility designed to serve?
- What is the projected bed capacity of this facility?
- What is the projected need or what is the projected use of this facility in a year?
- Briefly describe the data which was used to justify this need or projected use.
- Provide the daily cost of service.

Initial Detention Decision

- Who is responsible for the initial decision to place a youth in this facility?
- Describe the procedure and/or practice used to complete initial placements.

Detention Facility Program

- What is the goal or mission of the program in this facility?
- Is this facility licensed by the Department of Corrections?
- If licensed, upload a copy of the license below.
- If not licensed or if provisionally licensed, explain in detail the deficiencies which are preventing immediate licensure and the plan to remediate these deficiencies.

Detention Facility Program Services

The following services must be available to youth being served in this facility. Briefly describe the method used to deliver each service.

Services reimbursable at 50% through the grant:

- Food
- Laundry
- Transportation
- Security
- Safety
- Access to Recreation
- Access to Education

Services not reimbursable through the grant:

- Medical
- Crisis Intervention
- Clinical Evaluations

Long-Term Secure Detention Practices

the Ted Lechner Youth Services Center provides long term secure detention services for all counties in the Southcentral region including Big horn, Carbon, Fergus, Golden Valley, Meagher, Mussleshell, Petroleum, Stillwater, Sweetgrass, Wheatland, Judith Basin, and Yellowstone. The facility also provides services to the Eastern and Southwestern regions as needed.



The facility is co-located with an adolescent shelter care facility which provides opportunities for treatment services in a less restrictive environment when appropriate.

The facility has 24 beds available for secure detention services, but routinely operates as a 16 bed facility. FY24 has been characterized by high census, with the average capacity at 17.2 youth per day and the facility operating at over 80% capacity since January. The daily rate for the FY25 Fiscal year is \$175 for regional counties and \$245 for all others.

Initial Detention Decision:

The initial decision to place a youth in the secure detention facility begins with a recognized law enforcement agency of participating judicial districts. After a determination is made that a youth meets defined criteria for secure detention, the recognized law enforcement agency contacts the secure facility administrator to arrange the youth's admission to the facility. The administrator of the secure detention facility has the responsibility to manage admissions, releases and procedures of the facility in a manner consistent with licensure standards and the regional plan. In the event that there is a discrepancy or question about a youth's admission or retention in the facility, the Administrator has the sole authority to make the decision.

The facility shall not be used to detain youth with serious mental disorders, cognitive impairments, or medical conditions that cannot be managed in the detention environment. The administrator has the sole responsibility and discretion to determine if youth are appropriate for initial or continued detention. If the administrator determines that the youth is inappropriate for detention after the initial admission, the juvenile probation officer shall be notified. The youth must be removed from the facility within 24 hours of notification.

Youth who are chemically impaired or believed to be under the influence of drugs or alcohol must be medically cleared by a physician prior to admission to the facility. This clearance shall be obtained by the admitting jurisdiction and documentation must be provided to the facility at admission. Youth who have been drinking must be medically cleared if they have a BAC in excess of .08% as determined via breathalyzer.

Youth are processed into the facility through an extensive assessment of their physical and mental health at the time of admission. Care is taken to share information with the referring agency to ensure that the youth's needs are met.

Detention Facility program

Food services are provided by the detention staff. The facility participates in the school food and nutrition program. Food production, service and menus are monitored by OPI and the menus are reviewed annually by a registered dietitian. Special care is taken to meet the nutritional and palatability needs of adolescents. Laundry services are provided by staff and youth receive clean clothing routinely. The facility does not do transports, as they are provided by the Yellowstone County Sheriff's Department. Youth are provided with opportunities for passive recreation each day. These activities include reading, writing, drawing, watching television, and board games. In addition, youth are offered at least one hour of large muscle exercise in the facility gym on a daily basis. The facility provides a full education program that includes access to their home school materials, group instruction, credit recovery, HSET preparation and testing. Security and Safety are provided by highly trained staff members who focus on maintaining an excellent safety record.

The facility provides extensive services that are not included in the grant request, but assist in fulfilling the mission of the facility and meeting the needs of the region. Most of the counties in the service area lack specialized resources to meet the needs of troubled adolescents. The facility serves as a resource to the juvenile justice community to assist in providing the best outcomes for delinquent youth. Staff are heavily trained in crisis intervention which provides for safety in the facility and helps youth to build emotional regulation and self-management skills. Medical services are provided through an onsite services provider and include mediation management, ex-rays, simple procedures, and sick call. These services are reimbursed by the referring county, and are not included in the budget request. The facility also provides chemical dependency services and mental health evaluations at additional charge to the referring counties.

Long-Term Detention Facility Licenses
2023.24 TLJDF License.doc



Regional Plan for Juvenile Detention - 3. Short-Term Secure Detention Practices

For each facility within the region proposing to provide short-term detention services (over 96 hours), provide the following information:

Facility Information

- Facility name
- Address
- Administrative authority
- Program director

Needs Assessment

- What counties, judicial districts, and/or local areas is this facility designed to serve?
- What is the projected bed capacity of this facility?
- What is the projected need or what is the projected use of this facility in a year?
- Briefly describe the data which was used to justify this need or projected use.
- Provide the daily cost of service.

Initial Detention Decision

- Who is responsible for the initial decision to place a youth in this facility?
- Describe the procedure and/or practice used to complete initial placements.

Detention Facility Program

- What is the goal or mission of the program in this facility?
- Is this facility licensed by the Department of Corrections?
- If licensed, upload a copy of the license below.
- If not licensed or if provisionally licensed, explain in detail the deficiencies which are preventing immediate licensure and the plan to remediate these deficiencies.

Detention Facility Program Services

The following services must be available to youth being served in this facility. Briefly describe the method used to deliver each service.

Services reimbursable at 50% through the grant:

- Food
- Laundry
- Transportation
- Security
- Safety
- Access to Recreation
- Access to Education

Services not reimbursable through the grant:

- Medical
- Crisis Intervention

Short-Term Secure Detention Practices

region does not have a short term facility

Short-Term Detention Facility Licenses



Regional Plan for Juvenile Detention - 4. Non-Secure Program Practices

Provide the following information for all proposed Holdover Programs:

Program Information

- Program name
- Contact person
- Location

Needs Assessment

- What county or judicial district is this program designed to serve?
- How many youths is the program designed to serve at any one time?

Program and Staffing

- Has this site been inspected by staff of the Montana Board of Crime Control?
- How do you intend to staff the program?
- Have the persons responsible for staffing the program been trained in accordance with statute, licensing cities and/or federal guidelines?

Non-Secure Program Practices

The region does not have a holdover program



Regional Plan for Juvenile Detention - 5. Electronic Monitoring

If electronic monitoring is an anticipated program to be available to the Region, please specify the company anticipated to be providing the equipment. Please be reminded the MBCC funds cannot be used to reimburse for electronic monitoring of youth past adjudication.

Electronic Monitoring

Electronic monitoring is the most economical way to divert youth from secure detention. Pre-adjudicatory electronic monitoring is available in all counties within the region and are managed in each location through the provision of contracted services. Each jurisdiction submits invoices to the regional budget authority for reimbursement. Electronic monitoring is available and under the control of the individual county or judicial district. The regional authority serves only as a point of reimbursement of MBCC funds under the terms of the grant.



Regional Plan for Juvenile Detention - 6. Sustainability Plan

With the 2017 legislative reduction in juvenile detention funds, applicants must include a plan describing challenges to sustain the program. The plan should outline how the project will be sustained now and, in the future, including how they will continue to operate should grant funding continue at a reduced level. The plan should also describe alternate sources of funding and services.

Sustainability Plan

The sustainability plan for juvenile detention in the region focuses on increased reliance on local county funds. Under the Montana Code, counties are responsible for the cost of juvenile detention. This obligation will not be eliminated if the state funding continues to wane. Currently, the state funding represents a small percentage of the overall operating budget. Sustainability will be attained and continuing operation of a necessary and mandatory services will occur through billing for services on a per diem basis. The diversity of services offered by the Youth Services Center also provides a broader base of support for facility operations. The facility has multiple sources of revenue for long term operations.



Regional Plan for Juvenile Detention - 7. Regional Detention Administration

What is the Regional Administrative Authority for the administration of the funding to the region?

Who is the contact person at the Regional Administrative Authority? Provide name, address, and phone number.

Please list the names and county/professional representation of the members of the Regional Detention Board.

Briefly describe the relationship between the Regional Detention Board and the administrative authorities of the facilities and services which are providing juvenile detention services in the region or for the region.

Regional Detention Administration

Yellowstone County and the Ted Lechner Youth Services Center function as the regional authority for the administration of funding to the Southcentral Region. Regional Contact person is Valarie Weber, Director

410 South 26th street

Billings Montana 59101

4062566825

The Regional Administrative Authority is the Director of the Ted Lechner Youth Services Center. The facility and Yellowstone county are responsible for the fiscal management of the regional detention grant. The Director also serves as a centralized respondent to management of the regional detention grant. The regional board meets at least once per year to approve the regional plan and grant. If additional issues arise, the Board may reconvene in person or remotely.



Supplement - 1. Applicant Information

FEIN

Federal Employer Identification Number (FEIN)
816001449

Organization Details

Organization Type

- City
- County
- District Court
- Municipal Court
- Private/Non-Profit
- Private/For-Profit
- School District
- State
- Tribal Government

Service Area

Select all counties where services are delivered.

Counties Served

- Beaverhead
- Big Horn
- Blaine
- Broadwater
- Carbon
- Carter
- Cascade
- Chouteau
- Custer
- Daniels
- Dawson
- Deer Lodge
- Fallon
- Fergus
- Flathead
- Gallatin
- Garfield
- Glacier
- Golden Valley
- Granite
- Hill
- Jefferson
- Judith Basin
- Lake
- Lewis and Clark
- Liberty
- Lincoln
- Madison
- McCone
- Meagher
- Mineral
- Missoula
- Musselshell
- Park



- Petroleum
- Phillips
- Pondera
- Powder River
- Powell
- Prairie
- Ravalli
- Richland
- Roosevelt
- Rosebud
- Sanders
- Sheridan
- Silver Bow
- Stillwater
- Sweet Grass
- Teton
- Toole
- Treasure
- Valley
- Wheatland
- Wibaux
- Yellowstone

Grant History With MBCC

Have you had a grant with MBCC previously?

- Yes
- No

Which Grants have you had through MBCC? (Check all that apply.)

- Title II – Juvenile Justice
- Victims of Crime Act (VOCA)
- Violence Against Women Act (VAWA)
- Sexual Assault Services Program (SASP)
- Justice Assistance Grant (JAG)
- Residential Substance Abuse Treatment (RSAT)
- Paul Coverdell – Forensic Science Lab
- John R. Justice (JRJ)
- Justice and Mental Health Collaboration Program (JMHCP)
- Statistical Analysis Center (SAC)
- National Criminal History Improvement Program (NCHIP)
- Sexual Assault Kit Initiative (SAKI)
- Project Safe Neighborhoods (PSN)
- Comprehensive Opioid Abuse Program (COAP)
- Abuse in Later Life Program
- Linking Systems of Care (LSOC)
- Juvenile Detention Center Grant
- Domestic Violence Intervention (DVI)
- Coronavirus Emergency Supplemental Funding (CESF)
- Sex Offender Registration and Notification Act (SORNA)
- Prison Rape Elimination Act (PREA)
- Delinquency Prevention Program (DPP)
- Crisis Intervention Team (CIT) Training Program
- Improving Criminal Justice Response - High Risk Teams (HRT)
- Byrne State Crisis Intervention Program (Byrne SCIP)



Supplement - 2. Special Assurances and Conditions

Assurances of Compliance with Nondiscrimination Provisions

Applicant will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended (34 U.S.C. §§ 10228(c) & 10221(a) (c) & 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended (34 U.S.C. § 11182(b)); the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12132); the Education Amendments of 1972, as amended (20 U.S.C. § 1681); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); Violence Against Women Act of 1994, as amended (34 U.S.C § 12291(b)(13)); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13559 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (Partnerships with Faith-Based and Other Neighborhood Organizations).

