

OFFICIAL AGENDA
TUESDAY April 30, 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. PRESENTATION

Proclamation 24-57 - National Therapy Animal Day

9:30 a.m. BID OPENING

Bid Opening for MetraPark 4-H Building HVAC

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. FINANCE

- a. Resolution No. 24-77 of Intent to Dissolve RSID 713M Tanglewood Lake Estates 2nd Filing, Setting the Public Hearing for Tuesday, June 11, 2024 at 9:30 am in Room 3108
- b. Resolution No. 24-78 of Intent to Change Boundary RSID 715M Tanglewood Lake Estates Subdivision, Setting the Public Hearing for Tuesday, June 11, 2024 at 9:30 a.m. in Room 3108

2. PUBLIC WORKS

- a. Resolution 24-79 to Appoint a Board of Viewers for the Abandonment of a Portion of Rosebud Lane - Board of Viewers will be Commissioner John Ostlund, Clerk and Recorder Jeff Martin, Lora Mattox Transportation Planner and Monica Plecker Public Works Deputy Director
- b. Resolution 24-80 to Set a Public Hearing on the Proposed Abandonment of a Portion of 56th Street West in Sunny Cove Fruit Farms Subdivision - Setting the Public Hearing for Tuesday May 14, 2024 at 9:30 am in Room 3108

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

- a. Board Reappointment - Justin Downs to Broadview Fire District #3
- b. Board Openings - Updated List
- c. Support Letter - YVAS

2. COUNTY ATTORNEY

MOU - RiverStone Health and YCAO for Additional Funds for CAC

3. ELECTIONS

- a. Election Judge Appointments for June, 2024
- b. Ballot Tabulation Policy
- c. Short Term Lease at Wells Fargo Building

4.

FINANCE

a.

Sheriff's Office Detention Facility Request to Expend for Commercial Dryer Replacement

b.

Sheriff's Office Detention - Facilities Request to Expend Walk-In Cooler Floor Replacement

c.

MetraPark Recommendation of Award and Contract with Hardy Construction for West Concessions Remodel
5.

PUBLIC WORKS

a.

Contract Z and Z Seal Coating for Public Works Crack Fill Project I 2023-2024
Big Sky Games 2024 Facility Use Agreement
6.

HUMAN RESOURCES

a.

Transcarent Subscription Agreement

b.

PERSONNEL ACTION REPORTS - County Attorney - 2 Appointments; **District Court** - 1 Termination; **MetraPark** - 1 Appointment, 1 Termination

FILE ITEMS

1.

AUDITOR

Payroll Audit April 1 to April 15, 2024
2.

CLERK AND RECORDER

Board Minutes - MetraPark Advisory Board Minutes, County Water and Sewer District Board Minutes
3.

FINANCE

ARPA SLFRF Compliance Report for the Period of Jan-Mar 2024
4.

HUMAN RESOURCES

April 1 - April 15 Payroll Audit

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 04/30/2024

Title: Proclamation - National Therapy Animal Day

Submitted By: Erika Guy

TOPIC:

Proclamation 24-57 - National Therapy Animal Day

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Read & Sign

Attachments

National Therapy Animal Day

PROCLAMATION

Resolution 24-57

WHEREAS, There are thousands of Pet Partners therapy animal teams serving in communities across the United States; and

WHEREAS, Pet Partners has designated April 30th as National Therapy Animal Day; and

WHEREAS, scientific research shows that interacting with therapy animals can reduce stress, relieve depression, slow heart rate, lower blood pressure and strengthen the immune system; an

WHEREAS, therapy animal teams in Yellowstone County play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students, and those approaching end of life; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need; and

WHEREAS, we encourage more pet owners to consider becoming Pet Partners volunteers to help our community by creating greater access to meaningful therapy animal visits.

NOW, THEREFORE, we, the Board of County Commissioners, do hereby proclaim April 30, 2024, as National Therapy Animal Day in Yellowstone County, and encourage our citizens to celebrate our therapy animals and their human handlers. Further, we publicly salute the service of therapy animal teams in our community and in communities across the nation.

PASSED AND ADOPTED by the Board of County Commissioners, Yellowstone County, Montana this 30th day of April, 2024.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 04/30/2024

Title: Bid Opening for MetraPark 4-H Building HVAC

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for MetraPark 4-H Building HVAC

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer the bids to staff.

B.O.C.C. Regular

1. a.

Meeting Date: 04/30/2024

Title: Resolution of Intent to Dissolve RSID 713M Tanglewood Lake Estates 2nd Filing

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

TOPIC:

Resolution No. 24-77 of Intent to Dissolve RSID 713M Tanglewood Lake Estates 2nd Filing, Setting the Public Hearing for Tuesday, June 11, 2024 at 9:30 am in Room 3108

BACKGROUND:

See attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 713M Resolution of Intent to Dissolve

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-77

Resolution of Intent to Dissolve Yellowstone County Rural Special Improvement District No. 713M (Tanglewood Lake Estates Subdivision 2nd Filing)

WHEREAS, pursuant to Sections 7-12-2124 of the Montana Code Annotated, a board of county commissioners has the authority to dissolve a rural special improvement district. To dissolve a district a board of county commissioners passes a resolution of intent to dissolve the district, sets a public hearing on the dissolution, mails notice of the public hearing to the landowners in the district, publishes notice of the public hearing, receives protests on the dissolution, receives comments on the dissolution, holds a public hearing, considers the protests and comments and passes a resolution to dissolve the district. A board of county commissioners can only dissolve a district if it would be in the best interest of the public, the district can pay its debts and enough landowners have not protested the dissolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 713M to maintain roads within the District. Attached as Exhibit A is a copy of the resolution that created the District, Exhibit B a map of the District, and Exhibit C a property listing for the District. Since the parcels in RSID 713M will be added to RSID 715M Tanglewood Lake Estates Subdivision, the funds in RSID 713M will be moved to RSID 715M for ongoing road maintenance.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to dissolve Yellowstone County Rural Special Improvement District No. 713M. The Board intends to dissolve the District because the properties in RSID 713M are encompassed within RSID 715M Tanglewood Lake Estates Subdivision.

On June 11, 2024, the Board shall hold a public hearing on the dissolution of the District. At the hearing, the Board will receive comments on the dissolution of the District and consider protests and comments on the dissolution of the District. The Board orders the Yellowstone County Clerk and Recorder to publish notice of the public hearing, mail notice of the public hearing to all property owners within the District, receive written comments and protests on the dissolution of the District and provide the comments and protests to the Board before the hearing.

After the hearing, if enough property owners have not protested the dissolution of the District and the Board believes that it is in the best interest of the public to dissolve the District, it will pass a resolution to dissolve the district. Conversely, if enough property owners have protested the dissolution of the District or the Board believes that it is not in the best interest of the public to dissolve the District, it will pass a resolution not to dissolve the District.

Passed and Adopted on the 30th 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

EXHIBIT A

RESOLUTION NO 03-149

**RESOLUTION CREATING
RURAL SPECIAL IMPROVEMENT DISTRICT # 713M
TANGLEWOOD LAKE ESTATES SUBDIVISION 2ND FILING
FOR STREET MAINTENANCE**

WHEREAS, a Petition signed by more than Sixty Percent (60%) of the Freeholders of the proposed district has been submitted to the Board of County Commissioners for creation of a rural improvement district for road maintenance within Yellowstone County, Montana;

WHEREAS, the boundaries of the proposed district are the exterior boundaries of the following described real property: (See Schedule A); and,

WHEREAS, the anticipated cost for the maintenance, and the breakdown of those costs for benefited properties is attached hereto, marked Schedule "C" and by this reference made a part hereof; and,

WHEREAS, the district shall be considered a district to exist perpetually unless included within another district providing the same services or assumed by a municipality; and,

WHEREAS, now is the date and time duly notices and published as required by law for the Board of County Commissioners of Yellowstone County to hear and pass all protests that may be made against the making of said maintenance district; and,

WHEREAS, 0 protests have been delivered to the County Clerk since the duly published first notice of the passing of the Resolution of Intention; and,

WHEREAS, the Board of County Commissioners has acquired the jurisdiction to order the improvements pursuant to Section 7-12-2113, M.C.A.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of County Commissioners of Yellowstone County, Montana, deeming the public interest or convenience require, and having acquired jurisdiction, hereby creates the following Rural Special Improvement District;

1. NUMBER OF DISTRICT

Said Rural Special Improvement District shall be designated as District No #713M.

2. DESCRIPTION OF DISTRICT

The district is described by the exterior boundaries of the following described property (See Schedule A.)

3. DESCRIPTION OF IMPROVEMENTS, DESCRIPTION OF MAINTENANCE, METHOD OF ASSESSMENT, AND ESTIMATED COSTS (See Schedule D)

4. DURATION

The district shall be deemed to be perpetuated in nature unless absorbed and replaced by another district or municipality.

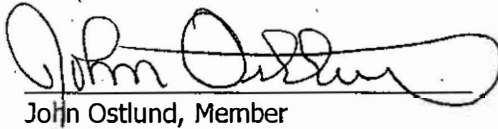
Resolution Creating Rural Special Improvement District
Page 2

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana
this 10th day of November, 2003

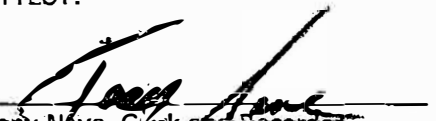
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


Bill Kennedy, Chairman


James E. Reno, Member


John Ostlund, Member

(SEAL)
ATTEST:


Tony Nave, Clerk and Recorder
Yellowstone County, Montana

Schedule A

RESOLUTION OF INTENTION TO CREATE R.S.I.D. #713M

(TANGLEWOOD LAKE ESTATES SUBDIVISION-2ND FILING)

LEGAL DESCRIPTIONS

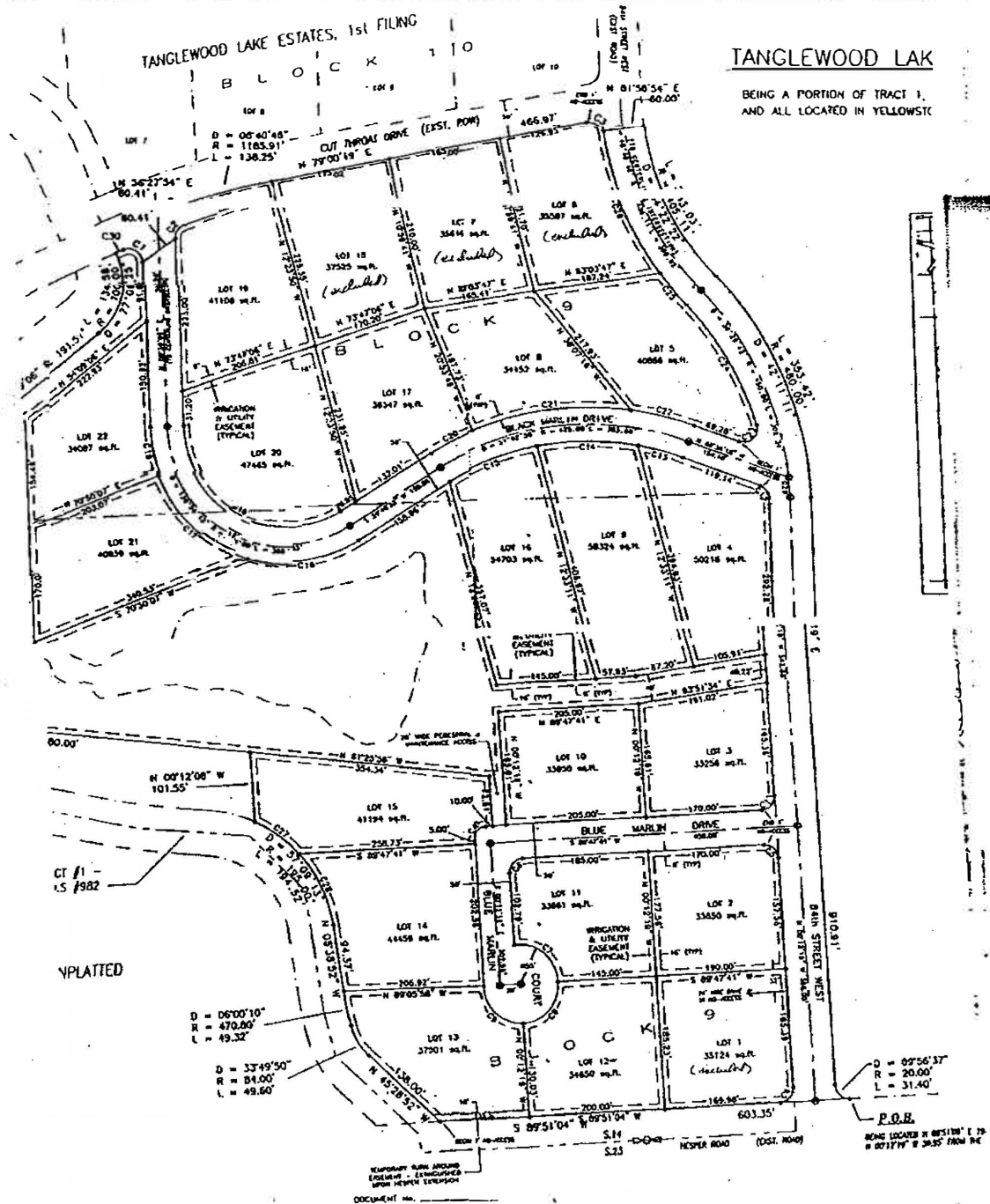
Lots 2 through 5 block 9

Lots 8 through 17 block 9

Lots 19 through 22 block 9

Tanglewood Lake Estates Subdivision-Second Filing

Exhibit B



Schedule D

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION C ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

ACTIVITY/IMPROVEMENT	ESTIMATED COST
	\$
	\$

WINTER MAINTENANCE:

ACTIVITY/IMPROVEMENT	ESTIMATED COST
Plowing Roads (Snow Removal)	\$ 500
	\$

SPRING MAINTENANCE:

ACTIVITY/IMPROVEMENT	ESTIMATED COST
	\$
	\$

SUMMER MAINTENANCE:

ACTIVITY/IMPROVEMENT	ESTIMATED COST
	\$
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: 500

Yellowstone County

TONY NAVE
Clerk & Recorder
P.O. Box 35001
Billings, MT 59107-5001

Phone (406) 256-2785
Fax (406) 256-2736
E-mail: tnave@ystone.mt.gov



October 28, 2003

To: Property Owner(s) in Tanglewood Lake Estates, 2nd Filing

From: Tony Nave
Yellowstone County Clerk & Recorder

Re: RSID Maintenance District Boundaries for:
Tanglewood Lake Estates Subdivision, 2nd Filing

In reviewing the proposed boundary of the maintenance district for streets in Tanglewood Lake Estates Subdivision 2nd Filing, it has been determined that the following lots do not front upon the streets to be improved and will not benefit from the proposed maintenance district:

Lots 1, 6, 7, and 18 in Block 9, Tanglewood Lake Estates Subdivision, 2nd Filing

The boundaries of the proposed RSID district have been amended to delete these lots.

EXHIBIT C
RSID 713M TANGLEWOOD LAKE ESTATES 2ND - PROPERTY LISTING
FOR 2024 DISSOLUTION

	Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description
1	C14609	BLODGETT, DUSTIN & HANNAH	8410 BLUE MARLIN DR	8410 BLUE MARLIN DR	BILLINGS	MT	59106-4625	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 2
2	C14610	HOPKINS, CODY C & AUBREY L	8405 BLUE MARLIN DR	17 1/2 ALDERSON AVE	BILLINGS	MT	59101-6068	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 3
3	C14611	GORDER, CHRISTIAN A & KATHLEEN G	8400 BLACK MARLIN DR	8400 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 4
4	C14612	ANDERSON, RACHEL D	8401 BLACK MARLIN DR	8401 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 5
5	C14615	GRAY, GERALD	8415 BLACK MARLIN DR	8415 BLACK MARLIN	BILLINGS	MT	59101	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 8
6	C14616	BAKICH, RODDO S & SHELBY E	8410 BLACK MARLIN DR	8410 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 9
7	C14617	HOPKINS, CODY C & AUBREY L	BLUE MARLIN DR	17 1/2 ALDERSON AVE	BILLINGS	MT	59101-6068	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 10
8	C14618	HEREIM, CHARLES E & JEANNE	1535 BLUE MARLIN CT	1535 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 11
9	C14619	ZUNDEL, RON D	1545 BLUE MARLIN CT	1545 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 12
10	C14620	ELK CREEK LLP	BLUE MARLIN CT	1545 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 13
11	C14621	MCDONALD, TOM J & STEPHANIE L	1530 BLUE MARLIN CT	1530 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 14
12	C14622	YEAGER, DEREK	1520 BLUE MARLIN CT	1520 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 15
13	C14623	ROSE, DARYL L	8420 BLACK MARLIN DR	8420 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 16
14	C14624	PATTERSON, SHANNAN STUART &	8435 BLACK MARLIN DR	8435 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 17
15	C14626	SAMANO, GREGORY P & MARGARET M	8460 CUT THROAT DR	925 CHINABERRY CT	NEW SMYRNA BEACH	FL	32168-7941	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 19
16	C14627	WERBELOW, RICHARD & LINDA J	8455 BLACK MARLIN DR	8455 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 20

Private Park - not assessed:

C14684	LAKESIDE HOMEOWNERS ASSOCIATION	BLACK MARLIN DR	8535 LONGMEADOW DR	BILLINGS	MT	59106-1825	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 23, AMD (15)
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B.O.C.C. Regular

1. b.