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, then recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the MBCC. In accordance with federal civil rights laws, the applicant shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws Applicants are required to take reasonable steps to ensure meaningful access to their services to persons who, as a result of their national origin, are LEP. To help applicants understand and meet this obligation, the DOJ published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", which can be found at 67 Fed. Reg. 41455 (June 18, 2002) or at www.lep.gov (LEP Guidance).

Applicants Agreement

It is understood and agreed by the applicant: that any grant received as a result of this application shall be subject to the Grant Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations. Accepting other than the lowest bid requires prior approval of the Board of Crime Control;
2. The grant may be terminated in whole, or in part, by the Board of Crime Control at any time;
3. Appropriate grant records and accounts will be maintained and made available to the Montana Board of Crime Control, Office of the Legislative Auditor, or the Legislative Fiscal Analyst upon request;
4. The grantee shall assume the costs of improvements funded after a reasonable period of state assistance;
5. If any agency other than the applicant is to contribute matching funds, that agency must document their contribution;
6. Any funds awarded under one subgrant cannot be used in another;
7. Expenditures for items not listed on the original budget are subject to refund and/or penalty. Variances from the approved subgrant will require an amendment approved in advance by the Board of Crime Control;
8. All applicants are subject to federal, state, and local laws and regulations;
9. The subgrantee shall not obligate any funds until subgrant is formally awarded by the Board of Crime Control;
10. Draw down of funds is contingent upon submission of quarterly financial reports;
11. Rules 23.14.101 et seq. of the Administrative Rules of Montana.
12. All adult, juvenile and collocated facilities securely detaining youth must enter the detention intake, detention hearing date and time, and releases into the Juvenile Detention Data and Reporting System (JDDRS) within 24 hours of the event. Facilities transferring youth to a new secure facility must enter the transfer into JDDRS in sufficient time to ensure that the receiving facility can import the youth's record



into their facility in JDDRS by the time that the youth arrives. Facilities that don't have access to the web based database should contact MBCC's IT Manager at phone: 406-444-4014 or email: MBCC@mt.gov to arrange for the appropriate user names and passwords for JDDRS.

Applicant's Acknowledgment

The Official Budget Representative signature on the Signatures Page certifies agreement with these Special Assurances and Conditions.

Special Assurances and Conditions Provided to Applicant

- Yes, I have read the above information.



Sign Application

Designate Certifying Officials

This application requires original signatures of an Official Budget Representative, Project Director, and Financial Officer. Electronic and stamped signatures are not acceptable.

- The Official Budget Representative must be a person with budget-setting authority, generally a mayor, chairperson, or department director.
- The Project Director must be an employee of the applicant agency.
- Duplication of responsibilities by one individual for any position listed below is not acceptable.

The officials who certify this document, including Special Assurances and Conditions, agree to adhere to all terms and conditions relating to this application.

Signatures

Download the Signatures Page below and have the appropriate persons complete and sign. Scan and upload the completed form below.

Blank Signature Page
SignaturePage.docx

Signature Page

Official Budget Representative (City/County Commissioner, Mayor, Department Head, or President of Board of Directors)

Budget Representative Name
Jennifer Jones

Budget Representative Title
Finance Director

Budget Representative Phone (000-000-0000)
406-256-2816

Budget Representative Email
jjones@yellowstonecountymt.gov

Budget Representative Mailing Address Line 1
316 N. 26th Street, rm 3401

Budget Representative Mailing Address Line 2

Budget Representative Mailing Address City
Billings

Budget Representative Mailing Address State Abbreviation (MT)
MT

Budget Representative Mailing Address Zip
59101

Project Director



Project Director Name

Valarie Weber

Project Director Title

Director

Project Director Phone (000-000-0000)

406-256-6825

Project Director Email

vweber@yellowstonecountymt.gov

Project Director Mailing Address Line 1

410 South 26th street

Project Director Mailing Address Line 2

Project Director Mailing Address City

Billings

Project Director Mailing Address State Abbreviation (MT)

MT

Project Director Mailing Address Zip

59101

Financial Officer

Financial Officer Name

Jennifer Jones

Financial Officer Title

Finance Director

Financial Officer Phone (000-000-0000)

4062080518

Financial Officer Email

jjones@yellowstonecountymt.gov

Financial Officer Mailing Address Line 1

316 N26th street Rm 3401

Financial Officer Mailing Address Line 2

Financial Officer Mailing Address City

Billings

Financial Officer Mailing Address State Abbreviation (MT)

MT

Financial Officer Mailing Address Zip

59101



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Electronic Monitoring			
electronic monitoring	\$18,750.00	\$6,250.00	\$25,000.00
Subtotal	\$18,750.00	\$6,250.00	\$25,000.00
Secure Detention			
secure detention	\$118,489.00	\$118,489.00	\$236,978.00
Subtotal	\$118,489.00	\$118,489.00	\$236,978.00
Total Proposed Cost	\$137,239.00	\$124,739.00	\$261,978.00

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$137,239.00		\$137,239.00
Subtotal	\$137,239.00		\$137,239.00
Non-Grant Funding			
Cash Match		\$124,739.00	\$124,739.00
Subtotal		\$124,739.00	\$124,739.00
Total Proposed Revenue	\$137,239.00	\$124,739.00	\$261,978.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

B.O.C.C. Regular

1. b.

Meeting Date: 04/23/2024

Title: Letter of Support Lockwood Interchange Reconstruction Project

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Letter of Support for FY2025-2026 MPDG Grant: Lockwood Interchange Reconstruction Project

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Letter of Support Lockwood Interchange Reconstruction Project

Yellowstone County

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

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



April 23, 2024

Honorable Pete Buttigieg
U.S. Secretary of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

Subject: FY2025-2026 MPDG Grant: Lockwood Interchange Reconstruction Project

Dear Secretary Buttigieg,

On behalf of **Yellowstone County**, please consider this letter as written confirmation of our full support of the Montana Department of Transportation's (MDT) application for Multimodal Project Discretionary Grant (MPDG) discretionary grant program that seeks funding for the Lockwood Interchange Reconstruction Project (Project). Construction work will replace the existing Interstate 90 (I-90) interchange with an innovative diverging diamond interchange (DDI), increase two miles of I-90 from two lanes to three between interchanges, construct a 10-foot multi-use (MU) path and 5-foot sidewalk to provide complete pedestrian connectivity from Lockwood to the City of Billings, and improve associated roads to accommodate the new interchange and MU path.

Montana is currently experiencing tremendous population growth, and MDT has determined the Project is needed to better accommodate current and future traffic patterns, provide a more efficient interchange, and improve safety for both motorists and non-motorists. MDT considers this Project to be a priority as it connects two adjacent I-90 projects located to the east and west that also propose to modernize the Interstate. As current MDT funding needs outweigh available funding by 3-to-1, MDT must seek additional funding sources. If awarded, MPDG funds would ensure Project construction begins in 2027.

The Project addresses MPDG program requirements in the following ways:

- Protects non-motorized travelers from safety risks with construction of an MU path buffered by concrete barricades.
- Reduces fatalities and serious injuries for motorists and pedestrians with DDI and MU path/sidewalk construction.
- Decreases transportation-related air pollution as DDI efficiency reduces extended vehicle idling.
- Avoids adverse environmental impacts by re-using existing asphalt pavement to reduce CO₂ emissions and complies with water quality and stormwater quantity standards.
- Reduces vehicle travel miles and improves quality of life/public health with promotion of active transportation via the MU path and sidewalk system.
- Addresses gaps in Lockwood's non-motorized transportation network.
- Facilitates access to nearby tourism opportunities by improving Project roads and interchange structure, and creates local, good-paying jobs with initiation of Project construction.
- Contributes to I-90's state of good repair by modernizing infrastructure, reducing construction and maintenance burdens, and addressing transportation system vulnerabilities.
- Engages residents and community-based organizations through public outreach.

On behalf of the community and the traveling public of Montana, I thank you for your consideration of this important project and look forward to its timely completion.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

Memorandum

To: Elected Officials and Stakeholders for MDT's Lockwood Interchange Reconstruction Project

From: MDT Rail, Transit & Planning Division

Date: April 15, 2024

Subject: Talking Points for MPDG Grant Letter of Support: Lockwood Interchange Reconstruction Project

Talking Points for LOS

This Letter of Support is intended to support the Montana Department of Transportation's (MDT) application for the federal Multimodal Project Discretionary Grant (MPDG) grant program for the Lockwood Interchange Reconstruction Project (Project). This Project was submitted for a RAISE grant application and MDT is now submitting for an MPDG grant funding in response to this year's notice of funding opportunity (NOFO).

Lockwood Interchange Reconstruction Project Overview

- The Project occurs just east of City of Billings in Yellowstone County, Montana, and will improve Interstate 90 (I-90) and associated roads around the city. This important project connects two adjacent I-90 projects located to the east and west that also propose to modernize the Interstate.
- Project will construct a new Lockwood Interchange that features an innovative Diverging Diamond Interchange (DDI). Full bridge reconstruction will provide a longer service life for the structure and accommodate future interstate widening under the bridge.
- Widen approximately two miles of I-90 from the Lockwood Interchange to the Johnson Lane Interchange to three-lanes in each direction.
- Improve pedestrian/bicycle facilities and connectivity between Lockwood and Billings with the creation of a 10-foot multi-use (MU) path that extends along the middle of the new Lockwood Interchange and continues along the north segment of Hwy-87 East and Main Street to MetraPark. The MU path will also extend south of the interchange along the west side of Hwy-87 East to terminate at Coburn Road. A 5-foot sidewalk will begin at Coburn Road and extend about 0.4 miles before it terminates at Hardin Road.
- Reconstruct segments of Hwy-87 East (north and south of I-90) by adding additional travel lanes, widening shoulders, and realigning horizontal and vertical geometries to accommodate the DDI and MU path.

2025-2026 Grant Criteria:

- The MPDG grant application has several notably focused primary criteria for the 2025-2026 selection process to consider as you draft your LOS:
 - **Safety** – Project improves safety by protecting non-motorized travelers from safety risks with construction of an MU path and sidewalk system. This system is also projected to reduce pedestrian fatalities and serious injuries to bring them below Montana's state-wide average. Additionally, the Project will reduce vehicle



- crash fatalities and serious injuries with construction of a DDI structure. The Project also aligns with the *National Roadway Safety Strategy (NRSS) Plan* for post-crash care by improving ambulance accessibility to major Billings hospitals.
- **State of Good Repair** – Project contributes to I-90's state of good repair by modernizing existing infrastructure, reducing construction and maintenance burdens, and addressing transportation system vulnerabilities.
 - **Economic Impacts, Freight Movement, and Job Creation** – Project improves the economies of Lockwood and Billings by facilitating tourism opportunities and creating good-paying jobs.
 - **Climate Change, Resiliency, and Environment** – Project addresses environmental impacts with DDI construction which advances interchange efficiency and reduces extended vehicle idling to decrease transportation-related air pollution. The MU path and sidewalk system will also reduce vehicle travel miles by promoting the shift to active transportation along a connected non-motorized path between Lockwood and Billings. Additionally, the Project will re-use existing asphalt pavement on I-90 to reduce CO₂ emissions, the use and transport of virgin materials, and the amount of waste materials generated for landfill disposal.
 - **Equity, Multimodal Options, and Quality of Life** – Addresses gaps in Lockwood's active transportation network through the addition of the MU path and sidewalk system. The Project generally improves the quality of life and general health of residents by improving and expanding active transportation usage with MU path and sidewalk construction. The Project engages residents and community-based organizations to ensure equity considerations are meaningfully integrated throughout the Project's lifecycle.
 - **Innovation** – Project and the associated Johnson Lane Interchange Project will construct DDI structures, which represent the first use of this innovative interchange in Montana.

B.O.C.C. Regular

1. c.

Meeting Date: 04/23/2024

Title: Response Letter to the City of Billings

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Response Letter to the City of Billings

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Response Letter to the City of Billings

Yellowstone County



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

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

April 23, 2024

Billings City Council
Attn: Bill Cole, Mayor/Chair
210 North 27th Street
Billings, MT 59101

Re: Response to City Letter of February 26, 2024

Dear Mayor:

Thank you for your letter of February 26, 2024. We look forward to this partnership and we are excited by the commitments in your letter.

The County and City both believe the facility is necessary to provide an alternative option for the detainment of low-risk, non-violent offenders who are currently not being incarcerated and continue to offend in the community. The next step in solidifying a partnership between the City and County is to enter a memorandum of understanding to memorialize our mutual interests for this project. We look forward to negotiating this interlocal agreement and have attached a proposed draft agreement to expedite execution of this agreement.

The Board has continued to move forward with this project since receipt of your letter in late February and provide the following updates and proposed terms:

DEVELOPMENT

The Board has delegated a negotiation team for development of the short-term detention facility memorandum of understanding with the City.

The County undertook this endeavor as an alternate delivery project. On March 5, 2024, the County issued a request for qualifications (RFQ) for architectural services. Site plans and foundation designs, a geotechnical topographical survey, and a geotechnical drilling and boring survey were completed prior to the Board issuing a RFQ so that project development could proceed on an expedited timeline. The RFQ responses were due on April 1st. The designated team has reviewed responses and will make a recommendation back to the Board. On April 16th, the Board will vote on the recommendation at a public meeting.

During the time the architect is designing the site and foundation plans, the Board will issue an Invitation for Proposals for a General Contractor/Construction Manager. The Board anticipates this part of the project to be completed in May. This will allow the architect and GC/CM to work together to complete the final design and construction drawings. The Board believes these steps will help reduce the amount of time it takes for the project to be completed.

PROPOSED PROCESS

The County wants to ensure there is some flexibility built into this process as there may be unforeseen circumstances that will require adjustments as we begin operations. We recognize this flexibility requires a level of trust and it is our hope that the level of dedication and movement the Board has demonstrated has served to build that trust:

- The STDF will be primarily used for pre-arraignment purposes to temporarily house non-violent offenders charged with misdemeanor and non-violent offenses. YCDF will remain the facility for those whose charges are serious and/or violent.
- YCDF will decide where to place the individual based on their most serious charge. All STDF offenders will be arraigned and released within 72-hours either on bond, or some kind of monitoring device.
- Arraignment Court will be an important piece within this process by ensuring inmates are promptly seen by a Judge to set release conditions and future court dates.

DESIGN COMMITTEE

The County will promptly create a committee to head up the design phase of the project. The committee will consist of three people to be determined by Scott Twito and the Board. The committee will work in partnership with the architect and construction manager. The committee will communicate with stakeholders to ensure the design of the STDF aligns with community need.

CAPACITY

In your recent letter, you state the City is requesting the facility be built for at least 96 beds. The County is unable to specify the number of beds until a design has been finalized. Considerations such as level of security and number of levels will determine the number of beds available. There are many considerations such as access to medical, pre-trial services, video court capability, and defense attorney need that will all play a role in the number of beds available. The County will determine the number of beds that are built based on the operational/functional capacity of the facility, as well as the number of beds needed in a worst-case scenario. We do have an initial design but there is no guarantee that will be the design moving forward; therefore, we cannot guarantee the number of beds in the short-term detention facility at this time, but we can agree there will no unreasonable deviation from the designs presented throughout this process by Schultz Foss. We anticipate there will be at least thirty-five beds available on one floor. The

County and YCSO will ensure that the Billings Police Department has available to it, for short-term detention, for stand-alone City charges, at least 10 beds every 24 hours averaged over time. There will be no limit to the number of non-violent or low-risk offenders that Billings Police Department can bring into the short-term detention facility up to capacity. Offenders will be remanded in the normal course. With the development of arraignment court, most inmates will be seen within 24 hours. We anticipate high inmate turnover.

There will be many inmates with hybrid charges - individuals who are traditionally picked up by local law enforcement that may have a State or other warrant that are not currently being processed into the facility due to lack of space. The purpose in providing ten beds dedicated to stand-alone City charges is that we recognize there will be many low-risk offenders BPD will wish to bring into short term detention, and they will have other charges. We do not wish to exclude those offenders and they should not be counted toward the City's beds even though BPD will be the agency primarily bringing in those offenders. The County wants law enforcement to have the tool of remand, without excessive restriction or caps on the number of inmates that can be brought into short term detention. At this time, the County will not be contracting out any other beds in the STDF, except those discussed herein. This facility is designed for use by local Yellowstone County law enforcement.

TERMS

The County provides the following proposed terms:

- The County will accept your financial contribution, without countering, and will anticipate a transfer to the County of \$500,000 in fiscal year 2024 along with an additional transfer of \$1.5 million, provided to the County in equal amounts in fiscal years 2025 and 2026. The County acknowledges the elimination of past occupancy debt to the City as additional capital contribution. The Board also acknowledges and agrees that no party will have any liability to the other party for pre-arraignment costs or charges related to occupancy, operations or maintenance of the current detention facility that were incurred prior to the short-term detention facility memorandum of understanding execution. The Board acknowledges this will be a one-time, fixed financial contribution.
- 10 dedicated beds for stand-alone City charges with no limitation to the number of offenders BPD can bring into the short-term detention facility until capacity is met.
- The County proposes an initial term of three years with renewal each year thereafter.
- The County will be solely responsible for the following:
 - Construction, operation, maintenance, inspection, staffing and security.
 - In-house medical, dental, mental health, and access to case management.
 - Liability and lawsuits.
- The County and YCSO will work diligently to have the short-term detention facility open no later than 15 months after the County signs a design contract. The County will be responsible for any costs associated with delay. As the County is working diligently, even

before City commitment, the County would request no penalty for any unforeseen construction delays as this will not be in the County's control and the County agrees it will have to pay the cost associated with any delay in construction.

Everyone is involved in the criminal justice system in one way, shape or form. As we develop the short-term detention facility, it is essential to have efficient and reasonable communication between the courts, elected officials, and community. Whether it is the addition of a short-term facility or the anticipated jail expansion of YCDF, all players of the criminal justice system need to be involved. It is our hope that this productive dialogue continues, both within our agencies and in the community.

We agree the short-term detention facility is critical for reducing crime in our community and holding offenders accountable. This is an impressive first step. The purpose of the short-term detention facility is to house a population that we do not incarcerate currently at YCDF. We still desperately need an expansion of the main facility to serve the population that is traditionally incarcerated. We will continue to diligently move forward on jail expansion as well as the short-term detention facility.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

B.O.C.C. Regular

1. d.

Meeting Date: 04/23/2024

Title: MOU Between the City of Billings and Yellowstone County to Develop and Operate a Short-Term Holding Facility at YCDF

Submitted By: Teri Reitz, Board Clerk

TOPIC:

MOU Between the City of Billings and Yellowstone County to Develop and Operate a Short-Term Holding Facility at YCDF

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Draft MOU for Short Term Holding Facility

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BILLINGS AND YELLOWSTONE COUNTY
TO DEVELOP AND OPERATE SHORT TERM FACILITY AT YCDF**

This Memorandum of Understanding (MOU) is made this ____ day of _____, 20__ by and between CITY of Billings (CITY) and Yellowstone COUNTY, (COUNTY) and the Yellowstone COUNTY Sheriff's Office (YCSO).

WHEREAS, CITY and COUNTY identified a population of offenders that are committing multiple crimes in a short period of time, and are blatantly defying the criminal justice system. These individuals disrespect law enforcement, fail to appear in court, avoid warrants and continue to be free in the community.

WHEREAS, CITY and COUNTY desire to develop a short-term detention facility ("STDF") that will be used to immediately detain low-risk offenders who pose a risk to the community but are not charged with a severe crime and are not being held in the limited space at the Yellowstone County Detention Facility ("YCDF").

THEREFORE, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

Purpose:

STDF will be a pre-arraignment facility with most inmates being released on a bond and/or other pre-trial monitoring after arraignment. The intent is for local law enforcement to regain the ability to imminently detain individuals in the community who pose a risk to the community but are not currently held at YCDF due to a lack of available space.

Term:

This Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

The initial term will be three years. This term will begin the first day the STDF is operational and will be renewed annually after the initial term of three years. The parties may mutually agree, in writing, to terminate this Agreement at any time. Further, either party may terminate this Agreement unilaterally with written notice not less than 90 days prior to the renewal date after the initial three-year term has expired. If unilateral written notice is given, the Agreement shall terminate on the annual renewal date.

Compensation:

In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY the pledged amount of \$2 million dollars (\$500,000 in FY 24, \$750,000 in FY25 and \$750,000 in FY26) and the elimination of prior occupancy debt. The first payment of \$500,000 shall be transferred from the CITY to the COUNTY by May 30, 2024.

Services of COUNTY and YCSO:

The COUNTY and YCSO shall be responsible for the construction, including unanticipated construction costs, operation, and maintenance of the STDF.

The COUNTY and YCSO shall be responsible for the cost associated with in-house dental, medical, mental health and case management services.

The COUNTY shall reserve a minimum of ten (10) beds for use of the CITY for stand-alone City offenses averaged over a 24-hour period.

The COUNTY shall remand offenders brought in by local law enforcement until capacity at the STDF is met.

Authorized Representatives:

The parties appoint the following authorized representatives to receive notices and to provide direct communication between the parties:

For CITY:

Gina Dahl, City Attorney
210 North 27th Street
Billings, Montana 59101

For COUNTY:

Mike Linder, Sheriff
2323 2nd Ave. North
Billings, Montana 59107

Indemnification:

The COUNTY and YCSO will indemnify and hold harmless the CITY for any claims, errors, or omissions that may arise from the construction, operation, and maintenance of the facility. COUNTY agrees to hold harmless and indemnify the CITY from and against all claims, losses damages, or liability, resulting from the negligence of the COUNTY or its employees and agents in the performance of this MOU.

Authorized Representatives:

The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of this Agreement.

Modifications and Amendments:

Any amendment or modification of this MOU or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this MOU.

Entire Agreement and Revocation of Prior Agreements:

This MOU embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

Governing Law, Informal Dispute Resolution, Venue:

This MOU shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.