Meeting Date: 04/30/2024

Title: Resolution of Intent to Change Boundary RSID 715M Tanglewood Lake Estates
Subdivision

Submitted For: Jennifer Jones, Finance Director

Submitted By: Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-78 of Intent to Change Boundary RSID 715M Tanglewood Lake Estates
Subdivision, Setting the Public Hearing for Tuesday, June 11, 2024 at 9:30 a.m. in Room 3108

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 715M Resolution to Change Boundary

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-78

Resolution of Intent to Change Boundary for Yellowstone County Rural Special Improvement District No. 715M (Tanglewood Lake Estates Subdivision)

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement district once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner has an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board's intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to all current property owners and all proposed property owners to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District 715M to maintain the roads in Tanglewood Lake Estates Subdivision. Attached as Exhibit A is a map of the District with proposed changes and Exhibit B a property listing for the District.

WHEREAS, it has been determined that properties located in RSID 713M Tanglewood Lake Estates 2nd are encompassed within Rural Special Improvement District 715M Tanglewood Lake Estates Subdivision. Therefore, these two Districts shall be combined. In addition, there are properties within the current boundary of RSID 715M that are no longer a benefitted parcel due to alternate access via Wisner Ave. and should be removed from RSID 715M.

WHEREAS, the boundary of the district will be changed to include tax codes as listed in Exhibit B.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to change the boundary of Yellowstone County Rural Special Improvement District No. 715M to include parcels previously in RSID 713M and to exclude non-benefitted parcels with alternate access to maintain the roads within Tanglewood Lake Estates Subdivision.

On June 11, 2024, the Board shall hold a public hearing on the boundary change of the District. At the hearing, the Board will receive comments and consider protests on the boundary change of the District. The Board orders the Yellowstone County Clerk and Recorder to publish notice of the public hearing, mail notice of the public hearing to all current property owners and all proposed property owners within the proposed boundary change of the District, receive written comments and protests on the boundary change of the District and provide the comments and protests to the Board before the hearing. After the hearing, if enough property owners have not protested the boundary change of the District and the Board believes the boundary change is in the best interest of the public, it will pass a resolution to change the boundary of the District. Conversely, if either enough property owners have protested the boundary change of the District or the Board believes the boundary change is not in the best interest of the public, it will pass a resolution not to change the boundary of the District.

Passed and Adopted on the 30th 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

201

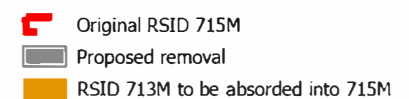


EXHIBIT B
RSID 715M TANGLEWOOD LAKE ESTATES SUBDIVISION - PROPERTY LISTING
FOR 2024 BOUNDARY CHANGE

	Tax ID	Owner_Name	FullAddr	MailAddr1	MailAddr2	City	ST	Zip	Legal Description
1	C07498	YERGER, KENDALL J	8410 SAIL FISH DR	8410 SAIL FISH DR		BILLINGS	MT	59106-4614	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 1
2	C07498A	TUELL, JAMES E & LORI K	8435 SAIL FISH DR	8435 SAIL FISH DR		BILLINGS	MT	59106-4618	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, & TANGLEWOOD WEST 1ST FILING AMND BLK 1 LOT 2
3	C07498B	WIDDICOMBE, BREANNE N & SHAWN R	8465 SAIL FISH DR	8465 SAIL FISH DR		BILLINGS	MT	59106-4618	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 3
4	C07499	MOORE, EDWIN R	8515 SAIL FISH DR	8515 SAIL FISH DR		BILLINGS	MT	59106-4615	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 4
5	C07499A	CHARETTE, MELANIE	8535 SAIL FISH DR	8535 SAIL FISH DR		BILLINGS	MT	59106-4615	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 5
6	C07499B	WALTER, LYNN M & KIM L	8545 SAIL FISH DR	8545 SAIL FISH DR		BILLINGS	MT	59106-4615	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 6
7	C07500	PHILIPPI, REBECCA L & CHAD D	8625 SAIL FISH DR	8625 SAIL FISH DR		BILLINGS	MT	59106-4601	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 9
8	C07500A	SHEPP, PATRICK A & JESSICA L	8565 SAIL FISH DR	8565 SAIL FISH DR		BILLINGS	MT	59106-4615	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 7
9	C07500B	LAMBERT, PAUL W III	8615 SAIL FISH DR	8615 SAIL FISH DR		BILLINGS	MT	59106-4053	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 8
10	C07501A	BONNER, MATTHEW M & TIFFANY M	8705 SAIL FISH DR	8705 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 11A, AMD **NOW COMBO LTS 8A & 11A, BLK 1** (16)
11	C07501B	DAVID G KEIN TRUST &	8635 SAIL FISH DR	8635 SAIL FISH DR		BILLINGS	MT	59106-4601	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 1, Lot 10A, AMD 1.307 AC (07)
12	C07502	RUSSOM, TIMOTHY R & SHANNON L	1100 BACK BAY DR	1100 BACK BAY DR		BILLINGS	MT	59106-4603	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 1
13	C07502A	ROTTTRUP, CADEN J & LAURA K	1110 BACK BAY DR	1110 BACK BAY DR		BILLINGS	MT	59106-4603	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 2
14	C07502B	COWEN, MITCHELL E & ALICIA	8770 SAIL FISH DR	8770 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 3
15	C07503	MORAST, JEREMY & HEATHER	8766 SAIL FISH DR	8766 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 4A, AMD 1.358 AC (07)
16	C07503A	BECKHAM, NANCY	8730 SAIL FISH DR	8730 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 5, 63361 SQUARE FEET
17	C07503B	BUNCH, TYSON &	8720 SAIL FISH DR	PO BOX 3494		BILLINGS	MT	59103-3494	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 6A, AMD 1.239 AC (07)
18	C07504	PENDERGRASS, DANIEL T & TANA	8725 SAIL FISH DR	8725 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 9A, AMD 2.033 AC (07)
19	C07504B	OTT, JUSTIN & JESSICA	8710 SAIL FISH DR	8710 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 7A, AMD 1.539 AC (07)
20	C07505	BONINI ENTERPRISES LLC	SAIL FISH DR	8470 LONGMEADOW DR		BILLINGS	MT	59106-1813	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 11A
21	C07505A	HARTMAN, EMANUEL IV & LORNA R	8731 SAIL FISH DR	8731 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 2, Lot 10A, AMD 1.623 AC (07)
22	C07506	MAURER, DANIEL P & JOELLEN L	8775 SAIL FISH DR	8775 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 3, Lot 1
23	C07507	MILLER, JAMES ADAM & SAMANTHA	8765 SAIL FISH DR	2458 EASTRIDGE DR		BILLINGS	MT	59102-2895	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 3, Lot 2
24	C07508	HALE, MARK & MARGARET ANNE	8755 SAIL FISH DR	8755 SAIL FISH DR		BILLINGS	MT	59106-4626	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 3, Lot 3A
25	C07509	LONDON, CHAD & HEATHER A	8420 SAIL FISH DR	8420 SAIL FISH DR		BILLINGS	MT	59106-4614	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 1
26	C07510	MURPHY, JERE	8520 SAIL FISH DR	8520 SAIL FISH DR		BILLINGS	MT	59106-4615	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 4
27	C07510A	POGHOSYAN, ASTGHIK	8540 SAIL FISH DR	810 BRUINS LN APT 8		BILLINGS	MT	59106-8510	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 5
28	C07510B	LONG, ROBERT R & SHERRY M	8550 SAIL FISH DR	PO BOX 81214		BILLINGS	MT	59108-1214	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 6
29	C07511	MYERS, WILLARD L & JULIE A	1085 BACK BAY DR	7137 KING AVE W		BILLINGS	MT	59106-2616	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 7
30	C07511A	LACKMAN, LUKE & DANIELLE M	1105 BACK BAY DR	5548 CENTRAL AVE		BILLINGS	MT	59106-2324	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 9, AND AMD TANGLEWOOD WEST 1ST FIL
31	C07512	BEELER, SCOTT K	1115 BACK BAY DR	1115 BACK BAY DR		BILLINGS	MT	59106-4603	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 10
32	C07513	McCOMISH DANIEL	1125 BAY BACK DR	1125 BACK BAY DR		BILLINGS	MT	59106-4603	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 11
33	C07513A	PAVIA, NICHOLAS M & JACQUELINE R	1135 BACK BAY DR	1135 BACK BAY DR		BILLINGS	MT	59106-4603	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 12
34	C07515	FISCHER, CLAYTON A &	8410 LONGMEADOW DR	8410 LONGMEADOW DR		BILLINGS	MT	59106-1813	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 1
35	C07515A	BONINI ENTERPRISES LLC	LONGMEADOW DR	8470 LONGMEADOW DR		BILLINGS	MT	59106-1813	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 2
36	C07515B	BONINI, JOE & SHAWNA	8470 LONGMEADOW DR	8470 LONGMEADOW DR		BILLINGS	MT	59106-1813	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 3
37	C07516	ALBRECHT, NICHOLAS JAY & JEANETTE	8510 LONG MEADOW DR	8510 LONGMEADOW DR		BILLINGS	MT	59106-1826	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 4
38	C07516A	BLOCK, DANA & DANIA	8520 LONGMEADOW DR	8520 LONGMEADOW DR		BILLINGS	MT	59106-1826	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 5
39	C07516B	LEONIS, DOMINGO &	8530 LONGMEADOW DR	8530 LONGMEADOW DR		BILLINGS	MT	59106-1826	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 6
40	C07517	HILLIS, DAVID G & AIMEE	8505 CUT THROAT DR	8505 CUT THROAT DR		BILLINGS	MT	59106-4613	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 7
41	C07517A	SULLIVAN, BRADLEY JON & LORIE ANN	8445 CUT THROAT DR	8445 CUT THROAT DR		BILLINGS	MT	59106-4611	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 8
42	C07518	MCLEOD, JENNIFER	8405 CUT THROAT DR	8405 CUT THROAT DR		BILLINGS	MT	59106-4611	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 10
43	C07518A	PEILA-FROHLICH, BARBARA C &	8425 CUT THROAT DR	8425 CUTTHROAT DR		BILLINGS	MT	59106-4611	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 10, Lot 9
44	C07519	KANTA, JOE J TRUSTEE	8405 LONGMEADOW DR	8405 LONGMEADOW DR		BILLINGS	MT	59106-1813	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 11, Lot 1
45	C07520	PERRIGO, COLE & BRITTNEY	8525 CUT THROAT DR	8525 CUT THROAT DR		BILLINGS	MT	59106-4613	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 1
46	C07521	MORGAN, TWILLA KAY	8575 CUT THROAT DR	8575 CUT THROAT DR		BILLINGS	MT	59106-4613	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 014, Lot 004, LT 4 BLK 14 TANGLEWOOD LAKES ESTATES SUBD 1ST FILING
47	C07521A	DOYLE, JEFFREY L & KARA L	8605 CUT THROAT DR	8605 CUT THROAT DR		BILLINGS	MT	59106-4617	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 5
48	C07521B	KAHN, CHRISTOPHER M & SUSAN M	8625 CUT THROAT DR	8625 CUT THROAT DR		BILLINGS	MT	59106-4617	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 6
49	C07522	RATH, NADINE	8645 CUT THROAT DR	8645 CUT THROAT DR		BILLINGS	MT	59106-4617	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 7
50	C07522A	SNYDER, SHANN	8665 CUT THROAT DR	8665 CUT THROAT DR		BILLINGS	MT	59106-4617	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 8
51	C07522B	SITTER, GAYLE & DIANE	8705 CUT THROAT DR	8705 CUT THROAT DR		BILLINGS	MT	59106-4621	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 9
52	C07524	PALMITER, SAMUEL R & SONYA L	8660 LONGMEADOW DR	8660 LONGMEADOW DR		BILLINGS	MT	59106-1802	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 13
53	C07525	REIGER, LISA	8610 LONGMEADOW DR	8610 LONGMEADOW DR		BILLINGS	MT	59106-1802	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 16
54	C07525A	WILLIAMS, THOMAS T & DARLENE M	8590 LONGMEADOW DR	8590 LONGMEADOW DR		BILLINGS	MT	59106-1826	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 17
55	C07525B	SCHAAF, LESTER C & DONNA WILSON	8580 LONGMEADOW DR	8580 LONGMEADOW DR		BILLINGS	MT	59106-1826	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 18
56	C07526	WALTON, AMY J & DONAVON	8570 LONGMEADOW DR	8570 LONGMEADOW DR		BILLINGS	MT	59106-1826	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 19
57	C07526A	SONGSTAD, JOHN & ALLYSON	8560 LONGMEADOW DR	8560 LONGMEADOW DR		BILLINGS	MT	59106-1826	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 20
58	C07527	WEAVER, NATHAN D & REBECA	8577 LONGMEADOW DR	8577 LONGMEADOW DR		BILLINGS	MT	59106-1825	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 1
59	C07528	BOUCHARD, RICK & MARTHA	8585 LONGMEADOW DR	8585 LONGMEADOW DR		BILLINGS	MT	59106-1825	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 2
60	C07529	EIDE, JEREMY J & MARY F	8605 LONGMEADOW DR	8605 LONGMEADOW DR		BILLINGS	MT	59106-1823	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 3
61	C07530	DANTIC, AARON & LINDSEY	8625 LONGMEADOW DR	2320 ZOO DR STE D		BILLINGS	MT	59101-6231	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 4
62	C07530A	JAMISON, ZACHERY W & JULIE M	8635 LONGMEADOW DR	8635 LONGMEADOW DR		BILLINGS	MT	59106-1823	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 5
63	C07530B	LYLE, NICHOLAS & CHRISTINE	8655 LONGMEADOW DR	8655 LONGMEADOW DR		BILLINGS	MT	59106-1823	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 6
64	C07531	MILL, KIMBERLY A	8705 LONGMEADOW DR	8705 LONGMEADOW DR		BILLINGS	MT	59106-4606	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 7
65	C07531A	NEW LIFE PROPERTIES LLC	8715 LONGMEADOW DR	PO BOX 5711		CLOVIS	NM	88102-5711	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 8