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

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

CITY OF BILLINGS, MONTANA

John Ostlund, Chair

Bill Cole, Mayor

Mark Morse, Member

Don Jones, Member

YELLOWSTONE COUNTY
SHERIFF'S OFFICE

Mike Linder, Sheriff

Attest:

Jeff Martin
Yellowstone COUNTY Clerk and Recorder

Denise Bohlman
CITY of Billings Clerk

B.O.C.C. Regular

Meeting Date: 04/23/2024

Title: Emergency Watershed Protection - Grant Additional Funding Agreement

Submitted For: Kenneth Williams

Submitted By: Annemarie Overcast, DES
Coordinator

TOPIC:

Emergency Watershed Protection - Grant Additional Funding Agreement

BACKGROUND:

Updated agreement for additional funding for the BBWA EWP Project.

RECOMMENDED ACTION:

Sign page 2.

Attachments

EWP Addl Funding Award Agreement



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR230325XXXXC003	2. Amendment Number 0002	3. Award /Project Period 04/05/2023 - 07/13/2024	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 10 East Babock Street, Room 443 Bozeman, MT 59715-4704		6. Recipient Organization (Name and Address) YELLOWSTONE COUNTY PO BOX 35003 BILLINGS MT 59107-5015 UEI Number / DUNS Number: FNVKTJD3B7C1 / 071404941 EIN:	
7. NRCS Program Contact Name: Rob Molacek Phone: (720) 544-2816 Email: robert.molacek@usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: moira.sanford@usda.gov	9. Recipient Program Contact Name: KC Williams Phone: (406) 256-2776 Email: kwilliams@yellowstonecountymt.gov	10. Recipient Administrative Contact Name: Jennifer Jones Phone: (406) 256-2816 Email: jjones@yellowstonecountymt.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1 16 U.S.C 2203 33 U.S.C 701B-1 Agricultural Credit Act of 1978 FedAg Improvement and Reform Act of 1999 Public Law 104-127, 110 Stat. 1016 Sec 216 of the Flood Control Act of 1950 Section 216, Public Law 81-516, 33 U.S.C Section 403, Public Law 95-334 Title III, Part Subtitle H, Section 382	13. Type of Action Amendment/Revision	14. Program Director Name: KC Williams Phone: (406) 256-2776 Email: kwilliams@yellowstonecountymt.gov
15. Project Title/ Description: EWP Project 5044, MT, Yellowstone County, DSR 30-02-22-5044-400 YCC DSR 01, flood recovery measures due to MT Flooding Jun2022, 6000026308			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$644,045.00	\$189,425.00	
Additional funds total	\$94688.00	\$31563.00	

Grand total		\$738,733.00	\$220,988.00
18. Approved Budget			
Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$662,963.00	Other	\$75,770.00
Total Direct Cost	\$738,733.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$220,988.00
		Total Federal Funds Awarded	\$738,733.00
		Total Approved Budget	\$959,721.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Thomas Watson State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative John Ostlund Chairman	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

Purpose

The purpose of this amendment is to increase the amount of funding as shown on NOA and the updated Budget Narrative section, and replace the General Terms and Conditions.

Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

Objectives

There are no changes to this section from the original Statement of Work.

Budget Narrative

The below Budget Narrative replaces the Budget Narrative in the original agreement:

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

TOTAL ESTIMATED PROJECT BUDGET \$959,721.00 (increase of \$126,251.00)

The budget includes:

Financial Assistance (FA) Costs

75% NRCS of construction cost \$662,963.00 (increase of \$94,688.00)

25% Sponsor of construction cost \$ 220,988.00 (increase of \$31,563.00)

Technical Assistance (TA) Costs \$ 75,770.00 (no change)

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$ 75,770.00 for contract administration, engineering, and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include:

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibility of the Parties

There are no changes to this section from the original Statement of Work.

Expected Accomplishments and Deliverables

There are no changes to this section from the original Statement of Work.

Resources Required

There are no changes to this section from the original Statement of Work.

Milestone

There are no changes to this section from the original Statement of Work.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

B.O.C.C. Regular

3. a.

Meeting Date: 04/23/2024

Title: Motor Graders RTE

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

TOPIC:

Request to Expend from the Public Works Department for Motor Graders

BACKGROUND:

Motor Graders RTE.

RECOMMENDED ACTION:

Approve

Attachments

Motor Graders RTE



Yellowstone County

Request to Expend

07/01/2021

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

Item(s) Requested:

9 Caterpillars/motor graders

Cost: 1,809,296.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$1,809,296.00

Explanation of Purchase

Caterpillars/motor graders for Road & Bridge.

Road & Bridge

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 4050.000.599.430210.940

Approved: YES ___ NO ___

Budget Balance: \$2,040,500.00

Tabled: _____

Is this a budgeted item? Yes

Date: _____

Finance Note:

Votes: YES NO

Motor Graders to replace 56 & Hesper Round-about project.

Chairperson _____

Member _____

Member _____

James Jones 4.15.24
Purchasing Agent Date

B.O.C.C. Regular

3. b.

Meeting Date: 04/23/2024

Title: Hildi Consulting Contract

Submitted For: Jennifer Jones, Finance Director

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Hildi Provides our Actuarial Service for GASB 75 Requirements

BACKGROUND:

A new contract is entered into every two years.

RECOMMENDED ACTION:

Approve.

Attachments

Hildi Contract 7.1.24-6.30.26

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is entered into and dated April 16, 2024 by and between USI Consulting Group, Inc. (USICG - earlier as **Hildi Inc.**) USICG with offices located at 8000 Norman Center Drive, Suite 400, Bloomington, MN 55437 with headquarters at 95 Glastonbury Blvd., Suite 102, Glastonbury, CT 06033 (hereinafter referred to as the “Consultant”) and Yellowstone County with offices located at 316 North 26th, Room 3401, Billings, MT 59101 (hereinafter referred to as the “Company”). Company and Consultant are jointly referred to as the “parties.”

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant’s invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company’s request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the “Work”), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a “work made for hire” any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a “work made for hire” or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by

Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder.

Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.
14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or

certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Jennifer Jones
Finance Director
Yellowstone County
316 North 26th, Room 3401
Billings, MT 59101

If to Consultant: USI Consulting Group, Inc. (USICG- earlier as **Hildi Inc.**)
8000 Norman Center Drive
Suite 400
Bloomington, MN 55437
Attn: Jill Urdahl, FSA
Minnesota Practice Leader / Consulting Actuary

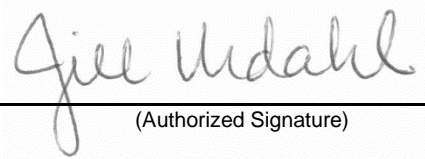
15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: Yellowstone County

Consultant: USICG (earlier as Hildi Inc.)

By: _____
(Authorized Signature)

By:  _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: Minnesota Practice Leader / Consulting Actuary

Date: _____

Date: April 16, 2024

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
USICG (Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	July 1, 2024	June 30, 2026

Base Fees

The approximate budget for USICG (Hildi Inc.) consulting services is as follows:

	2024-2025 Fiscal Year	2025-2026 Fiscal Year
GASB 75	\$3,400	July 1, 2024 actuarial valuation to be used as the base results for this fiscal year. GASB 75 disclosures to be developed for the year ending June 30, 2026. Approximately \$900
Optional: GASB 75/73/101 consulting review on the true-up benefit payment calculations. Each fiscal year it is possible for some additional fees to occur due to this request from the Company/Client on this important calculation.		
Optional: Requested annual OPEB levy calculations will result in additional fees at approximately \$600 to \$1,000 (not a cap).		

These Base Actuarial Fees include the following:

- An Actuarial Report including all information required by the GASB Statements. USICG (Hildi Inc.) will provide an electronic copy of the actuarial report. One to three hard copies of the report can be sent, too, if requested.
- A results meeting by conference call or video call to discuss the results.
- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated April 16, 2024.

Company: Yellowstone County

Consultant: USICG (earlier as Hildi Inc.)

(Authorized Signature)



(Authorized Signature)

(Date)

April 16, 2024

(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

B.O.C.C. Regular

3. c.

Meeting Date: 04/23/2024

Title: ARPA Project Tracking Sheet Update

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

ARPA Project Tracking Sheet through 4/18/24

BACKGROUND:

ARPA Project Tracking Sheet through 4/18/24

RECOMMENDED ACTION:

Approve.

Attachments

ARPA Project Tracking Sheet - through 4.18.24

ARPA Projects

UPDATED: 4/18/2024

Cash @ 7.1.21	Predicted Expenditures	\$ 15,665,317.00
Revenue rec'd 6/10/22		15,665,317.00
LATC Funds rec'd 12/20/22 A101 #104900 / 7/31/23 A101 #109225		125,781.82
COB Water Main Repl. Share A101 #109669 8/23/23		245,657.00
Expended to date		(16,179,030.58)
Cash @ 4/18/24		15,523,042.24
Remaining Budgeted Projects w/o Contingency		(14,460,431.02)
Left to Expend/ Assign		\$ 1,062,611.22

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	\$ (1,288,279.43)	\$ (223,709.69)	\$ 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							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		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	replace 186 Sub-Woofer in original budget	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	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	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 (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	\$ (872,827.23)	\$ -	\$ 627,172.77	Reduced # of Security Cameras & bids came in under estimates			
		\$ 62,537.00	\$ (27,210.00)	\$ -	\$ 35,327.00	Est vs. Bid			
PROJECT #2 OF 5 - LOWER LOT (PAVILION & EXPO) OUTSIDE SEWER LINES; CARNIVAL RV LOT		\$ 8,900,000.00	\$ (6,867,942.42)	\$ (53,456.25)	\$ 1,978,601.33	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	\$ (1,498,267.32)	\$ (138,453.00)	\$ 2,113,279.68	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 Add'l 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	\$ (116,303.21)	\$ (125,382.30)	\$ 458,314.49	Scoped ALL lines, no need to replace entire sewer lines; Arena West sewer lines now need replacing add \$20k	\$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); 4/18/24 Arena East side sewer line complete. Arena West sewer lines in bad shape, unforeseen circumstances. Line will need to be replaced, quote to replace is \$20k.		5.18- Water and Sewer: Other
PROJECT #5 OF 5 - ARENA BACK LOTS / RV LOTS (ELECTRICAL, WATER, SANITARY SEWER, ROCK SCALING, SCARFING ROCK LEDGE, WEB CABLE NETTING)		\$ 5,500,000.00	\$ (859,967.83)	\$ (4,640,032.17)	\$ -		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 \$185,000.00 + 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	2/29/2024	\$ 1,350,000.00	\$ (17,547.50)	\$ (1,332,452.50)	\$ -		Partially funded with LATC Funds; 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	\$ (493,809.33)	\$ (262,190.67)	\$ -		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	\$ (8,344.05)	\$ (4,191,655.95)	\$ -			6.1-Provision of Government Services
	Contingency		\$ 1,973,000.00			\$ 1,973,000.00			

B.O.C.C. Regular

3. d.