EXHIBIT B
RSID 715M TANGLEWOOD LAKE ESTATES SUBDIVISION - PROPERTY LISTING
FOR 2024 BOUNDARY CHANGE

66	C07532	MAPSTON, KELLY J & TWILA J	8735 LONGMEADOW DR	8735 LONGMEADOW DR	BILLINGS	MT	59106-4606	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 10
67	C07532A	MAPSTON, KELLY J & TWILA	LONGMEADOW DR	8735 LONGMEADOW DR	BILLINGS	MT	59106-4606	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 9
68	C07533	LINTON, MATTHEW & BETHANY	8745 LONGMEADOW DR	8745 LONGMEADOW DR	BILLINGS	MT	59106-4606	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 11
69	C07534	BOWEN, RICHARD LEE	8755 LONGMEADOW DR	8755 LONGMEADOW DR	BILLINGS	MT	59106-4606	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 12
70	C07535	STOVALL, JEFFREY	8765 LONGMEADOW DR	8765 LONGMEADOW DR	BILLINGS	MT	59106-4606	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 15, Lot 13
71	C12893	HARPER, SHANNON D & JULIE K	8485 LONGMEADOW DR	8485 LONGMEADOW DR	BILLINGS	MT	59106-1813	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 11, Lot 3
72	C13013	KRUG, DARCI	8455 LONGMEADOW DR	8455 LONGMEADOW DR	BILLINGS	MT	59106-1813	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 11, Lot 2
73	C13014	WALTON, MELISSA C & WILLIAM A	8515 LONG MEADOW DR	8515 LONGMEADOW DR	BILLINGS	MT	59106-1825	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 11, Lot 4
74	C13015	MOORMAN, MICHAEL W & DONNA M	8440 SAIL FISH DR	8440 SAIL FISH DR	BILLINGS	MT	59106-4614	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 2
75	C13016	OLSON, JUDITH ANN	8470 SAIL FISH DR	8470 SAIL FISH DR	BILLINGS	MT	59106-4614	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 3
76	C13017	WINK, KYLE & ABBEY	1095 BACK BAY DR	1095 BACK BAY DR	BILLINGS	MT	59106-4628	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 4, Lot 8
77	C13018	NASH, KARRI	8650 LONGMEADOW DR	8650 LONGMEADOW DR	BILLINGS	MT	59106-1802	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 14
78	C13019	TOUNSLEY, CIPI L	8630 LONGMEADOW DR	8630 LONGMEADOW DR	BILLINGS	MT	59106-1802	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 15
79	C13020	WYMAN, SEAN	8535 CUT THROAT DR	8535 CUT THROAT DR	BILLINGS	MT	59106-4613	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 2
80	C13021	ROCKWELL, KEVIN & CHRISTINA	8545 CUT THROAT DR	8545 CUT THROAT DR	BILLINGS	MT	59106-4613	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 3
81	C13022	SMITH, GARY P &	8725 CUT THROAT DR	8725 CUT THROAT DR	BILLINGS	MT	59106-4621	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 10
82	C13023	LEINTZ, JESSICA E & CHRISTOPHER A	8740 LONGMEADOW DR	8740 LONGMEADOW DR	BILLINGS	MT	59106-4606	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 11
83	C13024	MILL, KIMBERLY A (1/2 INT) &	LONGMEADOW DR	8705 LONGMEADOW DR	BILLINGS	MT	59106-4606	TANGLEWOOD LAKES ESTATES 1ST, S14, T01 S, R24 E, BLOCK 14, Lot 12
84	C14141	PATTERSON, BARRY E & DEBBIE	8805 LONGMEADOW DR	8805 LONGMEADOW DR	BILLINGS	MT	59106-4627	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 12
85	C14608	ZUMBRUN, ANGIE J	1580 S 84TH ST W	1580 S 84TH ST W	BILLINGS	MT	59106-1819	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 1
86	C14613	JAMES, KENNETH A & CONSUELA M	8400 CUT THROAT DR	8400 CUT THROAT DR	BILLINGS	MT	59106-4611	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 6
87	C14614	REIMERS, PHILLIP M & MARIA A	8420 CUT THROAT DR	8420 CUT THROAT DR	BILLINGS	MT	59106-4611	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 7
88	C14625	BROBERG, DANNY	8440 CUT THROAT DR	8440 CUT THROAT DR	BILLINGS	MT	59106-4611	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 18
89	C15130	LOVE, ROSS D	8955 LONGMEADOW DR	PO BOX 892	MAYS LANDING	NJ	08330-0892	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 1
90	C15131	FELLOWS, JAMES	8945 LONGMEADOW DR	8945 LONGMEADOW DRIVE	BILLINGS	MT	59106	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 2
91	C15132	LOPEMAN, ANDREW D	8935 LONGMEADOW DR	8935 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 3
92	C15133	MURRAY, DEAN MICHAEL & CINDY L	8925 LONGMEADOW DR	8925 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 4
93	C15134	FINK, DOUGLAS E & MICHELE R	8915 LONGMEADOW DR	8915 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 5
94	C15135	ADAMS, WANDA K ETAL	8905 LONGMEADOW DR	8905 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 6
95	C15136	BELL, ALISSA &	8855 LONGMEADOW DR	8855 LONGMEADOW DR	BILLINGS	MT	59106-4627	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 7
96	C15137	NYMEYER, KEVIN W & SHELLEY D	8845 LONGMEADOW DR	8845 LONGMEADOW DR	BILLINGS	MT	59106-4627	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 8
97	C15138	CARDER, DEVIN	8835 LONGMEADOW DR	8835 LONGMEADOW DR	BILLINGS	MT	59106-4627	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 9
98	C15139	CARDER, DEVIN	8825 LONGMEADOW DR	8835 LONGMEADOW DR	BILLINGS	MT	59106-4627	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 10
99	C15140	ALBRECHT, JEANETTE	8815 LONGMEADOW DR	812 CENTRAL AVE	BILLINGS	MT	59102-5818	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 12, Lot 11
100	C15142	PEPOS, ZANE C & JESSICA L	8980 LONGMEADOW DR	8980 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 1
101	C15143	NUERNBERGER, COLLEEN M & HOWARD P	8970 LONGMEADOW DR	8970 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 2
102	C15144	PARRENT, ALLEN	8960 LONGMEADOW DR	8960 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 3
103	C15145	CHASE, MONICA	8950 LONGMEADOW DR	8950 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 4
104	C15146	WETZLER, LANCE W & LISA M	8940 LONGMEADOW DR	8940 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 5
105	C15147	ENTREKIN, JOSH &	8930 LONGMEADOW DR	8930 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 6
106	C15148	SCHREINER, ALAN D & TAMMY S	8920 LONGMEADOW DR	8920 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 7
107	C15149	JOHNSON, LORI &	8910 LONGMEADOW DR	8910 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 8
108	C15150	SPENCER, AVERY & AMANDA	8900 LONGMEADOW DR	8900 LONGMEADOW DR	BILLINGS	MT	59106-1820	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 9
109	C15151	BONINI ENTERPRISES LLC	8830 LONGMEADOW DR	8470 LONGMEADOW DR	BILLINGS	MT	59106-1813	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 10
110	C15152	BOWMAN, MASON R & KIMBERLY L	8710 CUT THROAT DR	8710 CUT THROAT DR	BILLINGS	MT	59106-4621	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 11 - 12, **FOREVER MERGED** (16)
111	C15154	RIWAI-COUCH, JOSHUA & CARA	8660 CUT THROAT DR	8660 CUT THROAT DR	BILLINGS	MT	59106-4617	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 13
112	C15155	GOATES, SEAN	8630 CUT THROAT DR	8630 CUT THROAT DR	BILLINGS	MT	59106-4617	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 14, .
113	C15156	BROWN, MARVIN J	8610 CUT THROAT DR	PO BOX 80661	BILLINGS	MT	59108-0661	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 15
114	C17994	TRIMBLE, STEVEN L & BLINDA A	945 S 84TH ST W	1128 DAYTON CIR	BILLINGS	MT	59105-4105	SHOP WORLD 1 SUB (20), S14, T01 S, R24 E, Lot 187
115	C17995	WATSON, RICHARD A & KRISTAL J	941 S 84TH ST W	941 S 84TH ST W	BILLINGS	MT	59106-1843	SHOP WORLD 1 SUB (20), S14, T01 S, R24 E, Lot 188
116	C18042	ELSER FAMILY TRUST	977 S 84TH ST W	977 S 84TH ST W	BILLINGS	MT	59106-1843	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 8
117	C18043	ROGERS, SANDY F	1103 S 84TH ST W	1103 S 84TH ST W	BILLINGS	MT	59106-1856	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 9
118	D00200	PALIN, WALTER D	948 S 84TH ST W	948 S 84TH ST W	BILLINGS	MT	59106-1851	S14, T01 S, R24 E, C.O.S. 1084, PARCEL 2B, AMEND TR 2
119	D00205	WOODS, JOHN JR (1/3 INT)		3521 TOMMY ARMOUR CIR	BILLINGS	MT	59106-1048	S14, T01 S, R24 E, SE4 (LESS N2SE4 & TANGLEWOOD LAKE EST 1ST-3RD) 133.000 (06)

To be removed:

1	C18035	NAZARIAN, JOHN JAMES &		8039 WISNER AVE	BILLINGS	MT	59106-4648	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 1
2	C18036	NAZARIAN, JOHN JAMES	8039 WISNER AVE	8039 WISNER AVE	BILLINGS	MT	59106-4648	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 2
3	C18037	LAS PALMAS LLC	8111 WISNER AVE	49660 HAMMER DAM RD	RONAN	MT	59864-9448	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 3
4	C18038	DELAWARE, JUSTIN & MONICA	8129 WISNER AVE	PO BOX 81368	BILLINGS	MT	59108-1368	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 4
5	C18039	LAS PALMAS LLC		5501 CANVASBACK DR	BILLINGS	MT	59106-3748	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 5
6	C18040	LAS PALMAS LLC		610 S 44TH ST W APT 2304	BILLINGS	MT	59106-3951	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 6
7	C18041	STANLEY, DENISE	8243 WISNER AVE	49 ORCHARD LN	BILLINGS	MT	59101-4910	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 7
8	C18044	LAS PALMAS, LLC	8242 WISNER AVE	C/O ROBERT H & KATIE V BOYCE	BILLINGS	MT	59102-5564	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 10
9	C18045	CLARK, SCOTT O & MARY L	8220 WISNER AVE	8220 WISNER AVE	BILLINGS	MT	59106-4646	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 11
10	C18046	LAS PALMAS LLC		3 HELTERLINE RD	PLAINS	MT	59859-9380	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 12

EXHIBIT B
RSID 715M TANGLEWOOD LAKE ESTATES SUBDIVISION - PROPERTY LISTING
FOR 2024 BOUNDARY CHANGE

11	C18047	DAIGNEAU II, ALLAN &		610 S 44TH ST W APT 4201	BILLINGS	MT	59106-3942	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 13
12	C18048	ZIMMERMAN, SHAWN &	8112 WISNER AVE	8112 WISNER AVE	BILLINGS	MT	59106-4647	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 14
13	C18049	MCKAMEY, BRANDON & KRISTAL	8042 WISNER AVE	704 JOYCE ST	BILLINGS	MT	59105-3332	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 15
14	C18050	STANEK, JON E & REBEKAH A	8018 WISNER AVE	8018 WISNER AVE	BILLINGS	MT	59106-4648	HOMESTEAD ACRES SUB (21), S14, T01 S, R24 E, Lot 16

To be added (from RSID 713M):

1	C14609	BLODGETT, DUSTIN & HANNAH	8410 BLUE MARLIN DR	8410 BLUE MARLIN DR	BILLINGS	MT	59106-4625	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 2
2	C14610	HOPKINS, CODY C & AUBREY L	8405 BLUE MARLIN DR	17 1/2 ALDERSON AVE	BILLINGS	MT	59101-6068	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 3
3	C14611	GORDER, CHRISTIAN A & KATHLEEN G	8400 BLACK MARLIN DR	8400 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 4
4	C14612	ANDERSON, RACHEL D	8401 BLACK MARLIN DR	8401 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 5
5	C14615	GRAY, GERALD	8415 BLACK MARLIN DR	8415 BLACK MARLIN	BILLINGS	MT	59101	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 8
6	C14616	BAKICH, RODDO S & SHELBY E	8410 BLACK MARLIN DR	8410 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 9
7	C14617	HOPKINS, CODY C & AUBREY L	BLUE MARLIN DR	17 1/2 ALDERSON AVE	BILLINGS	MT	59101-6068	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 10
8	C14618	HEREIM, CHARLES E & JEANNE	1535 BLUE MARLIN CT	1535 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 11
9	C14619	ZUNDEL, RON D	1545 BLUE MARLIN CT	1545 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 12
10	C14620	ELK CREEK LLP	BLUE MARLIN CT	1545 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 13
11	C14621	MCDONALD, TOM J & STEPHANIE L	1530 BLUE MARLIN CT	1530 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 14
12	C14622	YEAGER, DEREK	1520 BLUE MARLIN CT	1520 BLUE MARLIN DR	BILLINGS	MT	59106-4624	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 15
13	C14623	ROSE, DARYL L	8420 BLACK MARLIN DR	8420 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 16
14	C14624	PATTERSON, SHANNAN STUART &	8435 BLACK MARLIN DR	8435 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 17
15	C14626	SAMANO, GREGORY P & MARGARET M	8460 CUT THROAT DR	925 CHINABERRY CT	NEW SMYRNA BE/ FL	32168-7941	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 19
16	C14627	WERBELOW, RICHARD & LINDA J	8455 BLACK MARLIN DR	8455 BLACK MARLIN DR	BILLINGS	MT	59106-4622	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 20

121 Total Parcels after boundary change June 2024

Private Parks - not assessed:

1	C14684	LAKESIDE HOMEOWNERS ASSOCIATION	BLACK MARLIN DR	8535 LONGMEADOW DR	BILLINGS	MT	59106-1825	TANGLEWOOD LAKES ESTATES 2ND, S14, T01 S, R24 E, BLOCK 9, Lot 23, AMD (15)
2	C15157	LAKESIDE HOMEOWNERS ASSOCIATION		8535 LONGMEADOW DR	BILLINGS	MT	59106-1825	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 13, Lot 16, .
3	C15158	LAKESIDE HOMEOWNERS ASSN		8535 LONGMEADOW DR	BILLINGS	MT	59106-1825	TANGLEWOOD LAKES ESTATES 3RD, S14, T01 S, R24 E, BLOCK 9, Lot 24

B.O.C.C. Regular

2. a.

Meeting Date: 04/30/2024

Title: Res. 24-79 to Appoint a Board of Viewers for the Abandonment of a Portion of Rosebud Lane

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 24-79 to Appoint a Board of Viewers for the Abandonment of a Portion of Rosebud Lane - Board of Viewers will be Commissioner John Ostlund, Clerk and Recorder Jeff Martin, Lora Mattox Transportation Planner and Monica Plecker Public Works Deputy Director

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution 24-79 to Appoint a Board of Viewers

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24 - 79

Resolution to Appoint Board of Viewers for Abandonment of a Portion of Rosebud Lane

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, the portion of Rosebud Lane in Yellowstone County west of Coulson Road is a dedicated public road. **Exhibit 1 – Survey.** Certificate of Survey No. 3431, Doc. No. 3545012. It is constructed. It is a dead end. It does not lead to anywhere. There is a fire hydrant at the end of the road. The Yellowstone County Board of County Commissioners has the authority to manage the road, including the authority to abandon the road.

WHEREAS, on November 16, 2023, the Yellowstone County Board of County Commissioners received a petition to abandon a portion of Rosebud Lane from FRHP Lincolnshire, LLC, who owns Tract 1 of Certificate of Survey No. 3792, Doc. No. 3980284, **Exhibit 2 – Survey**, that abuts the portion of the road at the end of the road. **Exhibit 3 – Petition.** FRHP Lincolnshire, LLC would like the Board to abandon the portion of Rosebud Lane that abuts its land near the end of the road. It would like the Board to abandon the road because it does not serve any purpose. The road provides access to nothing. FRHP Lincolnshire, LLC is the only landowner affected by the abandonment. The Board reviewed the petition. The petition appears legally sufficient to appoint a Board of Viewers to investigate the proposed abandonment.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates a Board of Viewers to investigate the proposed abandonment. The Board appoints John Ostlund, a Yellowstone County Commissioner; Jeff Martin, the Yellowstone County Clerk and Recorder / Yellowstone County Surveyor; Lora Mattox, a Transportation Planner with the City of Billings / Yellowstone County Planning Department, and Monica Plecker, a Deputy Director with the Yellowstone County Public Works Department, to the Board of Viewers.

The Board of Viewers shall submit a report to the Board that makes a recommendation as to the proposed abandonment. After the Board of Viewers submits the report, the Board shall hold a public hearing on the proposed abandonment. At the hearing, the Board shall receive comments on the proposed abandonment and consider the Board of Viewers' Report and any comments on the proposed abandonment. After the hearing, the Board may or may not abandon the road. If the Board believes that it is in the best interest of the public to abandon the road, it shall pass a resolution of intent to abandon the road with conditions. Once FRHP Lincolnshire, LLC has satisfied the conditions, the Board shall pass a resolution that abandons the road. If the Board believes it is not in the best interest of the public to abandon the road, it shall pass a resolution not to abandon the road.

Passed and Adopted on the 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

ATTEST:

Donald W. Jones Member

Jeff Martin, Clerk and Recorder

Attachments

- Exhibit 1 – Survey
- Exhibit 2 – Survey
- Exhibit 3 – Petition

Chronology

Agenda
Resolution to Appoint Board of Viewers
Board of Viewers Submits Report
Resolution to Set Public Hearing on Board of Viewers Report
Notice of Public Hearing – Posting and Publication
Public Hearing – Resolution of Intent
Notice of Satisfaction of Conditions
Resolution
Letter to Landowners
Change to County Road Book

Documents

Survey
Survey
Petition
Resolution to Appoint Board of Viewers
 Meeting Minutes
 Meeting Recording
Board of Viewers Report
Resolution to Set Public Hearing on Board of Viewers Report
 Meeting Minutes
 Meeting Recording
Notice of Public Hearing
Affidavit of Notice of Public Hearing
Resolution of Intent
 Meeting Minutes
 Meeting Recording
 Comments
Notice of Satisfaction of Conditions
Resolution
 Meeting Minutes
 Meeting Recording

**PETITION PROCEDURE TO ESTABLISH, ALTER, OR ABANDON
A COUNTY ROAD UNDER SECTION 7-14-2601 MCA**

1. Obtain a petition from the Yellowstone County Public Works Department located in Room 312 of the County Courthouse. Read the petition procedure carefully. If you have any questions or need clarification about the petition procedures, please contact the Public Works Department at (406) 256-2735. Incomplete or inaccurate petitions will cause delays in the petition process.
2. Type the complete and correct legal description for the roadway being petitioned in Section A of the petition. Petitions with incorrect or incomplete legal descriptions will be returned to the petitioner.
3. Attach a photocopy of the affected plat, Certificate of Survey, or Assessor Map to the petition. Mark and / or color the area described in the legal description. These copies do not have to be full plats but must detail the petitioned roadway and adjoining property. Copies of plats can be obtained from the Clerk and Recorder's Office in Room 401 of the County Courthouse.
4. Provide the reason for the petition in Section B of the petition.
5. Obtain at least **TEN (10)** signatures including addresses of landowners who wish to establish, alter, or abandon a county road (refer to Section C). It is recommended that more than ten signatures be on the petition so that the petition will not be voided if any signatures are invalid.
6. Consult the Public Works Department to review the plat and area affected by the petitioned roadway. This will be needed to complete steps 7 and 8 of the procedure.
7. Attach an Ownership Report from a Title Company, paid for by the petitioner, to verify current ownership of property affected by the petitioned roadway.
8. Obtain signatures and consent for the petition from all property owners affected by the roadway being petitioned in Section D.
9. Submit the petition along with a non-refundable \$25.00 fee and any necessary attachments (ownership report, warranty deeds, quit claim deeds, etc.) to the Yellowstone County Public Works Department.
10. Typically, within thirty (30) days of filing a correct and complete petition to establish, alter, or abandon a county road, the Commissioners will appoint a Board of Viewers to investigate the request.

11. The Board of Viewers will issue a report of its findings and recommendations to the Board of County Commissioners who will then schedule a public hearing. This hearing will be advertised in the newspaper and will be open to the public for comments from any persons who may speak in favor of, or in opposition to the petition.
12. Within ten (10) days after the public hearing, the Board of County Commissioners will issue a notice of decision by certified mail to all owners of land affected by the petitioned roadway. Notified owners will be those parties listed on the last county assessment roll.
13. If the petition is to abandon a subdivision or certificate of survey road, the following will be required if abandonment is granted by the County Commissioners:
 - The petitioner and / or benefiting property owners will be required to file an amended plat with the Clerk and Recorder.
 - The amended plat will reflect the adjusted lot lines affected by this abandonment.
 - This amended plat will need to be completed and filed with the Clerk and Recorder within a year of the approved petition.
 - Comply with any (and all) other specific conditions that are established by the Board of County Commissioners.

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

TO: YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

This petition is respectfully submitted this 9th day of November, 2023.

Petitioner/Initiator (and/or) Contact Person:

NAME: ~~Freedom Roads, LLC.~~ FRHP Lincolnshire, LLC

ADDRESS: 250 Parkway Drive, Suite 270

Lincolnshire, IL 60069

PHONE NO: 847-808-3000

I swear that all of the above information is true and correct, and all the landowner's signatures are the original true and consenting landowners.

Lindsay J. Christen
Petitioner's Signature

November 16, 2023

Date

List all attachments:

- ☒ Sections A, B, C, and D of the Petition
- ☒ Map of petitioned roadway and affected property
- ☒ Affected property Ownership Report
- ☒ Check for \$25.00 made payable to Yellowstone County Public Works Department

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

SECTION A

Legal description of the petitioned roadway (attach additional sheets if needed)

[illegible]

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD


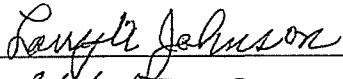
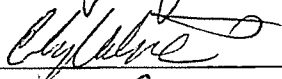

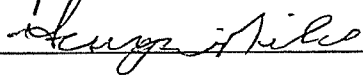
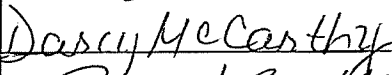

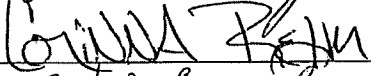
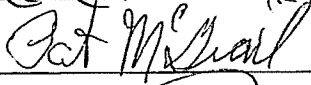
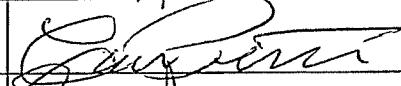
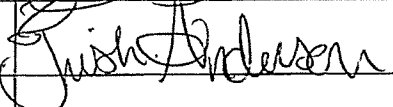
SECTION B Reason for Petition

The portion of Rosebud Lane we are requesting to be abandoned would not be used
to provide access to any other property but Camping World.
Camping World purchased and aggregated the properties along Rosebud Lane.
Hencefore; the portion of Rosebud Lane and its Culdesac we are requesting to be
abandoned became useless to the public and provide a place for people to congregate
and loiter.
Camping World would grant appropriate easements for the utilities and fire hydrant as
well as maintain the property. This would result in a reduction on the County's
maintenance budget.

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

SECTION C



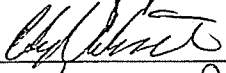
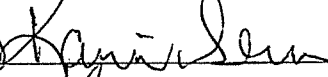
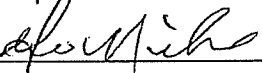
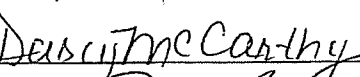

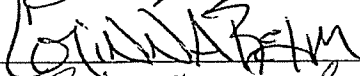
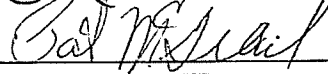
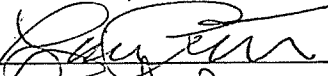
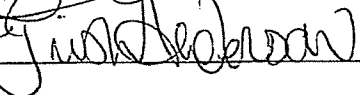
Signatures and addresses of landowners in Yellowstone County
who wish to establish, alter, or abandon a county road
(minimum TEN (10) landowners)

PRINTED NAME	SIGNATURE	ADDRESS
Rob Pedigo		1035 Rosebud
LARRY JOHNSON		204 CORTZ RD.
Cody Vajovich		1326 Rosebud Ln
Karina Serrano		1332 Rosebud Ln
George Miles		1320 Rosebud
Darry McCarthy		1429 Rosebud Ln.
Ron Kunkel		1509 Bonanza Lane
LORINNA FETTM		1521 Rosebud Ln
Pat McGrail		1510 Rosebud Ln
CARL PETERS		1548 Rosebud Ln
TRISH ANDERSON		135 Maier Rd.

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

SECTION D

Consent or non-consent of land owners in Yellowstone County
abutting and / or affected by the petitioned roadway

PRINTED NAME	SIGNATURE	ADDRESS	CONSENT	
			YES	NO
Rob. Pedra		1035 Rosebud	X	
Larry Johnson		204 Coburn RD	X	
Cody Udoovich		1326 Rosebud LN	X	
Karina Servano		1332 Rosebud Ln	X	
George N. / or		1320 Rosebud Ln	X	
Darry McCarthy		1429 Rosebud Ln	X	
Boji Kindsch		1529 Spruce	X	
Louanna Beth		1521 Rosebud	X	
Pat McGrail		1510 Rosebud	X	
Carl J. J. J.		1548 Vaden	✓	
Trish Anderson		135 Mjier	✓	

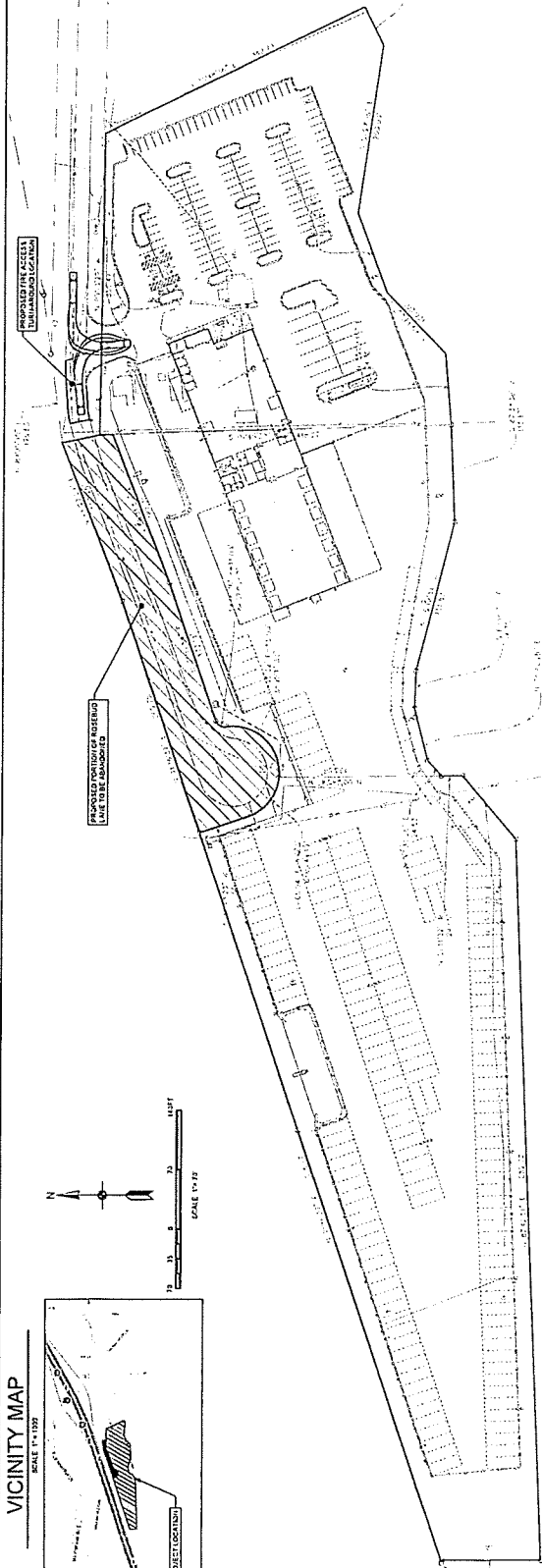
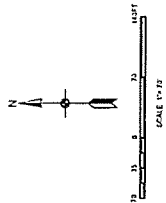
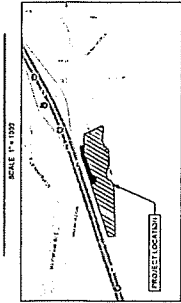
ROSEBUD LANE ABANDONMENT LEGAL DESCRIPTION

BEGINNING AT A FOUND 5/8" REBAR, BEING THE NORTH CORNER OF PARCEL A (DESCRIBED BELOW); THENCE N71°16'37"E 289.75 FEET ALONG THE NORTH RIGHT OF WAY OF ROSEBUD LANE; THENCE N68°27'29"E 200.26 FEET; THENCE S11°48'49"E 45.60 FEET; THENCE S01°45'39"E 16.05 FEET; THENCE S68°31'56"W 187.70' FEET ALONG THE SOUTH RIGHT OF WAY OF ROSEBUD LANE; THENCE S71°11'54"W 172.11 FEET; THENCE WITH A CURVE TO THE LEFT, HAVING A CHORD BEARING OF S28° 28'20"W 14.99 FEET, WITH AN ARC LENGTH OF 16.76 FEET, AND A RADIUS OF 11.03 FEET; THENCE WITH A CURVE TO THE RIGHT, HAVING A CHORD BEARING OF S43°35'41"W 86.44 FEET, WITH AN ARC LENGTH OF 95.32 FEET, AND A RADIUS OF 55.00 FEET; THENCE WITH A CURVE TO THE RIGHT, HAVING A CHORD BEARING OF N51°30'29"W 59.75 FEET, HAVING A ARC LENGTH OF 66.94 FEET, AND A RADIUS OF 55.00 FEET; THENCE N18°43'23"W 60.00 FEET, TO THE POINT OF BEGINNING, BEING 0.78 ACRES, MORE OR LESS.

PARCEL A:

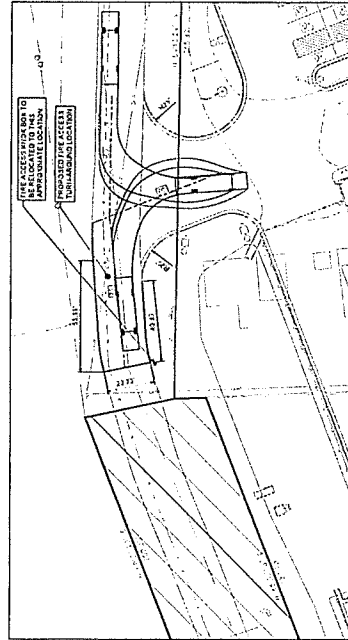
THAT PART OF NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 26 EAST, OF THE PRINCIPAL MONTANA MERIDIAN, IN YELLOWSTONE COUNTY, MONTANA, DESCRIBED AS TRACTS 1 AND 2, OF CORRECTED CERTIFICATE OF SURVEY NO. 3431 ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT #3583467.

VICINITY MAP



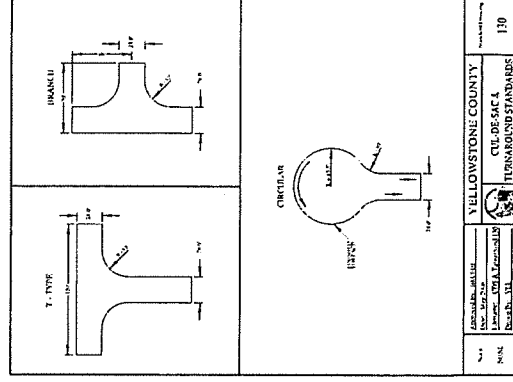
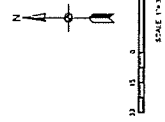
TURN AROUND OPTION

SCALE 1"=22'

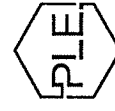


TURN AROUND OPTION (ENLARGED VIEW)

SCALE 1"=22'



CAMPING WORLD
BILLINGS
Rosebud Lane
Billings, Montana



ROAD
ABANDONEMENT
& FIRE ACCESS
C1.0

B.O.C.C. Regular

2. b.

Meeting Date: 04/30/2024

Title: Resolution 24-80 to Set a Public Hearing on the Proposed Abandonment of a Portion of 56th Street

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 24-80 to Set a Public Hearing on the Proposed Abandonment of a Portion of 56th Street West in Sunny Cove Fruit Farms Subdivision - Setting the Public Hearing for Tuesday May 14, 2024 at 9:30 am in Room 3108

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution 24-80

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24 - 80

Resolution to Set Hearing on the Proposed Abandonment of a Portion of 56th Street West in Sunny Cove Fruit Farms Subdivision

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, in 1910, the Rimrock Investment Company filed the Plat of Sunny Cove Fruit Farms Subdivision, Doc. No. 21540. The plat indicated the right-of-way for a north-south road with a 50-foot right-of-way between Lots 67 and 66, 94 and 95, 99 and 98 and 126 and 127. A road was never built in the right-of-way. The right-of-way for the road is between Colton Avenue and Grand Avenue. The road is now known as a portion of 56th Street West. **Exhibit 1 - Plat.**

WHEREAS, in 1998, the Estate of Raymond Kramer filed an Amended Plat of Sunny Cove Fruit Farms Subdivision, Doc. No. 3033371. The Plat indicated the right-of-way for a north-south road with a 50-foot right-of-way between Lots 67A and 66A. It is the same right-of-way indicated on the original Plat of Sunny Cove Fruit Farms Subdivision. **Exhibit 2 – Plat.**

WHEREAS, on March 9, 2023, Larry and Gerondale Kramer submitted a petition to the Yellowstone County Board of County Commissioners to abandon a portion of 56th Street West in Sunny Cove Fruit Farms Subdivision. **Exhibit 3 – Petition.** The Kramers own all the land that abuts the road they requested the Board abandon. On March 14, 2023, the Board appointed a Board of Viewers to make a recommendation on the abandonment. On March 30, 2023, the Board of Viewers provided the Board with a recommendation. **Exhibit 4 – Report.** The Board of Viewers recommended the Board abandon the road with conditions. On April 18, 2023, the Board held a public hearing on the abandonment. The City of Billings requested the Board not abandon the road. The Board placed the abandonment on hold to allow the City and the Kramers to discuss the abandonment. **Exhibit 5 – Meeting Minutes.** The City advised the Board it no longer opposed the abandonment. The Board contacted the Kramers as to whether they still would like the Board to abandon the road. The Kramers advised the Board they still wanted the Board to abandon the road.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners shall on May 14, 2024, at 9:30 a.m., in Room 3108 of the Stillwater Building located at 316 North 26th Street in Billings, Montana, hold a public hearing on the petition to abandon the road right-of-way between Lots 67A and 66A of the Amended Plat of Sunny Cove Fruit Farms Subdivision, now known as a portion of 56th Street West.

The Board orders the Yellowstone County Clerk and Recorder to provide notice of the hearing, to receive written comments on behalf of the Board and to forward the comments on to the Board before the hearing.

At the hearing, the Board shall receive comments on the proposed abandonment and consider the Board of Viewers' Report and any comments on the proposed abandonment. After the hearing, the Board may or may not abandon the road. If the Board believes that it is in the best interest of the public to abandon the road, it shall pass a resolution of intent to abandon the road with conditions. Once the Kramers have satisfied the conditions, the Board shall pass a resolution that abandons the road. If the Board believes it is not in the best interest of the public to abandon the road, it shall pass a resolution not to abandon the road.

Passed and Adopted on the 30th day of April 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

ATTEST:

Donald W. Jones, Member

Jeff Martin, Clerk and Recorder

Attachments

Exhibit 1 – Plat
Exhibit 2 – Plat
Exhibit 3 - Petition
Exhibit 4 – Report
Exhibit 5 – Meeting Minutes

Chronology

Agenda	April 23, 2024
Resolution Setting Hearing	April 30, 2024
Publication of Notice of Hearing	May 3, 20024
Publication of Notice of Hearing	May 10, 2024
Public Hearing / Resolution	May 14, 2024

Documents

Petition
Report
Resolution Setting Hearing
 Minutes of Meeting
Notice of Public Hearing
Affidavit of Notice of Public Hearing
Resolution
 Minutes of Meeting
 Recording of Meeting
 Comments

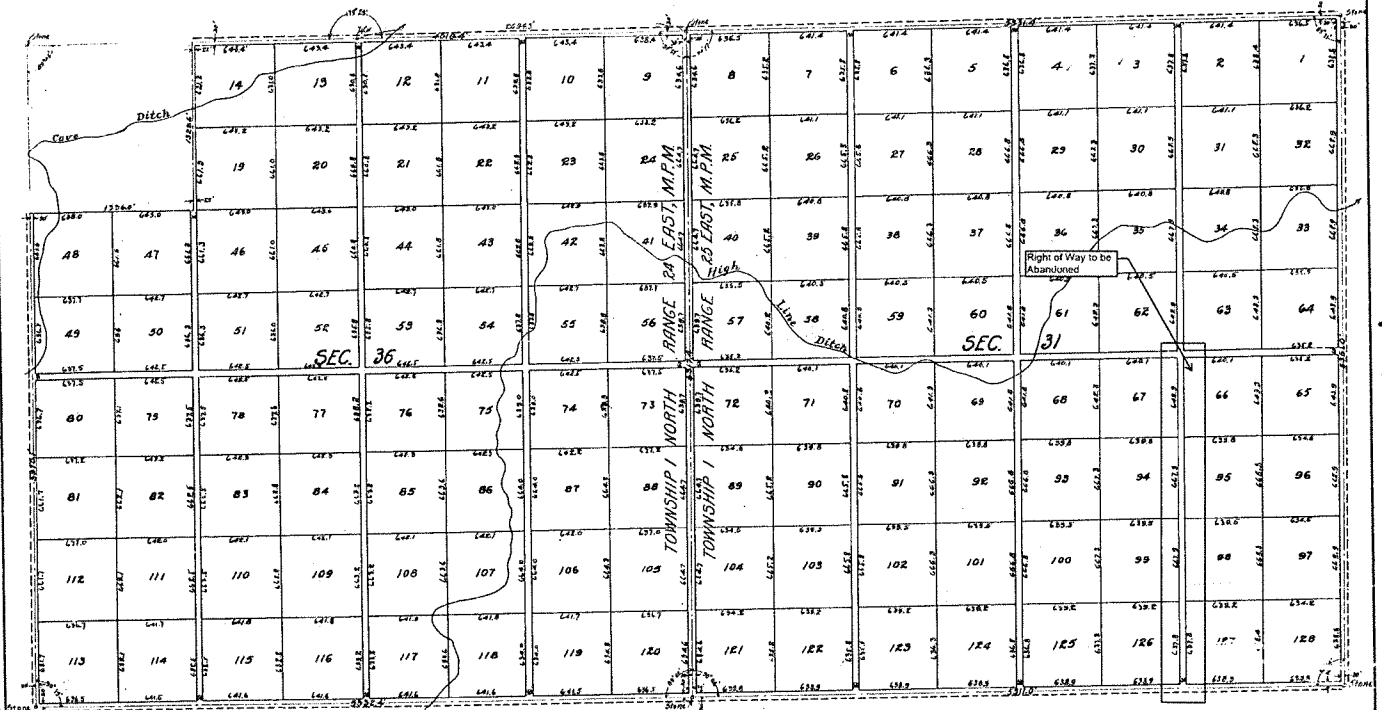
PLAT OF THE SUNNY COVE FRUIT FARMS

IN SEC. 36 T.1N.R.24 E. & SEC. 31 T.1N.R.25 E.M.P.M.

Scale - 1 in. = 500 ft.