Meeting Date: 04/23/2024

Title: Contract Amendment #2 for the HEART Grant

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Contract Amendment #2 for the HEART Grant

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Contract Amendment 2 for the HEART Grant

CONTRACT AMENDMENT NUMBER TWO
CONTRACT FOR
DETENTION CENTER SERVICES
CONTRACT NUMBER DOA-SPB PHH22-0423R-H
DPHHS 23-102-74018-0

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202905 (Mailing) 100 N Park Ste 300, Helena, MT, 59621, Phone Number (406) 444-3964, Fax Number 2 (406) 444-7391, and Yellowstone County (the "Contractor"), whose contact information is as follows: UEI Number FNVKTJD3B7C1, 316 North 26th, Room 3401, Billings, Montana, 59101, Phone Number (406) 256-2832; respectively (collectively, the "Parties").

Effective October 1, 2022 this Contract is amended as follows. Existing language has been struck; amended language underlined.

SECTION 1. SERVICES/SCOPE OF WORK will be amended as follows:

A through C will remain unchanged.

D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:

Attachments A and C through F, and I will remain unchanged.

Contract, including Amendment One, and Two (this instrument)

Attachment B: Budget Amendment Two

Attachment G: Annual Assurances Amendment Two

Attachment H: Annual FFATA Forms Amendment Two

SECTION 2. TERM OF CONTRACT will be amended as follows:

The term of this Contract is from July 1, 2022 through June 30, 2024 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This is the second amendment, third year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.

SECTION 3. CONSIDERATION AND PAYMENTS, will be amended as follows:

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. through C. will remain the same.

D. Sources of Funding

The sources of the funding for this Contract are \$230,559.27 from State Special Revenue HEART Mental Health Fund (HEART MH), \$230,559.27 from State Special Revenue HEART Substance Use Disorder Fund (HEART SUD), \$75,000.00 from Mental Health Block Grant ~~Opioid Response Grant CFDA 93.788~~ from Substance use, Treatment, Prevention, and Recovery Systems Block Grant CFDA 93.959, for a total contract value of \$660,838.50.

Term	Amount	Source
July 1, 2022 through June 30, 2024	\$230,559.27	HEART MH
July 1, 2022 through June 30, 2024	\$230,559.27	HEART SUD
Oct. 1, 2022 through June 30, 2024	\$124,719.96	SOR-III SUPTRS
July 1, 2022 through June 30, 2024	\$ 75,000.00	MHBG ARPA
Total	\$660,838.50	

E. through H. will remain the same.

SECTION 12. COMPLIANCE WITH LAWS/WARRANTIES, will be amended as follows:

H. The following information may be required pursuant to 2 CFR 200:

1. and 2. will remain unchanged.
3. FAIN number: ~~H79TI085776~~ B09SM085895-01, B08TI085818
4. Federal award date: ~~9/23/2022~~ 5/17/2021, 2/15/2023
5. Federal award start and end date: ~~09/30/2022—09/29/2023~~ 09/01/2021 – 09/30/2025, 10/01/2022 – 09/30/2024
6. will remain unchanged.
7. Amount of funds obligated to sub recipient: ~~\$124,719.96~~ 199,719.96
8. Total amount of the federal award: ~~\$4,000,000~~ 4,372,007, \$7,530,296
9. and 10. will remain unchanged.
11. CFDA/ALN number/name: ~~93.788~~ 93.958, 93.959
12. and 13. will remain unchanged.

I. Nondiscrimination Against Firearms Entities/Trade Associations. Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with HB 356, Ch. 193, Mont. L. 2023.

SECTION 27. TRANSITION ASSISTANCE, will be added as a new section in the Contract:

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

AUTHORITY TO EXECUTE

Except as modified above, all other Terms and Conditions of DOA-SPB Contract Number PHH22-0432R-H (DPHHS 23-102-74018-0) including Amendments One remain unchanged in effect.

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____
Rebecca de Camara, BHDD Administrator

Date: _____

BY: _____
Charles T. Brereton, Director

Date: _____

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF LEGAL AFFAIRS

Approved as to Legal Content:

BY: _____
Attorney

Date: _____

MONTANA DEPARTMENT OF ADMINISTRATION, STATE PROCUREMENT BUREAU

Approved as to Form:

BY: _____
Contract Officer

Date: _____

CONTRACTOR

BY: _____
Authorized Signor

Date: _____

ATTACHMENT B

BUDGET AMENDMENT TWO

Montana Department of Public Health and Human Services

Behavioral Health Services in Local Detention Facilities:

Budget Line Item and Narrative, Offeror must utilize, and if necessary, expand upon the following format:

Service Category	Expense Type	Total Requested (Both years)	Narrative (Provide an answer for each provided category or write "n/a" if it does not apply)
1. Behavioral Health Therapy	Contract Personnel	\$ 83,200.00	Program Director- on contract HEART 8 hours/week for \$100/hour for 104 weeks of program
	Contract	\$ 155,750.00	SUD and MH Assessments on Contract with Rimrock and Turn Key. Includes all testing tools, interview, and diagnosis coordination for referrals. A total of 345 SUD, MH, or Co-Occurring assessments could be billed throughout the program at a rate of \$350/assessment.
	Database	\$ 6,000.00	The COR EMR Database used by the jail is needed for upgrades to run the program appropriately and share information. \$6,000 is requested towards the \$25,000 upfront and \$16,000/year expense to make the changes to operate the program.
	Training/Travel	\$ 5,077.21	Requested:2022 Global Exchange conference for 2 staff to learn about MOUD and BHT Justification: Hotel, Per Diem, Shuttle, Flights: \$4,079.21, Conference fees: \$998
	Other (Specify)	\$ 575.00	Computer for medical staff to provide intakes on the units
TOTAL		\$ 250,602.21	
3. Care Coordination	Contract Personnel	\$ 94,804.96	JBPP Care Coordinator: Leah Bergen (Alternatives) & Jeremy Larson (Rimrock), 2 CCs will be hired and paid full time for 22 months of the program. There are multiple funding sources for this position which is paid a minimum of \$20/hour plus benefits. This contract will pay each agency \$2,154.658/month to pay
	TOTAL		\$ 94,804.96
5. Medication for Opioid Use Disorder (MOUD)	Contract	\$ 45,500.00	Program Director Contract- overall management of the project 3.5 hours/week @ \$125/hour for 104 weeks
	Personnel	\$ 38,553.30	OT for jail staff and medical staff to assist with MOUD medication management and administration 2 hours/day, 7 days/week, 104 weeks of program.

	Contract	\$ 87,020.00	290 MOUD assessments and follow up. Contracted to both Rimrock and Turn Key. Each assessment will be billed at \$300 which includes all medication management and follow ups needed.
	Supplies	\$ 22,000.00	Requested: Data Software Justification: The COR EMR Database used by the jail is needed for upgrades to run the program appropriately and share information. \$22,000 is requested towards the \$25,000 upfront and \$16,000/year expense to make the changes to operate the program.
	TOTAL	\$ 193,073.30	
Medications (MOUD)	Bi-Annual Total	\$ 60,400.00	Cost breakdown/Justification: Injectables: \$1100.00/shot x 20, Non-injectables: \$8.00/dose x 4800 doses
	TOTAL	\$ 60,400.00	
Monthly Expenses	Bi-Annual Total	\$ 40,000.00	Cost breakdown/Justification: Data Analysis, JG Research, \$20,000.00/year
	TOTAL	\$ 40,000.00	
Indirect Costs (5% cap)	Bi-Annual Total	\$ 21,958.03	Cost breakdown: indirect 5% of HEART
	TOTAL	\$ 21,958.03	
Total Budget Requested		Total Requested:	
		\$ 660,838.50	

ATTACHMENT G

ANNUAL ASSURANCES AMENDMENT TWO

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The **Contractor**, Yellowstone County, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

- advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
 - C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
 - D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
 - E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
 - F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
 - G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.
 - H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
 - I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [U.S. Department Of Health & Human Services / Office Of Civil Rights www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. [U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention http://www.cdc.gov/Other/privacy.html](http://www.cdc.gov/Other/privacy.html)

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. <https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

CONTRACTOR

BY: _____
Authorized Signor

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: Year _____ quarter _____ Date of last report _____</p>
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(See reverse for public burden disclosure)

<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA /ALN Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks Subawardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA/ALN) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT H

ANNUAL FFATA AMENDMENT TWO

FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT

DPHHS-FB-180
Rev. 7/13/2023

**State of Montana
Department of Public Health and Human Services
Business and Financial Services Division**

**Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 1: Sub-Award Information Required for Reporting**

This report must be completed upon contract obligation of >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	FNVKTJD3B7C1	Provide subrecipient organization's 12-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	23-102-74018-0	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	Substance Use, Treatment, Prevention and Recovery Systems Block Grant, Mental Health Block Grant ARPA	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Yellowstone County	Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1	316 North 26th,	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Room 3401	
FFATA-1-04-C	City	Billings	
FFATA-1-04-D	State	MT	

FFATA-1-04-E	Zip+4	59101	
FFATA-1-04-F	Congressional District	Insert Congressional District	01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	93.958, 93.959	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	\$199,719.96	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	July 1, 2022 - June 30, 2024	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Billings	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Yellowstone	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	MT	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	59101	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	DPHHS BHDD	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	Detention center services	

State of Montana
Department of Public Health and Human Services
Business and Financial Services Division

Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 2: Officers/Executive Compensation Report

This section must be completed upon contract obligation of >\$30,000 and yearly thereafter.

CONTRACT TITLE: Detention Center Services
DPHHS CONTRACT #: 23-102-74018-0
UEI #: FNVKTJD3B7C1
SUBMITTED BY: Insert Name and Title
INSERT DATE: Insert Submission Date
Is Subrecipient (Contractor) Exempt? Insert Yes or No

	Name	Total Compensation	Title
1.	Insert Name	Insert Amount	Insert Title
2.	Insert Name	Insert Amount	Insert Title
3.	Insert Name	Insert Amount	Insert Title
4.	Insert Name	Insert Amount	Insert Title
5.	Insert Name	Insert Amount	Insert Title

RETURN FFATA FORMS TO:
DPHHS
ATTN: BFSD-FFATA REPORTING
PO Box 4210
Helena, MT 59604-4210
or
e-Mail: hhsffata@mt.gov

DPHHS has compiled most of the information required on the FFATA forms. The remaining information must be provided by you, the contractor. Failure to provide this information will result in a delay in issuing payments and may be considered breach of the contract.

B.O.C.C. Regular

4. a.

Meeting Date: 04/23/2024

Title: Striping Contract for Paving 2024

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Pavement Stripping Contract with Streamline Markings Inc.

BACKGROUND:

Contract with Streamline Markings Inc. for the stripping of various asphalt roads

RECOMMENDED ACTION:

Approve the contract.

Attachments

Contracts

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Striping for 2024 Paving Projects**

This agreement is dated as of the 23rd day of April 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Streamline Markings Inc., Billings, Montana (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor and equipment necessary for paint striping of various Yellowstone County Roads as outlined in the quote submitted dated April 15th, 2024

2. Contract Times

This contract will be in effect from April 23rd, 2024, through June 30th, 2024. Projects will be as requested by the Public Works Department and will be performed as agreed by both parties.

3. Contract Price

The Owner shall pay the Contractor \$28.82 per gallon of paint applied per project upon completion and acceptance of the projects by the Owner as stated in the Price Quote date April 15th, 2024. Any change orders for the project must be approved in writing by the County prior to the work being started.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's proposal dated April 15th, 2024.
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

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

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

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In

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

8.0 Termination

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

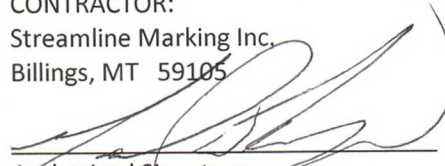
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective April 23rd, 2024.