Henry Geharz Engineering Co., Engineers - Billings, Montana
1910

Big Co. Corner
Bk 924 p 100
1st 30, 70 @ 832m.
Variate portion



CERTIFICATE OF DEDICATION

State of Montana } ss.
County of Yellowstone

This is to certify that the Rimrock Investment Company, of Billings, Montana, (a corporation duly created, organized, existing, and doing business under and by virtue of the laws of the State of Montana) has caused to be surveyed, laid out and platted into lots and roads, a tract of land known and described as follows:

All of Section 31, Township 1 North, Range 25 East of the Montana Principal Meridian and all of Section 36, Township 1 North, Range 24 East, M.P.M. excepting the north-west quarter of the north-west quarter of said Section 36; said tract being more particularly described as follows:-

Beginning at the north-east corner of said Section 31 and running thence south along the east line of said Section 31, 3351.0 feet to the south-east corner thereof; thence west along the south line of said Section 31 and of said Section 36, 10643.6 feet to the south-west corner of said Section 36; thence north along the west line of said Section 36, 3970.1 feet to the south-west corner of the north-west quarter of the north-west quarter of said Section 36; thence east along the south line of said north-west quarter of the north-west quarter of said Section 36, 1336.0 feet to the south-east corner thereof; thence north along the east line thereof 1336.6 feet to the north line of said Section 36; thence east along said north line and the north line of Section 31, mentioned above, 3041.8 feet to the point of beginning.

This tract of land is to be known as the "SUNNY COVE FRUIT FARMS", and all lands included in the roads as shown on the plat hereon delineated, are hereby donated, granted and given to the public use forever.

IN WITNESS WHEREOF, the said Rimrock Investment Company has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be affixed hereunto, this 27th day of April, A.D. 1910.

Attest: *W. A. Minter*
Secretary

State of Montana } ss.
County of Yellowstone

On the 27th day of April, in the year A.D. 1910, before me, Notary Public for said State, personally appeared W. B. George, known to me to be the President of the corporation which executed the above instrument, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my natural seal, the day and year as in this certificate first above written.

W. B. George
President
Notary Public for the State of Montana,
residing at Billings, my Commission
expires Jan 16, 1911

SURVEYOR'S CERTIFICATE

State of Montana } ss.
County of Yellowstone

I, E. W. Colton, a Civil Engineer and Surveyor, do hereby certify, that between the dates and inclusive thereof, February 3, 1910 and March 16, 1910, I executed a true and careful survey of the "SUNNY COVE FRUIT FARMS" at the request of the owners thereof. Said tract of land lying and being situated in the County of Yellowstone, State of Montana, and being more particularly described as in the foregoing certificate of dedication and shown on the accompanying plat. I further certify that all dimensions of lots, roads and boundary lines are as shown on said plat; that monuments were placed at all lot corners, one foot below the surface of the ground, said monuments being one and one half inch iron pipe eighteen inches long; and that the said plat is strictly in conformity with the work on the ground.

E. W. Colton
Civil Engineer

Subscribed and sworn to before me this 28th day of April, A.D. 1910.

W. L. Blaine
Notary Public for the State of
Montana, residing at Billings,
my Commission expires October 3, 1911

State of Montana } ss.
County of Yellowstone

I, E. W. Colton, do hereby certify that I am the Civil Engineer and Surveyor who executed the survey of the "SUNNY COVE FRUIT FARMS" and that the same is in conformity with the work on the ground. I further certify that the dimensions of the lots, roads and boundary lines are as shown on the accompanying plat. I further certify that the monuments were placed at all lot corners, one foot below the surface of the ground, said monuments being one and one half inch iron pipe eighteen inches long; and that the said plat is strictly in conformity with the work on the ground.

State of Montana } ss.
County of Yellowstone

I hereby certify that this plat was filed in my office for record this 27th day of April, A.D. 1910, at 2:30 o'clock, P.M.

By *E. W. Colton*
Deputy

E. W. Colton
Civil Engineer
Billings, Montana

1157575
Revised 5/20/10
Abandon, Lvs 173/84



PLAT OF AMENDED LOT\$ 65-68, 93-100 AND 125-128
SUNNY COVE FRUIT FARMS
 SITUATED IN THE SE1/4 OF SECTION 31, T. 1 N., R. 25 E., P.M.M
 YELLOWSTONE COUNTY, MONTANA

EXHIBIT 2 AMENDED PLAT

DAYS OF BEARINGS = SOUTH LINE OF THE SW 1/4 OF SECTION 32
T. 1 N., R. 25 E., P.M.M. BEING DUE EAST

0 - SET 5/0" X 10" REDBAT WITH CAP MARKED "ENG INC PLGS HT"

PURPOSE OF SURVEY - TRACTS CREATED BY COUNTY DIRECT

The purpose of this election of land is to satisfy the 227/2 of Section 317, I. N., R. 23 E., P. 12 E. A succession with heretofore Thirteenth highest office Court, Veterans County Order No. 17 20-400 dated May 15, 1922. This election of land is exempt from review as a subdivided purchase to Section 70-3-201, M.C.A. and Article 17-25, M.C.A. (16).

Attorney for May Porter

Attorney for August Kramer
Attorney for Volkswagen County
Attended at in film

Vegetarian City-County Health Department

STATE OF MONTANA

County of Yuba State of California

On this 17th day of December, 1964 before me,
a Notary Public in and for the State of Montana, personally appeared Joseph
Meredith known to me to be the person who signed the foregoing instrument
the Attorney for Mary Kramer, who acknowledged to me that he executed
the same, Whose my hand and seal this day and year herein above written.

History Public in and for the State of Michigan
Division of Archives and Historical Records Administration
P.O. Box 30008
Lansing, Michigan 48207-0008
Phone: (517) 373-3000
Fax: (517) 373-3001
E-mail: info@ma.michigan.gov
Web: <http://www.michigan.gov/ma>My contribution expires 3/31/87

STATE OF MICHIGAN

County of Yuba

On this 10th day of December, 1934, before me, the undersigned, a Notary Public in and for the State of Tennessee, personally appeared David Ross known to me to be the person who signed the foregoing instrument as the Attorney for the Estate of Raymond Ketcher and who acknowledged to me that she executed the same. Witness my hand and seal this day and year herein.

History Public in and for the State of Montana
Residing at 12711 Broadway, Helena, MT

My commission expires 3/31/15

STATE OF MONTANA

County of Yolo

On the 14th day of November, 1964, before me a Notary Public in and for the State of Kentucky, personally appeared Kenneth Peterson known to me to be the person who signed the foregoing instrument. The Attorney for August Kerner and who acknowledged to me that he executed the same, witnesses my hand and seal the day and year herein above written.

Rescinding of Billings, MT
My commission expires 3 7 2011

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STATE OF MONTANA

County of Yellowstone

9. History Publicity and for the State of Kentucky, previously reported 1934, 1935 and 1936
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Meeting at Williamsburg
for celebration Friday

Figure 1. The effect of the concentration of the *Ag* on the *Ag* concentration of the *Ag* solution.

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EXHIBIT 3 PETITION**PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD****TO: YELLOWSTONE COUNTY BOARD OF COMMISSIONERS**This petition is respectfully submitted this 9 day of March, 2023.

Petitioner/Initiator (and/or) Contact Person:

NAME: Kramer, Larry; Kramer, Gerondale
Kramer, Carolyn
Kramer, Kenneth; Kramer, Jack
ADDRESS: 4812 Grand Avenue
Billings, MT 59106
PHONE NO: 406-656-1491 (Jack)

Tom 406 690-4448
 Miles 855-0008

I swear that all of the above information is true and correct, and all the landowner's signatures are the original true and consenting landowners.

Kenneth Kramer Jack Kramer
Larry Kramer Gerondale Kramer

Carolyn Gerondale

Petitioner's Signature

Date

3/8/23

List all attachments:

- ☒ Sections A, B, C, and D of the Petition
- ☒ Map of petitioned roadway and affected property
- ☒ Affected property Ownership Report
- ☒ Check for \$25.00 made payable to Yellowstone County Public Works Department
- ☐
- ☐
- ☐
- ☐

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

SECTION A

Legal description of the petitioned roadway (attach additional sheets if needed)

50' wide farm to market roadway traversing South to North, beginning at Grand Avenue (South boundary) extending to Colton Boulevard (North boundary). No legal description identified, per First Montana Title Company, Broc Criswell, Escrow Officer. See Attachment, Plat of Amended Lots 65-68, 93-100, and 125-128. Recorded 12-24-1998, #3033371. Said roadway is within the below (2) legal descriptions.
Tax code: D04669, SUNNYCOVE FRUIT FARMS, S31, T01 N, R25 E, Lot 66A, AMND, 25.446 AC (99).
Tax code: D04670, SUNNYCOVE FRUIT FARMS, S31, T01 N, R25 E, Lot 67A, AMND, 25.643 AC (99).

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

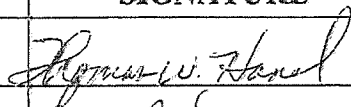
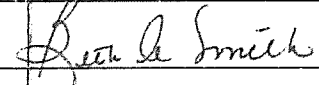
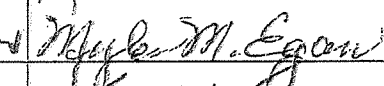

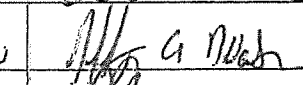
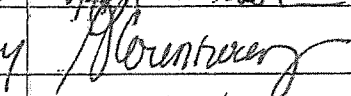
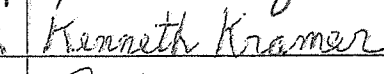
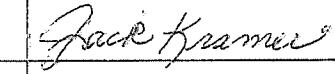
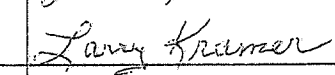
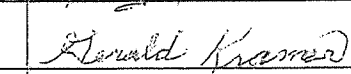
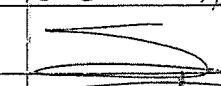

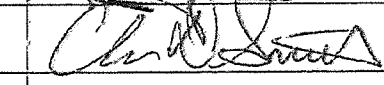
SECTION B
Reason for Petition

Remove unused and former road established in 1909 for "farm to market" use.

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

SECTION C


Signatures and addresses of landowners in Yellowstone County
who wish to establish, alter, or abandon a county road
(minimum TEN (10) landowners)

PRINTED NAME	SIGNATURE	ADDRESS
Thomas W. Hanel		1723 Iris Ln, Bigs 59102
BETH A. Smith		1900 Pheasant Brook Laurel 59044
MILES M EGAN		2690 SOUTHRIDGE 59102
LANCE M EGAN		1824 LENHARDT LN - 59102
JEFFREY P. WATSON		1539 Avenue F 59102
Suzanne K Countway		2502 Mountain Range 59106
KENNETH KRAMER		4812 GRAND AVE. 59106
Jack Kramer		4812 Grand Ave. 59106
Larry Kramer		1721 T. Burton Ln. 59102
Gerald Kramer		3006 Canyon Drive 59102
Steve Wells		4772 Audubon Way
BRANDON TRASS		2170 WHITEWATER CR. 59102
Charles D. Smith		1900 Pheasant Brook Laurel MT 59044

PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

SECTION D

**Consent or non-consent of land owners in Yellowstone County
abutting and / or affected by the petitioned roadway**

PRINTED NAME	SIGNATURE	ADDRESS	CONSENT	
			YES	NO
DANIEL N WELLS		5847 Whisperingwillows	X	

BOARD OF VIEWERS REPORT

TO: Yellowstone County Board of County Commissioners
FROM: Board of Viewers
DATE: April 4, 2023
SUBJECT: *PETITION TO ABANDON A PORTION OF 56TH STREET WEST LOCATED IN SUNNY COVE FRUIT FARMS SUBDIVISION, IN YELLOWSTONE COUNTY, MONTANA*

BACKGROUND

A field inspection to view this petition was conducted on different dates in March 2023 (March 27, 2023, Mike Black, Scott Walker, and Donald W. Jones – Jeff Martin on separate date) by the Board of Viewers listed below.

The following people comprised the Board of Viewers:

Mike Black, PE,	Senior Yellowstone County Civil Engineer
Scott Walker,	Billings City / Yellowstone County Planning Department
Jeff Martin,	Yellowstone County Clerk and Recorder
Donald W. Jones,	Yellowstone County Commissioner

FINDINGS

Yellowstone County has received a petition to abandon a portion of 56th Street West in Sunny Cove Fruit Farms Subdivision in Yellowstone County. This is between Grand Avenue and Colton Blvd. This portion of road right-of-way was created by dedication in the subdivision process.

The petition to abandon this roadway portion was received from Larry Kramer and other family members, as owners of the adjacent parcels.

The original road was never built .

The petitioner desires to eliminate the right-of-way for this road and will be filing an amended plat that will eliminate said dedicated road right-of-way.

Yellowstone County agrees to this proposal, and has no need or interest in the use of the portion of 56th Street West in the original platted location, for current or future roadway purposes.

From the review of this petition, it appears that legal access will be provided to all abutting private lands (based on current understanding of future planned amended plat). Based on the information above this abandonment appears logical.

RECOMMENDATIONS

The Board of Viewers recommends conditional approval of the abandonment of the original alignment of 56th Street West, subject to the following conditions:

1. Petitioner shall submit and record an amended plat aggregating the desired abandonment into the adjacent lots (parcels) of Sunny Cove Fruit Farms Subdivision.
2. Petitioner has one year to complete all conditions for abandonment to be finalized.

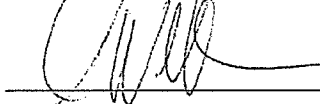
Respectfully Submitted,

Board of Viewers

Mike Black, PE
Senior Yellowstone County Civil Engineer

 3-30-2023
Date

Scott Walker
City / County Planning Department

 3-30-2023
Date

Jeff Martin
Yellowstone County Clerk and Reorder

 3/30/23
Date

Donald W. Jones
Yellowstone County Commissioner

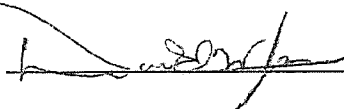
 3-30-23
Date

EXHIBIT 5

REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS Tuesday April 18, 2023

ALL PRESENT: Commissioner Morse, Chair Pro-Tem; Commissioner Jones; Board Clerk Teri Reitz; Clerk and Recorder Jeff Martin.

PLEDGE: MOMENT OF SILENCE, Held.

MINUTES – April 4, 2023, and April 11, 2023. Commissioner Jones made a MOTION to approve the Minutes, Commissioner Morse seconded. Passed Unanimous.

9:30 a.m. PUBLIC HEARING – A.) Resolution 23-46 to Grant Tax Benefits to Rimrock IV, LLC, doing Business as Kia of Billings. Ms. Dianne Lehm, Director of Community Development stated that Rimrock IV, LLC dba Kia of Billings is going to invest \$5,000,000 for the building expansion. Ms. Lehm stated that the applicant has 36 fulltime employees and will increase that number to 60 after the completion of the project. Commissioner Morse opened the Public Hearing. Mr. Soares, Executive Manager of Rimrock IV, LLC dba Kia of Billings stated this expansion will double the size of the service department. Hearing no other comments Commissioner Morse closed the Public Hearing. Commissioner Jones made a MOTION to approve Resolution 23-46, Commissioner Morse seconded. Passed Unanimous. B.) Resolution 23-56 of Intent to Abandon a Portion of 56th Street West in Sunny Cove Fruit Farms Subdivision. Mr. Mike Black, Yellowstone County Civil Engineer gave some background. Mr. Black noted that one letter opposed to the abandonment was received from the City of Billings. Commissioner Morse opened the Public Hearing. Mr. Miles Egan real estate broker with Berkshire Hathaway, representing the Kramer's who own the property stated that the owners are requesting a delay in the abandonment hearing for two weeks. Ms. Debbie Mehling, City Public Works Director stated that the city has some plans for the area and would be willing to work with the Kramer's to see what the options would be. Ms. Mehling stated she is in support of delaying this for a couple of weeks. Mr. Jeff Martin, Clerk and Recorder stated the owners are looking for a delay and he suggested not putting a timetable on it. Hearing no other comments Commissioner Morse closed the Public Hearing. Commissioner Jones made a MOTION to table Resolution 23-56 and refer it to staff for recommendation back to the Commissioners, Commissioner Morse seconded. Passed Unanimous.

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS – Hearing no comments Commissioner Morse continued the Board Meeting.

PLANNING DEPARTMENT – Sanctuary Canyon Estates Subdivision, 2nd Filing – Preliminary Major Plat. Mr. Dave Green, Planner stated the subject property is generally located

on the south of Trail Master Drive and east of Sanctuary Canyon Road. This parcel of land is outside of zoning. It is surrounded by residential uses and wildland grass acreage. Mr. Green went through the proposed conditions. Commissioner Jones made a MOTION to conditionally approve Sanctuary Canyon Estates Subdivision, 2nd Filing with the SIA and the Findings of Fact, Commissioner Morse seconded. Passed Unanimous.

PUBLIC WORKS – Resolution 23-45 of Intent to Amend the Load Restricted County Roads in Yellowstone County, Amended County Ordinance 07-107, and Setting a Public Hearing for Tuesday May 2nd, 2023, at 9:30 a.m. in Room 3108. Commissioner Jones made a MOTION to approve Resolution 23-45, Commissioner Morse seconded. Passed Unanimous.

CLAIMS – Batches 23-151, 23-152, 23-153 & 23-154. Commissioner Jones made a MOTION to approve the Claims, Commissioner Morse seconded. Passed Unanimous.