OWNER:
Yellowstone County
Billings, Montana 59101

John Ostlund, Chair

CONTRACTOR:
Streamline Marking Inc.
Billings, MT 59105



Authorized Signature

Attest:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

4. b.

Meeting Date: 04/23/2024

Title: Invitation for Bid Public Works Asphalt Compactor 2023-2024

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Invitation for Bid for the Purchase of a New Asphalt Compactor

BACKGROUND:

Invitation for bid for the purchase of a new asphalt compactor to update our current asphalt compactor which will be traded in on the new purchase.

RECOMMENDED ACTION:

Approve the invitation for bid

Attachments

Bids

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
PUBLIC WORKS Asphalt Compactor 2023-2024**

Yellowstone County will receive sealed bids for the purchase of one new 2023 or newer Asphalt Compactor per the enclosed specifications until 4:00 p.m. May 6th, 2024. Bids must be submitted to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office in the Stillwater Building, Room 3100, 316 North 26th Street, Billings, MT 59101. Envelopes containing bids must be marked "Public Works Asphalt Compactor" in the lower right-hand corner.

All Bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 4:00 p.m. May 6th, 2024.

All timely bids will be opened and read aloud at 9:30 a.m. May 7th, 2024, in the Commissioners Board Room, Room 3108, located on the third floor of the Stillwater Building. All bids received that are time and date stamped later than 4:00 p.m. May 6th, 2024, will not be opened.

All bids must include a bid security in favor of Yellowstone County in an amount equal to 10% of the total net bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund c) a bid bond or bonds, original only, no copies, executed by a surety company authorized to do business in the State of Montana. Personal checks, business checks, and facsimiles will not be accepted for bid security.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

The Vendor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Vendor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Vendor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Information relating to the bid specifications should be addressed to Greg Fisher 406-208-0547. Questions concerning the bid procedure may be addressed to James Mattson at 406-256-2717.

The Board of County Commissioners will award the purchase of the Asphalt Compactor to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid which best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 23rd day of April 2024.

Board of County Commissioners
Yellowstone County, Montana

John Ostlund, Chairman

Attest:

Jeff Martin
Clerk and Recorder

Asphalt Compactor

Basic Machine requirements

1. Will be 2023 model year or newer
2. Produced for sale in United States
3. Must meet all current EPA regulations
4. Must be a minimum of 7900 lbs
5. Minimum drum width of 52 inches

Lighting

1. All external lighting will be LED
2. Must have multi-directional LED beacon mounted at highest point on machine
3. Front and rear flood lighting

Engine

1. Will be diesel powered
2. EPA tier 4 final certified
3. Liquid cooled engine

Transmission/propulsion

1. Must have infinite forward and reverse speed selection
2. Park brake must disengage transmission so it cannot be driven through a parked event

Drum

1. Will be steel construction
2. Minimum of 4.25 feet in width
3. Front mounted

Tires

1. Will be rear mounted
2. Minimum of 4 tires
3. Smooth compaction style

Spray system

1. Water system
 - a. Nozzles on front drum and rear tires
 - b. Selector valve for front/rear or combined spray option
 - c. On/off switch will be mounted on operator's dash panel

- d. Filter/screen will be serviceable
2. Diesel fuel system
 - a. Nozzles on rear tires only
 - b. On/off switch will be mounted on operator's dash panel
 - c. Will have separate fuel supply tank

Operators station

1. Fuel level
2. Water temp
3. Voltmeter
4. Gauge cluster must be lockable

Safety

1. Certified ROPS
2. Seat belt
3. Park brake must automatically set when seat belt is released
4. Emergency stop button mounted on dash panel
5. All crucial compartments must be lockable
 - a. Fuel
 - b. Engine compartment
 - c. Operators station
 - d. Must be keyed alike
 - i. Same as ignition key

Warranty

1. Will have bumper to bumper style warranty
2. Warranty will run from the time of delivery for a term of no longer than 5 years or 2000 hours of service
3. Will cover all factory or dealer installed items
4. Exceptions will be
 - a. Tires
 - b. Belts
 - c. Lights
 - d. Bristles/mats
5. Any emission issues will be completely covered for 5years/2000 hours

Trade in

1. Model CC34 Cat roller
2. Currently at 1450 hours
3. Currently in service and in working order

BID Sheet

Please include this sheet with your bid documents.

Base Bid (Lump Sum)

\$ _____

Trade in value \$ _____

Net cost \$ _____

Estimated Delivery Date

Company Name

Authorized Representative

Mailing Address

City, State and Zip Code

Telephone Number

Email Address

Date

I acknowledge receiving the following addenda, if applicable.

#1 _____
 Initials

#2 _____
 Initials

B.O.C.C. Regular

4. c.

Meeting Date: 04/23/2024

Title: Contract for Public Works Asphalt Overlay Project III 2023-2024

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Contract with Riverside Contracting, Inc. for Public Works Asphalt Overlay Project III

BACKGROUND:

Contract with Riverside Contracting Inc. for the asphalt overlay of Golf Course Rd and West 9th St in the Laurel area.

RECOMMENDED ACTION:

Approve the contract

Attachments

Contracts

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Public Works Asphalt Overlay Project III 2023-2024
Golf Course Rd, and West 9th Street**

This agreement is dated as of the _____ day of April 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Riverside Contracting Inc – Missoula Mt. (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor and material as outlined in the Owner's formal Invitation to Bid dated March 19th, 2024.

2. Contract Term

Project must be completed and invoiced no later than June 25th, 2024

3. Contract Price

Owner shall pay the Contractor the amount listed in their Bid Sheet (\$534,299.00) dated April 1st, 2024.

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 The Owner's Invitation to Bid.
- 5.3 The Contractor's Bid Sheet dated April 1st, 2024.
- 5.4 The Contractor's current Certificate of Insurance and Workers Compensation Coverage.

6 Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

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

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

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County or Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In

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

8.0 Termination

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

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

This Agreement will be effective April _____ 2024.

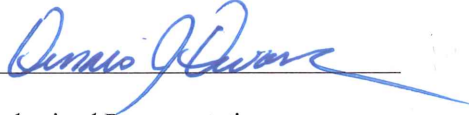
OWNER:

Yellowstone County
Billings, MT 59101

John Ostlund
BOCC Chair

CONTRACTOR:

Riverside Contracting Inc
5571 Alloy South, Missoula Mt 59808



Authorized Representative

Attest:

Jeff Martin
Clerk & Recorder

PERFORMANCE BOND

CONTRACTOR *(name and address):*

Riverside Contracting, Inc.
7116 Cowboy Way
Billings, MT 59106

SURETY *(name and address of principal place of business):*

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER *(name and address):*

Yellowstone County
P.O. Box 35000, 316 N. 26th St.
Billings, MT 59107

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Five Hundred Thirty-four Thousand Two Hundred Ninety-nine And No/100 (\$534,299.00)

Description *(name and location)*: Public Works Asphalt Overlay Project III 2023-2024, Golf Course Rd, and West 9th Street, Yellowstone County, Montana

BOND

Bond Number: 41BCSIW5022

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount: Five Hundred Thirty-four Thousand Two Hundred Ninety-nine And No/100 (\$534,299.00)

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Riverside Contracting, Inc. *(seal)*

Contractor's Name and Corporate Seal

By: *Dennis J. Devous*
Signature

DENNIS J. DEVOUS

Print Name

v.p.
Title

Attest: *Clinton Akel*
Signature

Field Engineer
Title

SURETY

Hartford Fire Insurance Company *(seal)*

Surety's Name and Corporate Seal

By: *John D. Leaf*
Signature *(attach power of attorney)*

John D. Leaf
Print Name

Attorney-In-Fact
Title

Attest: *Jarren Komac*
Signature

Jarren Komac
Title Bond Clerical

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

Riverside Contracting, Inc.
7116 Cowboy Way
Billings, MT 59106

SURETY (name and address of principal place of business):

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER (name and address):
Yellowstone County
P.O. Box 35000, 316 N. 26th St.
Billings, MT 59107

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Five Hundred Thirty-four Thousand Two Hundred Ninety-nine And No/100 (\$534,299.00)

Description (name and location): Public Works Asphalt Overlay Project III 2023-2024, Golf Course Rd, and West 9th Street, Yellowstone County, Montana

BOND

Bond Number: 41BCSIW5022

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Five Hundred Thirty-four Thousand Two Hundred Ninety-nine And No/100 (\$534,299.00)

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Riverside Contracting, Inc. _____ (seal)

Hartford Fire Insurance Company _____ (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: Dennis J. Devcus
Signature

By: John D. Leaf
Signature (attach power of attorney)

DENNIS J. DEVCUS
Print Name

John D. Leaf
Print Name

up.
Title

Attorney-In-Fact
Title

Attest: Clinton Habel
Signature

Attest: Jarren Komac
Signature

Field Engineer
Title

Jarren Komac
Title
Bond Clerical

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTL MOUNTAIN STATES LIMITED
 Agency Code: 41-450011

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Chris Jermunson, Kristin A. Piccioni, Jamie M. Roe of Billings MT, Kaye U. Muzzana of Missoula MT, Casey Caywood, Brooke A. Garness, Kimberly Hodson, Jarren Komac, John D. Leaf, Nathan Oakley, Gary Paladichuk, Amy Steinmetz, Jon Tierney of GREAT FALLS, Montana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Missoula Office, Marsh McLennan Agency LLC, P.O. Box 4386, Missoula, MT 59808. CONTACT NAME: Josh Seaton, PHONE: (406) 327-6424, FAX: (A/C, No):, E-MAIL ADDRESS: Josh.Seaton@MarshMMA.com. INSURER(S) AFFORDING COVERAGE: Arch Insurance Company, NAIC #: 11150.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Public Works Asphalt Overlay Project III 2023-2024 - Golf Course Rd and West 9th Street

CERTIFICATE HOLDER: Yellowstone County/Yellowstone County Public Works, PO Box 35000, Billings, MT 59107-5000. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

APPLIES TO ALL CONSTRUCTION PROJECTS OF THE INSURED UNLESS OTHERWISE EXCLUDED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9286500

Named Insured: RIVERSIDE CONTRACTING INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE
SEPCIFICALLY AGREED IN WRITING TO PROVIDE
ADDITIONAL INSURED STATUS UNDER THIS POLICY.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an “insured” the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9286500

Named Insured: RIVERSIDE CONTRACTING INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Scheduled Railroad	Designated Job Site
RAILROAD(S) AND RAILROAD AUTHORITIES	JOB SITE DESIGNATED IN THE WRITTEN
NAMED IN THE WRITTEN CONTRACT OR	CONTRACT OR AGREEMENT WITH THE NAMED
AGREEMENT WITH THE NAMED INSURED.	INSURED AND EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Scheduled Railroad: RAILROAD(S) WHERE A WRITTEN CONTRACT IS EXECUTED PRIOR TO A LOSS</p>	<p>Designated Job Site: ANY JOB SITE WHERE A WRITTEN CONTRACT IS EXECUTED PRIOR TO A LOSS</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: ZAWCI9990600

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022 Policy No. ZAWCI9990600
Insured RIVERSIDE CONTRACTING, INC.
Insurance Company ARCH INSURANCE COMPANY

Endorsement No.
Premium INCL.