CONSENT AGENDA – **1. COMMISSIONERS** – A.) Board Reappointments – Glenn Paulson & Tom Whittle to Shepherd Fire Service Area Board/Kalyn Briggs to Adult Resource Alliance Board/Melissa Gentry to Zoning Commission/Mark Caron to Laurel Urban Fire Service Area Board. B.) Board Openings – Updated List. **2. FINANCE** – A.) Alcohol Earmark Funds. B.) Memorandum of Understanding Between Yellowstone County and the City of Billings for the MetraPark ARPA Infrastructure Waterline Project Phase One. C.) MetraPark Request to Expend Security Camera Replacement. D.) Contract with Con’eer Engineering for Miller Building Electrical and HVAC Service Revisions. **3. PUBLIC WORKS** – A.) Striping Contract with Streamline Markings, Inc. B.) Contract for RSID 773 Patching with Hardrives Construction. **4. SHERIFF** – Addendum to Existing Telehealth Services Agreement between Yellowstone County Detention Facility & Insight Medical Group (aka Array Behavioral Care). **5. HUMAN RESOURCES – PERSONNEL ACTION REPORTS** – County Attorney – 1 Appointment; Sheriff’s Office – 2 Appointments; Justice court – 2 Appointments; MetraPark – 1 Salary & Other, 1 Termination.

FILE ITEMS – **1. AUDITOR** – Payroll Audit – March 16 to March 31, 2023. **2. CLERK OF DISTRICT COURT** – Disbursements and Checks for March 2023. **3. COMMISSIONERS** – A.) HRDC7 General Relief Quarterly Report. B.) Youth Services Center – Inspection Letter. C.) Board Minutes – Park Board. **4. FINANCE** – A.) ARPA SLFRF Compliance Report for the Period of Jan-Mar 2023. B.) Detailed Cash Investment Report – March 2023. **5. HUMAN RESOURCES** – March 16 – March 31 Payroll Audit. **6. PUBLIC WORKS** – Amended Resolution 23-24 to Create RSID 890 and 890M. **7. TREASURER** – Treasurer’s Disbursements and Checks for

February & March 2023. Commissioner Jones made a MOTION to approve the Consent Agenda and place the File Items to file, Commissioner Morse seconded. Passed Unanimous.

PUBLIC COMMENTS ON COUNTY BUSINESS – Hearing no comments Commissioner Morse adjourned the meeting at 9:48 a.m.

APPROVE _____ ATTEST _____

DATE _____

B.O.C.C. Regular

1. a.

Meeting Date: 04/30/2024

Title: Board Reappointment

Submitted By: Erika Guy

TOPIC:

Board Reappointment - Justin Downs to Broadview Fire District #3

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and Mail

Attachments

Justin Downs

Yellowstone County



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

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

April 30, 2024

Mr. Justin Downs
50 Pleasant Valley Tr.
Molt, MT 59057

RE: Re-appointment to Broadview Fire District #3

Dear Mr. Downs,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from May 7, 2024 to May 4, 2027.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

BOCC/eg

c: Board File - Clerk & Recorder
Mr. Scott Swartz

B.O.C.C. Regular

1. b.

Meeting Date: 04/30/2024

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

April 30, 2024

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

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

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

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, May 30, 2024

April 16, 2024

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

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

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

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

FUEGO FIRE SERVICE AREA	3 year	1 partial to 12/31/25
BLUE CREEK FIRE SERVICE AREA	3 year	1 full to 5/8/27

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

HISTORIC PRESERVATION BOARD	2 year	1 full to 12/31/25
-----------------------------	--------	--------------------

- ✚ NOTE: Eligible applicants for the above board must have professional expertise in history, planning, archaeology, architecture, or historic preservation-related disciplines.

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

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, May 16, 2024

B.O.C.C. Regular

1. c.

Meeting Date: 04/30/2024

Title: Support Letter - YVAS

Submitted By: Erika Guy

TOPIC:

Support Letter - YVAS

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign

Attachments

Support Letter

Yellowstone County



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

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

April 30, 2024

To whom it may concern,

On behalf of the Yellowstone County Board of County Commissioners we are writing to express our support for Yellowstone Valley Animal Shelter's (YVAS) campaign to raise funds for a privately funded facility that is desperately needed for our community.

In recent years it has become increasingly apparent that the current YVAS shelter has exceeded their capacity. With YVAS being the largest and busiest shelter in Montana helping over 5,000 lost and homeless animals annually, they are in need of a shelter that reflects the growing population of Yellowstone County.

Many of the necessary upgrades for the new facility are required to continue serving the animals they house. Notably, the current shelter lacks many essentials, such as natural light for the animals, an overhead fire-suppression system, proper ventilation, and many other spaces that lack functionality for their current needs.

YVAS has been instrumental to Yellowstone County helping to shelter many animals brought in by the Yellowstone County Sheriff's office. It is important to keep these services going and to give YVAS the right space to continue these services.

YVAS has been an invaluable resource to our community for the last 15 years. The support of our community is crucial for this campaign to allow YVAS to continue serving our community for many years to come.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

B.O.C.C. Regular

Meeting Date: 04/30/2024

Title: MOU - RiverStone Health and YCAO for Additional Funds for CAC

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

MOU - RiverStone Health and YCAO for Additional Funds for CAC

BACKGROUND:

Additional \$15,000 to RiverstoneHealth - Yellowstone Valley Child Advocacy Center approved at mid-year budget.

RECOMMENDED ACTION:

Approve

Attachments

MOU - RSH and YCAO

MEMORANDUM OF UNDERSTANDING

Between the Yellowstone County Attorney's Office and

RiverStone Health

PURPOSE

This Memorandum of Understanding (MOU) is entered into by the **Yellowstone County Attorney's Office (the County)** and RiverStone Health to support establishing non-urgent medical forensic exam for child victims of abuse in conjunction with the **Yellowstone Valley Children's Advocacy Center (YVCAC)** at RiverStone Health.

DURATION and TERMINATION

This MOU is for a one-time amount of \$15,000 towards the purchase of a forensic medical equipment to establish non-urgent medical forensic exams for child victims of abuse. RiverStone Health will have sole ownership of the equipment after purchase.

RESPONSIBILITIES OF PARTIES

RiverStone Health will provide the County with an invoice and this MOU detailing use of the funds. The County will provide a lump sum of \$15,000 towards the purchase of a forensic medical equipment.

GENERAL PROVISIONS

Assignment: No party shall assign, transfer, or convey any right or obligation set forth in this MOU without prior written consent of the other party.

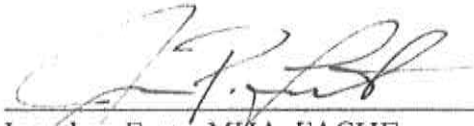
Complete Agreement: This MOU constitutes the sole and entire agreement between the parties here to. No other terms or conditions shall be binding upon either party unless, accepted in writing. This MOU supersedes any previous oral or written agreements between the parties.



Scott Twito
Yellowstone County Attorney

4-18-24

Date



Jonathan Forte, MHA, FACHE
RiverStone Health President and CEO
Yellowstone County Health Officer

4/4/24

Date

B.O.C.C. Regular

3. a.

Meeting Date: 04/30/2024

Title: Election Judge Appointments

Submitted For: Katherine Aldrich, Election Administrator

Submitted By: Katherine Aldrich, Election Administrator

TOPIC:

Election Judge Appointments for June, 2024

BACKGROUND:

Section 13-4-101, MCA, provides that the Board of County Commissioners is required to appoint election judges at least 30 days before the primary election in even-numbered years.

RECOMMENDED ACTION:

Adopt appointment of election judges.

Attachments

Resolution Appointing Election Judges

Election Judge Attachement 1

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24 - 82

A RESOLUTION APPOINTING ELECTION JUDGES

WHEREAS, 13-4-101, MCA, provides that the Board of County Commissioners is required to appoint election judges at least 30 days before the primary election in even-numbered years and each of Yellowstone County's 59 precincts requires at least three election judges; and

WHEREAS, each election judge must be a qualified registered elector of the county and must attend a training class;

WHEREAS, each of the electors designated for appointment has attended a training class conducted by the Election Administrator and has otherwise met the prerequisites for being appointed as an election judge in Yellowstone County;

WHEREAS, Yellowstone County requires a sufficient number of election judges to serve in various capacities required by Title 13 of the Montana Code Annotated and as determined by the Election Administrator and also to form a reserve pool of election judges who are ready to serve if a vacancy occurs;

THEREFORE, BE IT RESOLVED, by the Yellowstone County Board of County Commissioners that the individuals provided for in Attachment 1 are hereby appointed as election judges for Yellowstone County and they shall further continue to serve as provided in 13-4-103, MCA;

BE IT FURTHER RESOLVED, that the Yellowstone County Election Administrator is directed to organize the appointed election judges into election boards and positions required by Title 13 of the Montana Code Annotated necessary for the conduct of elections on or after June 1, 2024, and as further determined by the Election Administrator and into a reserve pool of election judges. The Election Administrator shall ensure, to the extent feasible, representation by individuals of at least two different party affiliations on any election board and shall take into account such other considerations as appropriate, such as experience, availability for upcoming elections, home precincts, familiarity with particular polling places, travel distance to designated polling places, and individual assignment preferences. The Election Administrator may augment the list of election judges with further appointments as provided in 13-4-102(4), MCA.

Passed and Adopted on the 30th 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

Attachment

Attachment 1 – List of Election Judge Appointees

ATTACHMENT 1

Adamson, Rodney	Brown, Sheila	Eiker, Joseph
Allen, George	Buckman, Lisa	Eiker, Susan
Allen, Laurie	Burroughs, Karen	Eldredge, Bonnie
Allison, Ellis	Butler, William	Elliott, Joyce
Anderson, Cheri	Caddell, Carlee	Elrod, Larry
Anderson, Christine	Callen, Carol	Emett, Michael
Anderson, LaVonne	Campbell, Bonnie	Engebretson, Bob
Andre, John	Carter, David	Ereth, Kenneth
Andre, Vicki	Celix, Juanita	Evans, Deanna
Armstrong, Gary	Choriki, Danny	Evans, Steven
Armstrong, Rosemary	Christensen, Tracy	Everard, Carolyn
Armstrong, Melvin	Clancy, Ann	Ewalt, Kent (Roland)
Ascheman, Diane	Clarín, Donald	Fannon, Robert
Atherton, Parris	Clark, Claudia	Farrand, Grace
Awner, Adela	Clawson, Linda	Felten, John
Ayre, Bonnie	Cluff, Peggy	Fenner, Sherry
Babovich, Laura	Connaghan, Beth	Fitch, Cindie
Baeten, Rita	Countway, Thomas	Fitzgerald, Catherine
Baeten, William	Cox, Gareld	Flynn, Joan
Bankston, Terry	Cox, Phillip	Forrette, Candace
Barndt, Angie	Crabtree, Jonathan	Frank, Douglas
Barnea, Lizbeth	Craig, Morgan	Franson, Linda
Barta, Sandra	Crouse, James	Fraser, Scott
Baumann, Frederick (Bill)	Crowley, Rose	Fulgham, Judy
Baune, Corrine	Curtis, Dan	Fulgham, Scott
Beeter, Nancy	Damm, Carol	Gallagher, Margaret
Bensing, Beverly	Daniel, Kendra	Garrett, Bonnie Rae
Benson, Rod	Daubert, Bev	Gatzemeier, Gwen
Berens, Joseph	Davis, Christopher	Geigle, Georgia
Berens, Laura	Davis, Donna	Genger, Connie
Berg, Lynda	Deans, William	Gentrup, Elizabeth
Bierschwale, David	Decker, Kristie	Gergen, Brent
Bissell, Gary	Dedmore, Rosalie	Goerig, George
Blatz, Laura	Demetriades, Larry	Gordon, Joann
Blee, Juanita	Deschner, Jane	Granot Jr, Daniel, Lee
Bodden, Stephanie	Dibble, Edith	Grav, Bethany
Bodden, Steven	Dibble, Gregory	Grav, Jamie
Bode, Heidi	Donges, Kathy	Gray, Kathleen
Bomgardner, Leah	Doornek, Erica	Gray, Steve
Bowling, Tammy	Downing, Michael	Green, Karen
Bradley, Colleen	Downing, Nancy	Green, Rick
Bredehoft, William	Dunning, Sandra	Grinde, Wanda
Brockie, Michael	Dutcher, William	Grismer, Helen
Brown, Amanda	Dwyer, Renee	Gunn, Barbara
Brown, Bernadette	Egan, Carrie	Gutierrez, Lucais
Brown, Nancy	EGge, Shelly	Hall, Ann

ATTACHMENT 1

Halverson, Elizabeth	Keller, Marvin	Marek, Mary
Hannah, Karen	Kelly, Corrine	Martinson, Patricia
Hansen, Jay	Kelly, James	Marsh, Gary
Hanson, John "Jack"	Kessler, Gerald	Marsh, Tami
Harley, Dwight	Kim, Justin	Martin, Cheryl
Harn, Patricia	Kimmerle, Lauri	Marullo, Joseph
Harper, Simon	Klanke, Jim	Mateel, Susan
Harrington, Lynn	Klatt, David	Maurer, Marlene
Harris, Mary Anne	Krank, Mary	McCave, Dennis
Hastings, Brenda	Kreiman, Edward	McCracken, Joan
Hawk, Janet	Kreiman, Sue	McMullin, Robert
Hayter, Charles	Krum, Marlene	McNally, Mary
Hayter, Debra	Kudrna, Bev	McNew, Tamara
Hedrick, Deborah	Kuhrbb, Kari	McRae, Murdo
Henderson, Forrest	Lambert, Janet	Mick, Carol
Hennen, Mary Beth	Lance, Calvin	Miller, Paula
Hernandez, Maria	Lannen, Terri	Miller, Sharon
Herr, Kathleen	LaPerle, Kim	Miller, Vickie
Heupel, Myron	Latimore, Jerry	Modrow, Marie "Leslie"
Hines, Marian	Leach, Carmen	Moffet, Louis
Holeman, Patricia	Leon, Elias	Moody, Logan
Holland, Diana	Leon, Monica	Moots, Michael
Honaker, Marcia	Larson, Mellody	Montiero, Dom
Hopper, Karen	Laughlin, Susan	Moran, Jane
Hostettler, James	Left Hand, Leslie	Moran, Michael
Hughes, Curtis	Lewis, Phillip	Morgenstern, Maryann
Hughes, Margi	Lien, Linda	Morrell, Dianne
Hurlburt, Marcia	Linger, Scott	Munson, Deborah
Huszt, Paul	Llewellyn, Elaine	Murdock, Merita
Hutchinson, Connie	Loff, Linda	Murphy, Janet
Ibarra, Jr. Blas	Lohof, Arle	Murphy, Linda
Icenoggle, Luz	Lohof, Armand	Murray, Mardelyn
Idstrom, Leslie	Loken, Patricia	Muth, Mary Jane
Isern, Jennifer	Lombardy, Barbara	Neva, Erik
Ivie, Jeff	Lowe, Russ	Newell, Dean
Jacobsen, James	Lowe, Shilloy	Newstrom, Darlene
Janecek, Claudia	Mackenzie-Sanders, Amy	Nicholson, Vonda
Johnson, Douglas	Mackey, Steve	Nicholson, William
Johnson, Eleanor	Macki, Michael	Norwood, Ann
Johnson, Kristie (Kristen)	Macki, Rosemary	O'Connor, William
Johnson, Richard	Maddock, Susan	O'Donnell, Elaine
Jones, Linda	Mahon, Mike	Oblander, Joanna
Jorgenson, Sheila	Maier, Dennis	Oedekoven, Melinda
Judisch, Barbara	Maier, Susan	Olson, Faith
Katolas, Grace	Maine, Henry	Olson, Harold
Keeney, Sean	Malnaa, DeAnne	Olson, Nikki
Kegel, Clinton	Malnaa, Monte	Osik, Warren

ATTACHMENT 1

Ottman, Sandy	Romine, Thomas	Stocker, Maurinda
Ottolino, David	Rose, Todd	Stockman, Nancy
Overturf, Terry	Roth, Rene	Stookey, Juliette
Moore, Ruth	Rowe, Martha	Struckman, Daniel
Morse, Jeanne	Rowen, Teresa	Struckman, Penny
Mothershead, Kristine	Rowen, Valerie	Sunderland, Paul
Painschab, Sheila	Ruff, Della	Swanson, Jacquelynn
Pals, David	Ruff, Dennis	Swords, Lloyd
Pals, Karen	Ryan, Lori	Templeman, Carol
Paulson, Steve	Scally, Katherine	Theisen, Gary
Paxinos, Thomas	Scheidler, Amanda	Thomas, Diana
Pence, Nancy	Scheidler, Roger	Thompson, Donald
Penrod, Wendy	Scheie, Holly	Tizono, Sherry
Peter, Jay	Schey, Joan	Toavs, Jeffrey
Peterson, Linda	Schroeder, Lourdes	Tripp, John
Peterson, Norma	Scott, Boni	Tucker, Renee
Pickens, Francis	Scott, Parker	Turnquist, William
Pickens, Linda	Scovell, Karon	Ullman, Elizabeth
Pierce, Herbert	Sears, Allison	VanDyk, Jane
Pope, Sonya	Sears, Genelle	Vender, Carl
Popelka, Pam	Seibert, Herman	Vickery, Bonita
Prine, Mark	Selby, Tami	Vogel, Denise
Propp, Patty	Shaffer, Laura	Vogel, Michael
Pugh, Ingeborg	Sheehy, Eileen	Walker, Wanda
Purinton, Pamela	Shelton, Pamela	Walton, Susan
Pyburn, Dennis	Siegel, Malinda	Waples, Ross
Pyburn, Evelyn	Simon, Scott	Ward, Stephen
Raines, Virginia	Sinclair, Dayle	Weinberg, Susan
Ramage, Kathy	Sire, Don	Welhaven, Diane
Ramirez, Lori	Sire, Richard	Wenrich, Kelly
Rankin, Sam	Sivertson, Theresa	Wessell, Anna
Ray, Terence (Terry)	Smillie, John	West, Dana
Redman, Alan	Smith, Beth	Whalen, Robert
Redman, Dee Ann	Smith, Scott	Wiley, Robert
Reichert, Carrie	Smith, T.J.	Wilnau, Christine
Reynolds, Mary	Smith, William	Wood, Douglas
Richardson, Kristen	Sorenson, Vonda	Woodard, Steven
"Kelli"	Spotted Elk, Lane	Woodworth, Jayda
Rickard, Colleen	Stabio, Becky	Worn-Wilkerson,
Roat, Brian	Stanhope, Lizabeth	Friederike
Roberts, Cynthia	Starkweather, Lorraine	Wright, Melissa
Roberts, John	Steilen, Sherri	Wulfekuhle, Carol
Robison, Levi	Stene, Bill	Zable, Lillie
Rochon, Kerrie	Stene, Samuel	Zapata, Diego
Rockhold, Tamara	Steuber, John	Zink, Ed
Rogers, Jessie	Stimpson, Karen	

B.O.C.C. Regular

3. b.