DATE OF ISSUE: 11-17-22

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" is to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/01/2022 at 12:01 A.M. standard time, forms a part of
Policy No. ZAWCI9990600 of the

Insurance Company

Issued to RIVERSIDE CONTRACTING, INC.

(Named Insured)

Authorized Representative

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule below.

All the terms and conditions of the Policy which are not inconsistent with this endorsement continue to apply.

SCHEDULE

Number of Days' Notice: 60

B.O.C.C. Regular

5. a.

Meeting Date: 04/23/2024

Title: Class Specification for Youth Services Center Director

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Yellowstone County Class Specification for Youth Services Center Director

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Class Specification for Youth Services Center Director

Yellowstone County Class Specification

Class Title	Youth Services Center Director
Class Code Number	5130
Grade	K
FLSA	Exempt
EEO Function	Corrections (11)
EEO Category	Officials/Administration (1)
Date	August 2006

Job Summary

Responsible for managing the operations and activities of the County's Youth Services Center; does related work as required.

Distinguishing Class Features

This is highly responsible and difficult management, administrative and supervisory work involving the planning, direction and supervision of the operations of the County's Youth Services Center. The work is performed under the general direction and supervision of the Board of County Commissioners, but nature of work allows employee in this class to exercise independent judgment and initiative. The nature of the work performed requires an employee in this class establish and maintain close cooperative working relationships with the Board of County Commissioners, Finance Director, Boards of Directors of the South Central Juvenile Detention Region, Counselors, Youth Services Center supervisory personnel and employees, youth and parents or guardians of youth in a County youth care facility, school officials and community social services resource providers. Supervision is exercised over all Youth Services Center employees and supervisory personnel and youth in the Youth Services Center's facilities.

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.)

Personnel:

- Trains, assigns, prioritizes, directs, manages, supervises and evaluates the work and activities of Youth Services Center employees;
- Recruitment of all center employees in accordance with prescribed policies and procedures;
- Approves vacation, sick leave and leaves of absence for all Center personnel; and
- Prepares payroll reports for all Youth Services Center staff on a monthly basis.

Program Management:

Development:

- Plans, directs and supervises the operations and activities of the County's Youth Services Center;
- Develops goals, plans and measurements for the identification and evaluation of the Youth Services Center needs;

- ❑ Confers with County's Board of County Commissioners, Finance Director, District and Justice Court Judges and appropriate others to discuss, identify and assess Youth Services Center needs;
- ❑ Identifies key issues involved in meeting the Youth Services department needs;
- ❑ Develops recommendations for enhancing Youth Services Center operations and services in collaboration with the Board of County Commissioners, Finance Director, District and Justice Court Judges and appropriate others; and
- ❑ Reviews all on-going programs and makes recommendations for improvements.

Fiscal:

- ❑ Prepares annual budget for the Youth Services Center in collaboration with the County's Finance Director and monitors expenditures of funds;
- ❑ Prepares regional Youth Services Center budget in collaboration with the South Central Juvenile Detention Region Board of Directors and ensures that regional financial reports are completed and submitted as required; and
- ❑ Researches, writes and administers grants appropriate to Youth Services Center program goals.

General:

- ❑ Recommends and oversees implementation of Youth Services Center policies, rules and regulations;
- ❑ Implements, monitors and changes center programs and procedures as required;
- ❑ Provides guidance and direction to establish and maintain the quality of services offered and to ensure that programs meet the needs of referred youth and State and Federal licensing requirements and standards;
- ❑ Plans and implements public relations activities for Youth Services Center programs;
- ❑ Attends meetings, conferences and workshops as requested and authorized; and
- ❑ Performs related work as required.

Required Knowledge, Skills and Abilities

Knowledge and understanding of:

- ❑ Management and supervision of youth care agencies;
- ❑ Principles and practices of youth care facilities and providing and supervising youth counseling, crisis intervention and youth behavior modification services;
- ❑ Principles, practices and laws of youth probation and corrections;
- ❑ Child and adolescent development and the dynamics of abuse and neglect;
- ❑ Understanding of minorities and their respective cultures; and
- ❑ Social and economic causes of youth crime and delinquency
- ❑ Safety rules, procedures and practices;
- ❑ Governmental code of fair practices.

Skilled in:

- ❑ The organization, leadership and management of social services;
- ❑ Intake interviewing, counseling and assessment;
- ❑ Persuading assigned youth to work for positive behavioral changes; and
- ❑ Identifying and evaluating youth emotional needs.

Ability to:

- ❑ Write clearly and informatively, varying writing style to meet needs;
- ❑ Speak clearly and persuasively in positive and negative situations;
- ❑ Manage difficult or emotional situations;
- ❑ Interpret and implement policies and practices that adhere to all applicable state and federal laws and regulations;

- ❑ Train, assign, supervise and evaluate the work of others;
- ❑ Ability to establish and maintain effective working relationships with the Board of County Commissioners, Finance Director, Youth Services Center supervisory personnel and employees, social service providers, others associated with assigned duties and the general public;
- ❑ Perform a wide variety of youth counseling and related operational and administrative tasks with accuracy and speed under the pressure of highly charged emotional situations;
- ❑ Prepare accurate and reliable reports containing findings, conclusions, recommendations and justifications;
- ❑ Ability to perform a wide variety of management, administrative, supervisory, youth counseling and related operational tasks with accuracy and speed under the pressure of highly charged emotional situations;
- ❑ Operate a personal computer using standard word processing, spreadsheet and database applications appropriate to assigned duties;
- ❑ Use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- ❑ Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology; and
- ❑ Meet challenges with resourcefulness through original thinking and creativity.

Reporting Relationships

Reports to the Board of County Commissioners.

Minimum Qualifications

Education/Experience/Training:

- Graduation from a college or university of recognized standing with a Bachelor's degree in Sociology, Psychology, Social Work, Criminal Justice or a closely related field; **and**
- Four (4) years' experience working with and counseling youth in crisis at the level of Youth Services Program Supervisor; **or**
- Any equivalent combination of experience and training totaling eight (8) years.
- A Master's Degree is desired.

Certifications:

- Drivers License issued by the State of Montana;
- CPR and First Aid Certification within 6-month probationary period.

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 youth, others involved in the treatment and counseling of youth, Counselors, supervisory personnel, other department personnel and appropriate others;
- Specific vision abilities required by this job include the ability close and far vision, the ability to adjust focus while operating computers and viewing into monitors, to read paper documents and to carefully observe the behavior and activities of youth at the facility;
- Manual dexterity that permits the employee to operate a computer keyboard and transport case files, supplies and other items;

- Personal mobility that permits the employee to move from one area of the Youth Service facility to another and to manage youth when they become physically aggressive.

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.

- The work environment is generally an office environment;
- Because an employee in this class is located in a work environment associated with unstable youth, the work may involve an element of personal danger;
- The noise level in the work environment varies from moderate to sporadically loud.

Accepted - Board of County Commissioners

Date Stamp
August 28, 2006

Amended:

Date
April 17, 2024

B.O.C.C. Regular

5. b.

Meeting Date: 04/23/2024

Title: Class Specification for the Information Technology Director

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Yellowstone County Class Specification for the Information Technology Director

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Class Specification for the Information Technology Director

Yellowstone County Class Specification

Class Title	Information Technology Director
Class Code Number	1110
Grade	L
FLSA	Exempt
EEO Function	Financial Administration (1)
EEO Category	Officials and Administrators (1)
Date	January 2007

Job Summary

Plans, organizes, staffs, directs, and controls operations of the Information Technology (IT) Department for Yellowstone County.

Distinguishing Class Features

Responsible for the management, planning, direction, supervision, operations, support, and maintenance of the County's computer systems and networks. Directs the design, development, implementation, and operation of information systems and data processing applications in support of the mission, goals, policies, procedures, and programs of the IT Department and Yellowstone County. The most critical and time-consuming responsibilities include policy implementation, direction of programs, service delivery, and resources management in the IT Department. The decisions made affect the goals, services, and objectives of Yellowstone County and may involve highly sensitive issues affecting the County as a whole. Work is accomplished within the broadest framework of policy guidance.

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.)

- ❑ Advises Board of County Commissioners regarding current industry trends and information processing concept, strategies, and products;
- ❑ Analyzes fiscal requirements and recommends department budgets for personnel, operations, hardware, and training in support of IT functions;
- ❑ Assists department heads and elected officials in evaluation and selection of information systems, and technology products;
- ❑ Analyzes County wide information technology needs;
- ❑ Establishes and implements goals, policies, procedures, and performance indicators for the Information Technology Department;
- ❑ Develops goals, plans and measurements for the identification and evaluation of the County's information technology system needs;
- ❑ Defines business problems to provide County agencies and departments with efficient automation;
- ❑ Evaluates and estimates project costs and evaluates feasibility of alternative approaches;
- ❑ Develops project time frames and identifies training and resource needs;
- ❑ Researches, evaluates, tests, and documents new technologies for compatibility issues within Yellowstone County;

- ❑ Leads team evaluation efforts for new technologies and inform management of implementation impact of new technologies;
- ❑ Recommends hardware and software purchases to meet technological needs;
- ❑ Coordinates information system design and application among all County departments;
- ❑ Develops, recommends, and monitors the Information Systems Department budget;
- ❑ Reviews, evaluates, and approves all expenditures from Information Technology and Technology Fund budgets;
- ❑ Hires, directs, supervises, advises, motivates, counsels, trains and prioritizes and evaluates the work and performance of Information Technology Department employees;
- ❑ Manages, plans, co-ordinates and directs the technical support activities for the County's information technology services and telecommunication resources;
- ❑ Manages the computer systems interface throughout the County;
- ❑ Evaluates departmental effectiveness and initiates changes;
- ❑ Meets with vendors to assess new equipment, products and techniques;
- ❑ Direct and assist with the design of Geographical Information Systems, and Web site applications;
- ❑ Develop, control, manage county internal and external infrastructure;
- ❑ Develop, control, manage county wide WIFI where and when needed;
- ❑ Develop and manage internal and external network security through the use of firewall equipment and software;
- ❑ Prepares various reports and performs special projects as necessary;
- ❑ Performs related work as required.

Required Knowledge and Abilities

Knowledge and understanding of:

- ❑ Principals, theories and concepts of Yellowstone County's information technology infrastructure and of public sector information technology policies, practices, and procedures;
- ❑ Design and knowledge of related fields of computer technology;
- ❑ Tools and technologies available to meet client information requirements;
- ❑ Operating characteristics of the County's information systems environment;
- ❑ Systems and procedures development, business systems analysis techniques, and the operation of complex computer systems;
- ❑ Administration, budgeting, and program management;
- ❑ Communication equipment and software, including on-line, mass storage communication oriented systems;
- ❑ Principles and practices of effective supervision;
- ❑ Principles and practices of leadership and management;
- ❑ Safety rules, procedures and practices;
- ❑ Montana Safety Culture Act;
- ❑ Governmental code of fair practices.

Skill to:

- ❑ Use management techniques and practices to assemble teams to successfully take on projects as assigned;
- ❑ Develop organizational goals and objectives including frequent communications with staff as to department goals and project timelines;
- ❑ Supervise and administer departmental operations;
- ❑ Foster a positive working environment that promotes ideas with staff to find innovative ideas to solve IT problems;
- ❑ Operate a personal computer using word processing, spreadsheet, and database applications appropriate to assigned duties;
- ❑ Maintain clerical records of some complexity and to prepare reports from such records;

- Think strategically.

Ability to:

- Communicate effectively with clients in their terms and translate this information into systems terms;
- Analyze administration problems;
- Plan, organize, supervise, and effectively delegate;
- Define problems, collect data, establish facts, and draw valid conclusions;
- Read, analyze, and interpret common scientific and technical journals, financial reports, complex documents, manuals, and legal documents;
- Respond to common inquiries or complaints from County departments, regulatory agencies, employees or the general public;
- Make effective and persuasive speeches and presentations on controversial or complex topics to top management, employees or public groups;
- Follow written and verbal instructions;
- Generate information systems solutions for department clients;
- Work with IT staff to ensure positive, mentoring relationships exist within the department;
- Provide project leadership and mentorship to information technology services staff;
- Establish and maintain effective working relationships with the Board of County Commissioners, department heads, elected officials, employees, third-party hardware and software providers, and the general public.

Reporting Relationships

Reports to the Yellowstone County Board of County Commissioners and supervises the Information Technology Department staff.

Decision- making Authority:

Decisions made include prioritization of overall projects in the department, funding and budgeting decisions, and development of internal policies, rules, and regulations. The position is responsible for prioritization of tasks within projects, work assignments for IT employees, time/cost estimates, resource requirements and manner of allocation, and design decisions on systems that impact other systems.

Major countywide technology system purchases and IT department fiscal year budget is determined by the Board of County Commissioners.

Challenges and Problems:

Challenged to design and integrate County systems that interact and exchange information. This involves communicating between diverse department needs and translating their needs into technical solutions, while utilizing IT resources in the most effective manner. The incumbent is further challenged to maintain the integrity of existing computer systems by analyzing and resolving information system problems that may impact the entire county technology infrastructure. Maintain cybersecurity insurance compliance as required, including deployment of new technology or standards as necessary.

Typical problems include coordinating assignments to meet project deadlines, determining the impact of proposed changes on information systems, and implementing enhancements on schedule with minimal disruption to the system's operation, and within budget constraints.

Minimum Qualifications

Education/Experience/Training:

- Graduation from a college or university of recognized standing with a Bachelor's Degree in Computer Science, Information Technology, or closely related field; **and**

- Four (4) years' experience in information technology systems development and management; with minimum of three (3) years of supervisory experience of IT staff;
- or
- Any equivalent combination of experience and training totaling eight (8) years.

Desired Qualifications:

- Public sector experience at the local level of government desired.

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.

- While performing the duties of this job, the employee is regularly required to sit and use hands and fingers, to operate computer;
- Occasionally required to crawl, stand, kneel, stoop, crouch, and use hands to handle, or feel while installing computer hardware;
- Specific vision abilities required by this job include close vision and looking into monitors for extended periods of time and ability to adjust focus which permits the employee to perform computer procedures, operate a motor vehicle and to produce and review a wide variety of documents, correspondence, reports and related materials in both electronic and printed form;
- Clarity of speech and hearing that permits the employee to communicate well with others;
- Personal mobility that permits the employee to serve the general public, County departments and access files and other materials in the office;
- Personal mobility that permits the employee to enter, operate and exit motor vehicles.

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.

- The work environment is an office environment and working with computers throughout the County system;
- The noise level in the work environment is usually moderate;
- The position may be subject to afterhours work to resolve or assist with resolving network problems.

Accepted - Board of County Commissioners

Date Stamp
March 27, 2007

Amended:
June 8, 2016

Amended:
April 17, 2024

B.O.C.C. Regular

5. c.

Meeting Date: 04/23/2024

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - MetraPark - 2 Salary & Other, 2 Terminations; Detention Facility - 1 Appointment; Road Department - 1 Appointment; Sheriff's Office - 1 Termination

BACKGROUND:

See attached.

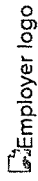
RECOMMENDED ACTION:

Approve.

Attachments

PARS

PAR



MAR 19 2024

Hire/Personnel Action Form

Employee Information

Employee
Kole Kuntz

Hire Information

Position Details	Hire Req#	Job Type
Facilities Director - MetraPark (I) (6041)	202300168	Promotional
Person ID	Job Class	Pay Rate
57331514	Facilities Director - MetraPark (I)	\$79,250.00
Department	Job Class#	HireDate
MetraPark	6041	4/16/24

Division
MetraPark Facilities

Comments

New position 100% 5810.552.460442.111 promo from Event Coordinator to Facilities Director

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	4/12/24 8:37 AM
FINANCE	JENNIFER JONES	4/12/24 8:48 AM
COMMISSIONERS	THERESA REITZ	4/12/24 8:54 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member	_____	_____

Employer logo

APR 19 2024

Hire/Personnel Action Form

Employee Information

Employee
Craig Peterson

Hire Information

Position Details	Hire Req#	Job Type
Production Director (J) (6077)	202300169	Promotional
Person ID	Job Class	Pay Rate
57315383	Production Director (J)	\$81,000.00
Department	Job Class#	HireDate
MetraPark	6077	4/16/24

Comments

New position 100% 5810.552.460442.111 promo from Event Coordinator to Production Director

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	4/12/24 8:37 AM
FINANCE	JENNIFER JONES	4/12/24 8:47 AM
COMMISSIONERS	THERESA REITZ	4/12/24 8:54 AM

Commissioners Action
Approve Disapprove

Chair

Member

Member

APR 17 2024

Hire/Personnel Action Form

Employee Information

Employee
Chris Holmes

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202300007	Full-Time Regular
Person ID	Job Class	Pay Rate
57033169	Detention Officer (D)	\$23.48
Department	Job Class#	HireDate
Sheriff's Office	5090	4/22/24
Division		
Detention Facility		

Comments

Funding: 2300.136.420200.111 @ 100%
replaces: Rutherford

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	4/15/24 9:49 AM
FINANCE	JENNIFER JONES	4/15/24 9:53 AM

Commissioners Action
Approve Disapprove

Chair



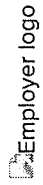
Member



Member



APR 17 2024



Hire/Personnel Action Form

Employee Information

Employee
Taylor Escene

Hire Information

Position Details	Hire Req#	Job Type
Equipment Operator II (E/F) (4025)	202300175	Promotional
Person ID	Job Class	Pay Rate
57502369	Equipment Operator II (E/F)	\$24.29
Department	Job Class#	HireDate
Public Works	4025	4/16/24
Division		
Road		

Comments

2110.401.430200.111 100% replaces Shawn French promo from Operator I to II. 10% increase for one grade. 22.08 x 10% = \$24.29

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	4/15/24 1:18 PM
FINANCE	JENNIFER JONES	4/15/24 1:27 PM

Commissioners Action
Approve Disapprove

Chair

Member

Member

APR 1 / 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Patrick S. McGarvin Effective Date: 4/26/24
Current Title: Event Maint Worker Gr. D/E Salary \$ 26,051.50
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: X VOL.
Temp Part Time: _____ Promotion: (Retired)
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____

Other: _____

Funding: 5810-552-460442-110 Percent 100% New Account _____
Percent _____ Split Account _____

[Signature] _____ Date 4/27/24
Elected Official/Department Head

Section 2

Human Resources:

Note: _____
[Signature] _____ Date 4-16-24
Director

Finance:

Note: _____
[Signature] _____ Date 4.16.24
Director

H.R. Comments:

Commissioner's Action
Approve _____ Disapprove _____

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

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

**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT**

Section 1

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

Name: Lynn Miller Effective Date: 4/15/24
 Current Title: Catering Coordinator Gr. E Salary \$ 25,04
 Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Other: _____ Reclassification: _____
 Funding 5810 - 553 - 400442 - 111 Percent 100% New Account _____
 _____ Percent _____ Split Account _____
 _____ SM _____ 4/15/24 _____
 Elected Official/Department Head _____ Date _____

Section 2

Human Resources: _____ Finance: _____
 Note: _____ Note: _____
 _____ Director _____ Date _____
 Director _____ Date _____
 H.R. Comments: _____ Commissioner's Action
 _____ Approve _____ Disapprove _____

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

B.O.C.C. Regular

Meeting Date: 04/23/2024

Title: Harris Park - Contract with CEI Electrical Contractors for Pedestal Replacement

Submitted For: Monica Plecker

Submitted By: Monica Plecker

TOPIC:

Harris Park - Contract with CEI Electrical Contractors for Pedestal Replacement

BACKGROUND:

The electrical pedestal at Harris Park requires replacement. The work will be paid for by the Harris Park RSID. CEI Electrical Contractors will complete the work.

RECOMMENDED ACTION:

Place to file.

Attachments

Harris Park_CEI Contract

**Standard Form of Agreement between Owner
and Contractor on the Basis of a Stipulated Price
Harris Park Electrical Work**

This agreement is dated as of the 15th day of April 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and CEI. (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor and material as outlined on the April 10, 2024 quote provided by CEI Electrical Contractors

2. Contract Term

Project must be completed and invoiced no later than May 10, 2024

3. Contract Price

Owner shall pay the Contractor the amount listed in their April 10, 2024 quote in the amount of 3,752.00.

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

5.1 This Agreement.

5.2 The Contractor's Quote dated April 10th, 2024.

5.3 The Contractor's current Certificate of Insurance and Workers Compensation

Coverage.

6 Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

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

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

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.
- 8.0 Termination
- This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will

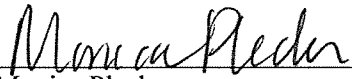
result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

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

This Agreement will be effective April 15th 2024.

OWNER:


Yellowstone County
Billings, MT 59101



Monica Plecker
Deputy Public Works Director

CONTRACTOR:

CEI Electrical Contractors
647 S. 18th Street W
Billings, MT 59102



Authorized Representative



6131 Homestead Blvd
PO Box 1934
Colstrip, MT 59323
TEL: (406) 748-4048
FAX: (406) 748-3135

647 S. 18th Street W.
Billings, MT 59102
TEL: (406) 656-4365
FAX: (406) 656-4534

4105 S. Broadway
Minot, ND 58701
TEL: (701) 500-1007
FAX: (406) 748-3135
www.ceionline.com

April 10, 2024

Yellowstone County

RE: Harris Park pedestal replacement

Attn: Monica Plecker

Per your request, CEI would like to offer the following price for the above-mentioned project located at Harris Park near Lockwood, MT.

Estimate:

Labor	\$	2,100.00
Material	\$	1,652.00
Total	\$	3,752.00

Notes:

- 1) Includes installation of new 200A meter pedestal, trenching and backfill, conduit and wiring to new 8 circuit panel in shed.

If you have any further questions, please call me at (406)670-4183.

Respectfully,

Brodie McDonald

Brodie McDonald
Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Billings Office, Marsh McLennan Agency LLC. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: Continental Insurance Company, INSURER B: American Casualty Company of Reading, PA, INSURER C: Montana State Fund.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Harris Park. **Workers Compensation: Officers - Corporate Officers Included: Brent Burton; Corey Sell all other officers excluded.** Additional insured on GL per form 74705

CERTIFICATE HOLDER: Yellowstone County/Public Works. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

Table with 26 rows listing various insurance coverage sections such as 'Additional Insureds', 'Bodily Injury - Expanded Definition', 'Broad Knowledge of Occurrence/ Notice of Occurrence', etc.

00020005520926315559861



Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

00020005520926315559862



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or



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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. **Damage to Your Product**

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. **Damage to Your Work**

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a.** professional health care services on behalf of the **Named Insured** or
- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



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B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

- 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

- C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



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2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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