Meeting Date: 04/30/2024

Title: Tabulation Policy

Submitted For: Katherine Aldrich, Election Administrator

Submitted By: Katherine Aldrich, Election Administrator

TOPIC:

Ballot Tabulation Policy

BACKGROUND:

This policy reflects the county's choice to use machine tabulators and provides the requirements for what occurs when a ballot cannot be read by machine tabulation or an elector otherwise requests hand tabulation.

RECOMMENDED ACTION:

Adopt

Attachments

Tabulation Policy

YELLOWSTONE COUNTY ELECTION OFFICE

TABULATION POLICY 24-81

Pursuant to § 13-15-206, MCA, a county must count its ballots in a uniform manner. A county may choose to either conduct a manual hand count of its ballots in their entirety or use a machine tabulator to count the ballots in their entirety. Once automated tabulation is chosen as the method of counting, then "if a vote is recognized and county by the system, it is a valid vote[,]" and "if a vote is not recognized and county by the system, it is not a valid vote." A ballot that is not able to be run through the tabulator must be transcribed to "...a new ballot that can be processed by the voting system."

Yellowstone County tabulates election ballots by machine. Therefore, except as provided by 13-15-209, MCA, Yellowstone County shall count all ballots using machine tabulation. In accordance with § 13-15-206, MCA, Yellowstone County shall transcribe a ballot that is unable to be processed by the voting system to a new ballot that is able to be processed by the voting system.

Passed and adopted this 30th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

B.O.C.C. Regular

3. c.

Meeting Date: 04/30/2024

Title: Wells Fargo Short-term Lease

Submitted For: Katherine Aldrich, Election Administrator

Submitted By: Katherine Aldrich, Election Administrator

TOPIC:

Short Term Lease at Wells Fargo Building

BACKGROUND:

Short term lease at Wells Fargo Building

RECOMMENDED ACTION:

Approve

Attachments

Wells Fargo Lease

**MULTI-TENANT OFFICE
LEASE AGREEMENT**

WFC I, LLC,

as Landlord

and

**The County of Yellowstone,
as Tenant**

Wells Fargo Center Billings, MT

OFFICE LEASE AGREEMENT

This Office Lease Agreement is made and entered into as of the Effective Date by and between WCF I, LLC, a Montana limited liability company, as Landlord, and The County of Yellowstone, a county of the State of Montana, as Tenant.

DEFINITIONS

Capitalized terms used in this Lease have the meanings ascribed to them on the attached **EXHIBIT "A"**

BASIC TERMS

The following Basic Terms are applied under and governed by the particular sections(s) in this Lease pertaining to the following information:

1. **Premises:** Suite 903, consisting of approximately 3,994 rentable square feet and located on the 9th floor of the Building. The land on which the Premises are located is described on **EXHIBIT "B"**. (See Section 1.1).
2. **Lease Term:** Commencing on the Commencement Date and terminating on November 30, 2024 (See Section 1.2)
3. **Delivery Date:** April 22, 2024.
4. **Commencement Date** April 22, 2024
5. **Basic Rent:**

MONTHS

ANNUAL BASIC RENT PER RENTABLE SQUARE FOOT OF THE PREMISES

MONTHLY INSTALLMENTS

Entire
Term

N/A

\$4,071.00

(See Section 2.1).

No renewal term

6. **Improvement allowance:** \$0.00 per rentable square foot of the Premises.

7. **Property Manager/Rent Payment Address**

The Management Group, Inc
PO Box 1942
Billings, MT 59103

Attn: Aaron Sparboe

Telephone: 406-651-0603

Facsimile: 406-651-0604

8. **Address of Landlord for Notices:**

WFC I, LLC
PO Box 1942
Billings MT 59103

Attn: Aaron Sparboe

Telephone: 406-651-0603

Facsimile: 406-651-0604

9. **Tenant(s):**

The County of Yellowstone
175 North 27th Street Suite 903
Billings, MT 59101
Attn: Yellowstone
County Election Office
Telephone:
406-256-2740

**ARTICLE 1
LEASE OF PREMISES
AND LEASE TERM**

1.1 Premises. In consideration of the mutual covenants this Lease describes and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms, covenants, and conditions set forth in this Lease. The rentable area of the Premises is the rentable area specified in the Basic Terms. Landlord determined the rentable area of the Premises substantially in accordance with BOMA Standards. If Landlord or Tenant (to Landlord's reasonable satisfaction) determines, in accordance with BOMA Standards, that the rentable area of the Premises differs from the rentable area specified in the Basic Terms, Landlord and Tenant will amend this Lease accordingly; provided, however, that any such amendment will operate prospectively only. Landlord and Tenant will not make any retroactive adjustments to Rent payments on account of any difference between the rentable area of the Premises specified in the Basic Terms and the rentable area of the Premises as may be determined after the date of this Lease.

1.2 Term, Delivery and Commencement

1.2.1 Commencement and Expiration of Term. The Term of this Lease is the period stated in the Basic Terms. The Term Commences on the Commencement Date and expires on November 30, 2024.

1.2.2 Tender of Possession. Landlord will use commercially reasonable efforts to tender possession of the Premises to Tenant on or before the Delivery Date, subject to Force Majeure and Tenant Delay. If Landlord is unable to tender possession of the Premises to Tenant on or before the Delivery Date for any reason beyond its reasonable control, this Lease will remain in full force and effect and Landlord is not liable to Tenant for any resulting loss or damage; provided, however, that unless the delay is caused by Tenant Delay, Landlord will appropriately adjust the Commencement Date and Rent Commencement Date.

1.2.3 Commencement Date Memorandum. Within a reasonable time after the Commencement Date, Landlord will deliver to Tenant the Commencement Date Memorandum with all blanks relating to dates completed with dates Landlord derives in accordance with this Lease. Tenant, within 10 days after receipt from Landlord, will execute and deliver to Landlord the Commencement Date Memorandum. Tenant's failure to execute and deliver to Landlord the Commencement Date Memorandum does not affect any obligation of Tenant under this Lease. If Tenant does not timely execute and deliver to Landlord the Commencement Date Memorandum, Landlord and any prospective purchaser or encumbrancer may conclusively rely on the information contained in the unexecuted Commencement Date Memorandum Landlord delivered to Tenant.

1.2.4 Early Occupancy. Tenant will not occupy the Premises before Substantial Completion without Landlord's prior written consent, which consent Landlord may grant, withhold, or condition in its sole and absolute discretion. If Landlord consents, Tenant, during the early occupancy period, may only install Tenant's furniture, fixtures and equipment in the Premises and must comply with and observe all terms and conditions of this Lease other than Tenant's obligation to pay Basic Rent.

1.3 [Intentionally Omitted]

**ARTICLE 2
RENTAL AND OTHER PAYMENTS**

2.1 Basic Rent. Tenant will pay Basic Rent in monthly installments to Landlord, in advance without offset or deduction, commencing on the Rent Commencement Date and continuing on the first day of each and every calendar month after the Rent Commencement Date during the Term. Tenant will make all Basic Rent payments to Property Manager at the address specified in the Basic Terms or at such other place or in such other manner as Landlord may from time to time designate in writing. Tenant will make all Basic Rent payments without Landlord's previous demand, invoice, or notice for payment. Landlord and Tenant will prorate, on a per diem basis, Basic Rent for any partial month within the Term.

2.2 Additional Charges. Tenant shall pay for parking spots in the parking garage adjacent to the Building. Landlord has a bulk parking lease from the City of Billings and will direct bill Tenant for an agreed upon number of spaces. The initial rates for parking spots are \$35.00 per month per parking spot on the roof and \$65.00 per covered parking spot and are subject to change by the City of Billings.

2.3 Delinquent Rental Payments. If Tenant does not pay any installment of Basic Rent or the Basic Rent increased as provided for herein within three (3) Business Days after the date the payment is due, Tenant will pay Landlord an additional amount equal to the greater of (a) interest on the delinquent payment calculated at the Maximum Rate from the date when the payment was due through the date the payment is made, or (b) a late payment charge equal to 5% of the amount of the delinquent payment. Landlord's right to such compensation for the delinquency is in addition to all of Landlord's rights and remedies under this Lease, at law or in equity.

2.4 Independent Obligations. Notwithstanding any contrary term or provision of this Lease, Tenant's covenant and obligation to pay Rent is independent from any of Landlord's covenants, obligations, warranties, or representations in this Lease. Tenant will pay Rent without any right of offset or deduction.

**ARTICLE 3
PERSONAL PROPERTY TAXES OF TENANT**

3.1 Personal Property Taxes. Tenant, prior to delinquency, will pay all taxes charged against Tenant's trade fixtures and other personal property. Tenant will use all reasonable efforts to have such trade fixtures and other personal property taxed separately from the Property. If any of Tenant's trade fixtures and other personal property are taxed with the Property, Tenant will pay the taxes attributable to Tenant's trade fixtures and other personal property to Landlord as a sum to be added to the Basic Rent.

**ARTICLE 4
USE**

4.1 Permitted Use. Tenant will occupy and operate the Premises at all times during the Term and

will not vacate the Premises prior to the expiration of the Term without Landlord's prior written consent, which consent Landlord may grant or withhold in its sole and absolute discretion. Tenant will not use the Premises for any purpose other than general office purposes. Tenant will not use the Property or knowingly permit the Premises to be used in violation of any Laws or in any manner that would (a) violate any certificate of occupancy affecting the Property; (b) make void or voidable any insurance now or after the Effective Date in force with respect to the Property; (c) cause injury or damage to the Property or to the person or property of any other tenant on the Property; (d) Cause substantial diminution in the value or usefulness of all or any part of the Property (reasonable wear and tear excepted); or (e) constitute a public or private nuisance or waste. Tenant will obtain and maintain, at Tenant's sole cost and expense, all permits and approvals required under the Laws for Tenant's use of the Premises.

4.2 Acceptance of Premises. Tenant acknowledges that neither Landlord nor any agent, contractor, or employee of Landlord has made any representation or warranty of any kind with respect to the Premises, the Building, or the Property, specifically including, but not limited to, any representation or warranty of suitability or fitness of the Premises, Building, or the Property for any particular purpose. Tenant accepts the Premises, the Building and the Property in an "AS IS-WHERE IS" condition.

4.3 Increased Insurance. Tenant will not do on the Property or permit to be done on the Premises anything that will (a) increase the premium of any insurance policy Landlord carries covering the Premises or the Property; (b) cause a cancellation of or be in conflict with any such insurance policy; (c) result in any insurance company's refusal to issue or continue any such insurance in amounts satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of Tenant's operations in the Premises or use of the Property. Tenant, at Tenant's sole cost and expenses, will comply with all rules, orders, regulations, and requirements of insurers and of the American Insurance Association or any other organization performing a similar function. Tenant will reimburse Landlord, by increasing the Basic Rent with respect to any additional premium charges for such policy or policies resulting from Tenant's failure to comply with the provisions of this section.

4.4 Laws/building Rules. This Lease is subject and subordinate to all Laws. A copy of the current Building Rules is attached to this Lease as **EXHIBIT "E."** Landlord may amend the Building Rules from time to time in Landlord's sole and absolute discretion.

4.5 Common Area. Landlord grants Tenant the non-exclusive right, together with all other occupants of the Building and their agents, employees and invitees, to use the Common Area during the Term, subject to all Laws. Landlord, at Landlord's sole and exclusive discretion, may make changes to the Common Area. Landlord's rights regarding the Common Area include, but are not limited to, the right to (a) restrain unauthorized persons from using the Common Area; (b) place permanent or temporary kiosks, displays, carts or stands in the Common Area and lease the same to tenants and others; (c) temporarily close any portion of the Common Area (i) for repairs, improvements or Alterations, (ii) to discourage unauthorized use, (iii) to prevent dedication or prescriptive rights, or (iv) for any other reason Landlord deems sufficient in Landlord's judgment; (d) change the shape and size of the Common Area; (e) add, eliminate or change the location of any improvements located in the Common Area and construct buildings or other structures in the Common Area; and (f) impose and revise Building Rules concerning use of the Common Area.

4.6 Signs. Tenant shall have the right to place signage on its door, elevator lobby area and on the main floor directory at its own expense. Landlord must approve signage and shall organize signage installation for Tenant. The signs will conform to Landlord's sign criteria. Tenant will not install or permit to be installed in the Premises any other sign, decoration or advertising material of any kind that is visible from the interior or exterior of the Premises. Landlord may immediately remove, at Tenant's sole cost and expense, any sign, decoration or advertising material that violates this section.

ARTICLE 5 HAZARDOUS MATERIALS.

5.1 Compliance with Hazardous Materials Laws. Tenant will not cause any Hazardous Material to be brought upon, kept, or used on the Property in a manner or for a purpose prohibited by or that could result in liability under any Hazardous Materials Law. Tenant, at its sole cost and expense, will comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, or about the Property required for Tenant's use of the Premises and will notify Landlord of any and all Hazardous Materials Tenant brings upon, keeps, or uses on the Property (other than small quantities of office cleaning or other office supplies as are customarily used by Tenant in the ordinary course in a general office facility). On or before the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, will completely remove from the Property (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials Tenant causes to be present in, on, under, or about the Property. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in on, under, or about the Property, not enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Property, without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene, and otherwise assert and protect Landlord's interest in the Property.

5.2 Notice of Action. Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant or the Property that result from or in any way relate to Tenant's use of the Property immediately after receiving notice of the same: (a) any enforcement, clean-up, removal, or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (b) any Claim made or threatened by any person relating to damage, contribution, liability, cost recover, compensation, loss, or injury resulting from or claimed to result from any Hazardous Material, and (c) any reports made by any person, including Tenant, to any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings, or asserted violations. Tenant will also deliver to Landlord, as promptly as possible and in any event within five (5) Business Days after Tenant first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Tenants use of the Premises. Upon Landlord's written request, Tenant will promptly deliver to Landlord documentation acceptable to Landlord reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises. All such documentation will list Tenant or its agent as a responsible party and will not attribute responsibility for any such Hazardous Materials to Landlord or Property Manager.

5.3 Disclosure and Warning Obligations. Tenant acknowledges and agrees that all reporting and

warning obligations required under Hazardous Materials Laws resulting from or in any way relating to Tenant's use of the Premises or Property are Tenant's sole responsibility, regardless of whether the Hazardous Materials Laws permit or require Landlord to report or warn.

5.4 Indemnification. Tenant will release, indemnify, defend (with counsel reasonably acceptable to Landlord), protect, and hold harmless the Landlord Parties from and against any and all claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release, or management of Hazardous Materials in, on, under, upon, or from the Property (including water tables and atmosphere) resulting from or in any way related to Tenant's use of the Premises or Property. Tenant's obligations under this section include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, clean-up, detoxification, or decontamination of the Property; (b) the costs of implementing any closure, remediation, or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Property; and (d) consultants' fees, experts' fees, and response costs. The obligations of Tenant under this section survive the expiration or earlier termination of this Lease.

ARTICLE 6 SERVICES

6.1 Landlord's Obligations. Landlord will provide the following services:

6.1.1 Janitorial Service. Janitorial services are the responsibility of Tenant. Janitorial as well as other Landlord cleaning services are not permitted in the Premises during the term of this Lease unless invited into the Premises by the County Election Administrator or its agents/representatives.

6.1.2 Electrical Energy. Electrical energy to the Premises for lighting and for operating office machines for general office use. Electrical energy will be sufficient for Tenant to operate personal computers and other equipment of similar low electrical consumption, but will not be sufficient for lighting in excess of 2 watts per square foot installed or for electrical convenience outlets in excess of 4 watts per square foot installed. Tenant will not use any equipment requiring electrical energy in excess of the above standards without receiving Landlord's prior written consent, which consent Landlord will not unreasonably withhold, but Landlord may condition its consent on Tenant paying all costs of installing the equipment and facilities necessary to furnish such excess energy and an amount equal to the average cost per unit of electricity for the Building applied to the excess use as reasonably determined either by an engineer selected by Landlord or submeter installed at Tenant's expense. Landlord will replace all lighting bulbs, tubes, ballasts and starters within the Premises at Tenant's sole cost and expense. Landlord will add such costs to the Basic Rent as incurred and Tenant will pay such costs as added to the Rent.

6.1.3 Heating, Ventilation and Air Conditioning. During Business Hours heating, ventilation, and air conditioning to the Premises sufficient to maintain, in Landlord's reasonable judgment, comfortable temperatures in the Premises. During other times,

Landlord will provide heat and air conditioning upon Tenant's reasonable advance notice (not less than 24 hours). Tenant will pay Landlord, as Additional Rent, for such extended service on an hourly basis at the prevailing rates Landlord reasonably establishes. If extended service is not a continuation of the service Landlord furnished during Business Hours, Landlord may require Tenant to pay of a minimum of 4 hours of such service, Landlord will provide air conditioning to the Premises based on standard lighting and general office use only.

6.1.4 Water. Hot and cold water from standard building outlets for lavatory, restroom, and drinking purposes.

6.1.5 Elevator Service. Elevator service to be used by Tenant in common with other tenants. Landlord may restrict Tenant's use of elevators for freight purposes to the freight elevator and to hours Landlord reasonably determines. Landlord may limit the number of elevators in operation at times other than Business Hours.

6.2 Tenant's Obligations. Tenant is solely responsible for paying directly to the applicable utility companies, prior to delinquency, all separately metered or separately charged utilities, if any, to the Premises or to Tenant. Except as provided in Section 6.1.2, Tenant will also obtain and pay for all other utilities and services Tenant requires with respect to the Premises (including, but not limited to, hook-up and connection charges).

6.3 Other Provisions Relating Services. No interruption in, or temporary stoppage of, any of the services this Article 6 describes is to be deemed an eviction or disturbance of Tenant's use and possession of the Premises, nor does any interruption or stoppage relieve Tenant from any obligation this Lease describes, render Landlord for damages, or entitle Tenant to any Rent abatement. Landlord is not required to provide any heat, air conditioning, electricity, or other service in excess of that permitted by voluntary or involuntary governmental guidelines or other Laws. Landlord has the exclusive right and discretion to select the provider of any utility or service to the Property and to determine whether the Premises or any other portion of the Property may or will be separately metered or separately supplied. Landlord reserves the right, from time to time, to make reasonable and non-discriminatory modifications to the above standards for utilities and services.

6.4 Tenant Devices. Tenant will not, without Landlord's prior written consent, use any apparatus or device in or about the Premises that causes substantial noise, odor, or vibration, Tenant will not connect any apparatus or device to electrical current or water except through the electrical and water outlets Landlord installs in the Premises.

ARTICLE 7 MAINTENANCE AND REPAIR

7.1 Landlord's Obligations Except as otherwise provided in this Lease, Landlord will repair and maintain the following in good order, condition and repair; (a) the foundations, exterior walls and roof of the Building; and (b) the electrical, mechanical, plumbing, heating and air conditioning systems, facilities, and components located in the Building and used in common by all tenants of the Building. Landlord will also maintain and repair the Common Area (subject to all other terms and conditions of this Lease relating to Common Area) and the windows, doors, plate glass and the

exterior surfaces of walls that are adjacent to Common Area. Basic Rent will not be reduced, nor will Landlord be liable, for loss or injury to or interference with Tenant's property, profits or business arising from or in connection with Landlord's performance of its obligations under this section.

7.2 Tenant's Obligations.

7.2.1 Maintenance of Premises. Except as otherwise specifically provided in this Lease, Landlord is not required to furnish any services or facilities, or to make any repairs or Alterations, in, about or to the Premises or the Property. Except as specifically described in Section 7.1, Tenant assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises. Except as specifically described in Section 7.1, Tenant, at Tenant's sole cost and expense, will keep and maintain the Premises (including, but not limited to, all nonstructural interior portions, systems and equipment; interior surfaces of exterior walls; interior moldings, partitions and ceilings; and interior electrical, lighting and plumbing fixtures) in good order, condition and repair, reasonable wear and tear and damage from insured casualties excepted. Tenant will keep the Premises in a neat and sanitary condition and will not commit any nuisance or waste in, on or about the Premises or the Property. If Tenant damages or injures the Common Area or any part of the Property other than the Premises, Landlord will repair the damage and Tenant will pay Landlord for all uninsured costs and expenses of Landlord in connection with the repair as a sum to be added to Rent. Tenant is solely responsible for and, to the fullest extent allowable under the Laws, will release, indemnify, protect and defend Landlord against (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from, the cost of repairing, and any Claims resulting from, any penetrations or perforations of the roof or exterior walls of the Building Tenant causes. Tenant will maintain the Premises in a first-class and fully operative condition. Tenant's repairs will be at least equal in quality and workmanship to the original work and Tenant will make the repairs in accordance with all laws.

7.2.2 Alterations Required by Laws. If any governmental authority requires any Alteration to the Building or the Premises as a result of Tenant's particular use of the Premises or as a result of any Alteration to the Premises made by or on behalf of Tenant, or if Tenant's particular use of the Premises subjects Landlord or the Property to any obligation under any Laws, Tenant will pay the cost of all such Alterations or the cost of compliance, as the case may be. If any such Alterations are Structural Alterations, Landlord will make the Structural Alterations; provided, however, that Landlord may require Tenant to deposit with Landlord an amount sufficient to pay the cost of the Structural Alterations (including, without limitation, reasonable overhead and administrative costs). If the alterations are not Structural Alterations, Tenant will make the Alterations at Tenant's sole cost and expense in accordance with Article 8.

ARTICLE 8 CHANGES AND ALTERATIONS

8.1 Landlord Approval. Tenant will not make any Structural Alterations to the Premises or any Alterations to the Common Area. Tenant will not make any other Alterations without Landlord's prior written consent, which consent Landlord will not unreasonably withhold or delay; provided, however, that Landlord may impose conditions in its reasonable discretion. Along with any request for Landlord's consent, Tenant will deliver to Landlord plans and specifications for the Alterations and names and addresses of all prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant, before commencing the Alterations or delivering (or accepting delivery of) any materials to be used in connection with the Alterations, will deliver to Landlord for Landlord's reasonable approval copies of all contracts, proof of insurance required by Section 8.2, copies of any contractor safety programs, copies of all necessary permits and licenses, and such other information relating to the Alterations as Landlord reasonably requests. Tenant will not commence the Alterations before Landlord, in Landlord's reasonable discretion, approves the foregoing deliveries. Tenant will construct all approved Alterations or cause all approved Alterations to be constructed (a) promptly by a contractor Landlord approves in writing in Landlord's sole and absolute discretion, (b) in a good and workmanlike manner, (c) in compliance with all Laws, (d) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises and any other body exercising similar functions, and (e) in full compliance with all of Landlord's rules and regulations applicable to third party contractors, subcontractors and suppliers performing work at the Property.

8.2 Tenant's Responsibility for Cost and Insurance. Tenant will pay the cost and expense of all Alterations, including, without limitation, a reasonable charge for Landlord's review, inspection, and engineering time, and for any painting, restoring, or repairing of the Premises or the Building the Alterations occasion. Prior to commencing the Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (a) demolition (if applicable) and payment and performance bonds, (b) builder's "all risk" insurance in an amount at least equal to the replacement value of the Building (excluding the Land, foundation, grading costs and excavation costs), (c) evidence that Tenant and each of Tenant's contractors have in force liability insurance insuring against construction related risks, in at least the form, amounts and coverages required of Tenant under Article 10 and (d) copies of all applicable contracts and of all necessary permits and licenses. The insurance policies described in clauses (b) and (c) of this section must name Landlord, Landlord's lender (if any) and Property Manager as additional insureds.

8.3 Construction Obligations and Ownership. Landlord may inspect construction of the Alterations. Immediately after completing the Alterations, Tenant will furnish Landlord with contractor affidavits, full and final lien waivers and receipted bills covering all labor and materials expended and used connection with the Alterations. Tenant will remove any Alterations Tenant constructs in violation of this Article 8 within 10 days after Landlord's written request and in any event prior to the expiration or earlier termination of this Lease. All Alterations Tenant makes or installs (including all telephone, computer and other wiring and cabling located within the walls of and outside the Premises, but excluding Tenant's movable trade fixtures, furniture and equipment) become the property of Landlord upon installation and, unless Landlord requires

Tenant to remove the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration of earlier termination of this Lease at no cost to Landlord.

8.4 Liens. Tenant will keep the Property free from any construction, materialmen's, designers', or other liens arising out of any work performed, Materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through, or under Tenant. Tenant will notify Landlord in writing 30 days prior to commencing any Alterations in order to provide Landlord the opportunity to record and post notices of non-responsibility or such other protective notices available to Landlord under the Law. If any such liens are filed and Tenant, within 15 days after such filing, does not release the same of record or provide Landlord with a bond or other surety satisfactory to Landlord protecting Landlord and the Property against such liens, Landlord, without waiving its rights and remedies based upon such breach by Tenant and without releasing Tenant from any obligation under this Lease, may cause such liens to be released by any means Landlord deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as a sum to be added to Basic Rent, for all amounts Landlord pays including, without limitation, reasonable attorney's fees and costs.

8.5 Indemnification. To the fullest extent allowable under the Laws, Tenant will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and the Property from and against work performed, materials furnished, or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

ARTICLE 9

RIGHTS RESERVED BY LANDLORD

9.1 Landlord's Entry. Landlord and its authorized representatives may at all reasonable times and upon reasonable notice to Tenant enter the Premises to: (a) inspect the Premises; (b) show the Premises to prospective purchaser, mortgagees, and tenants; (c) post notices of non-responsibility or other protective notices available under the Laws; or (d) exercise and perform Landlord's rights and obligations under this Lease. Landlord, in the event of any emergency, may enter the Premises without notice to Tenant. Landlord's entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises. Tenant will also permit Landlord (or its designees) to erect, install, use, maintain, replace and repair pipes, cables, conduits, plumbing and vents, and telephone, electric and other wires or other items, in, to and through the Premises if Landlord determines that such activities are necessary or appropriate for properly operating and maintaining the Building. Except in the case of emergency as provided above, Landlord agrees that at all times during entry onto the Premises by Landlord and its authorized representatives that they shall be chaperoned by the County Election Administrator or its agents/representatives. In addition, Landlord agrees that upon entry onto the Premises that Landlord or its authorized representatives shall sign visitor logs indicating date/time and reason for entry.

9.2 Control of Property. Landlord reserves all rights respecting the Property and Premises not specifically granted to the Tenant under this Lease, including, without limitation, the right to: (a) change the name of the Building; (b) designate and approve all types of signs, window coverings, internal lighting and other aspects of the Premises and its contents that may be visible from the exterior

of the Premises; (c) grant any party the exclusive right to conduct any business or render any service in the Building, provided such exclusive right to conduct any business or render any service in the Building does not prohibit Tenant from any permitted use for which Tenant is then using the Premises; (d) prohibit Tenant from installing vending or dispensing machines of any kind in or about the Premises other than those Tenant installs in the Premises solely for Tenant's employees; (e) close the Building after Business Hours, except that Tenant and its employees and invitees may access the Premises after Business Hours in accordance with such rules and regulations as Landlord may prescribe from time to time for security purposes; (f) install, operate and maintain security systems that monitor, by closed circuit television or otherwise, all persons entering or leaving the Building; (g) install and maintain pipes, duct, conduits, wires and structural elements in the Premises that serve other parts or other tenants of the Building; and (h) retain and receive master keys or pass keys to the Premises and all doors in the Premises. Notwithstanding the foregoing, or the provision of any security-related services by Landlord, Landlord is not responsible for the security of persons or property on the Property and Landlord is not and will not be liable in any way whatsoever for any breach of security not solely and directly caused by the willful misconduct of Landlord, its agents or employees.

9.3 Lock Box Agent/Rent Collection Agent. Landlord, from time to time, may designate a lock box collection agent or other person to collect Rent. In such event, Tenant's payment of Rent to the lock box collection agent or other person is deemed to have been made (a) as of the date the lock box collection agent or other person receives Tenant's payment (if the payment is not dishonored for any reason); or (b) if Tenant's payment is dishonored for any reason, the date Landlord or Landlord's agent collects the payment. Neither Tenant's payment of any amount of Rent to the lock box collection agent or other person nor Landlord's or Landlord's agent's collection of such amount if the payment is dishonored constitutes Landlord's waiver of any default by Tenant in the performance of Tenant's obligations under this Lease or Landlord's waiver of any of Landlord's rights or remedies under this Lease. If Tenant pays any amount to the lock box collection agent or other person other than the actual amount due Landlord, then Landlord's or Landlord's agent's receipt or collection of such amount does not constitute an accord and satisfaction, Landlord is not prejudiced in collecting the proper amount due Landlord and Landlord may retain the proceeds of any such payment, whether restrictively endorsed or otherwise, and apply the same toward amounts due and payable by Tenant under the Lease.

9.4 Space Planning Substitution. Upon not less than 45 days prior written notice to Tenant, Landlord may relocate Tenant to other space of comparable size (and substantially identical quality improvements) within the Building. Landlord will move or pay for moving Tenant's personal property and equipment to the new space and will reimburse Tenant for reasonable, documented out-of-pocket costs Tenant incurs in connection with the relocation. Prior to or concurrently with the relocation, Landlord will prepare, and the parties will execute, an amendment to this Lease to evidence the relocation and make any necessary changes to the Basic Terms resulting from the relocation. Notwithstanding the terms and conditions found in Section 9.4 Landlord agrees that relocation, if at all, will not occur during the Federal Primary Election (from the commencement of this Lease through June 15, 2024 or during the Federal General Election period, October 8, 2024 through November 15, 2024.

ARTICLE 10 INSURANCE

10.1 Tenant's Insurance Obligations. Tenant, at all times during the Term and during any early

occupancy period, at Tenant's sole cost and expense, will maintain the insurance this Article 10 describes.

10.1.1 Liability Insurance. Pursuant to MCA 2-9-108, Limitation on Governmental Liability for Damages in Tort, Tenant as part of Yellowstone County, a political subdivision of the state of Montana, maintains insurance coverage capped at \$750,000 for each claim and \$1.5 Million for each occurrence. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord and Property Manager as additional insureds by an Additional Insured - Managers or Lessors of Premises' endorsement (or equivalent coverage or endorsement); (c) waiving the insurer's subrogation rights against all Landlord Parties; (d) providing Landlord with at least 30 days prior notice of modification, cancellation, non-renewal or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary non-contributory basis. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a per location basis.

10.1.2 Property Insurance. At Tenant's option, property insurance providing coverage at least as broad as the current ISO Special Form (all-risks) policy in an amount not less than the full insurable replacement cost of all of Tenant's trade fixtures and other personal property within the Premises and including business income insurance covering at least nine months loss of income from Tenant's business in the Premises. If Tenant provides such property insurance under a blanket policy, the insurance must include an agreed amount and no coinsurance provisions.

10.1.3 Other Insurance. Such other insurance as may be required by any Laws from time to time or may reasonably be required by Landlord from time to time. If insurance obligations generally required of tenants in similar space in similar office buildings in the area in which the Premises is located increase or otherwise change, Landlord may likewise increase or otherwise change Tenant's insurance obligations under this Lease.

10.1.4 Miscellaneous Insurance Provisions. Tenant as a Department of Yellowstone County is insured through the Montana Association of Counties (MACO). Tenant will provide evidence of insurance by Certificate and will deliver an ACCORD Form 27 with required additional insured endorsements with release of liability and waiver of subrogation.

10.1.5 Tenant's Waiver and Release of Claims and Subrogation. To the extent not prohibited by the Laws, Tenant, on behalf of Tenant and its insurers, waives, releases and discharges the Landlord Parties from all Claims arising out of personal injury or damage to or destruction of the Premises, Property, or Tenant's trade fixtures, other personal property of business, and any loss of use of business interruption, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), regardless whether any such Claim results from the negligence or fault of any Landlord Party or otherwise, and Tenant will look only to Tenant's insurance coverage (regardless whether Tenant maintains any such coverage) in the event of any such Claim. Tenant's trade fixtures, other personal property and all other property in Tenant's care, custody or control, is located at the Property at Tenant's sole risk. Landlord is not liable for any damage to such property or for any theft, misappropriation or loss

of such property. Tenant is solely responsible for providing such insurance as may be required to protect Tenant, its employees and invitees against any injury, loss, or damage to persons or property occurring in the Premises.

10.1.6 No Limitation. Landlord's establishment of minimum insurance requirements is not representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Lease in any manner.

10.2 Landlord's Insurance Obligations. Landlord will (except for the optional coverages and endorsements Section 10.1 describes) at all times during the Term maintain the insurance this Section 10.2 describes. All premiums and other costs and expenses Landlord incurs in connection with maintaining such insurance are Operating Expense.

10.2.1 Property Insurance. Property insurance on the Building in an amount not less than the full insurable replacement cost of the Building insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Forum policy. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and debris removal costs; business income and rent insurance; earthquake insurance; flood insurance; and other coverages. Landlord may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any property of Tenant within the Premises or otherwise located at the Property.

10.2.2 Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, and property damage occurring at the Property in such amounts as Landlord deems necessary or appropriate. Such liability insurance will protect only Landlord and, at Landlord's option Landlord's lender and some or all of the Landlord Parties, and does not replace or supplement the liability insurance this Lease obligates Tenant to carry.

10.2.3 Landlord's Waiver and Release of Claims and Subrogation. To the extent not expressly prohibited by the Laws, Landlord, on behalf of Landlord and its insurers, waives, releases and discharges Tenant from all claims or demands whatsoever arising out of damage to or destruction of the Property, or loss of use of the Property, occasioned by fire or other casualty, whether any such claim or demand results from the negligence or fault of Tenant, or otherwise, and Landlord will look only to Landlord's insurance coverage (regardless whether Landlord maintains any such coverage) in the event of any such claim. Notwithstanding the foregoing, Tenant will continue paying Rent without any right of abatement, to the extent Landlord does not receive rent interruption insurance proceeds, if Tenant's negligence or fault causes or contributes to any damage to the Premises or the Property. Landlord's policy or policies of property insurance will permit releases of liability and will provide for waiver of subrogation as provided in this Section.

10.3 Tenant's Indemnification of Landlord. In addition to Tenant's other indemnification obligations in this Lease but subject to Landlord's agreements in Section 10.2, Tenant, to the fullest extent allowable under the law, will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all Claims arising from (a) any breach or default by Tenant in the performance of any of Tenant's covenants or

agreements in this Lease, (b) any act, omission, negligence, willful act, or misconduct of Tenant or its agents, employees, invitees, patrons, suppliers, or licensees, (c) any accident, injury, occurrence or damage in, about or to the Premises, and (d) to the extent caused in whole or in part by Tenant or its agents, employees, invitees, patrons, suppliers, or licensees, any accident, injury, occurrence or damage in, about, or to the Property.

10.4 Tenant's Waiver. In addition to the other waivers of Tenant described in this Lease and to the extent not expressly prohibited by the Laws, Landlord and the other Landlord Parties are not liable for, and Tenant waves, any and all Claims against Landlord and the other Landlord Parties for any damage to Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, resulting directly or indirectly from (a) any existing or future condition, defect, matter or thing in the Premises or on the Property, (b) any equipment or appurtenance becoming out of repair, (c) any occurrence, act or omission of any Landlord Party, any other tenant or occupant of the Building or any other person. This section applies especially, but not exclusively, to damage caused by the flooding of basements or other subsurface areas and by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, noise or the busting or leaking of pipes or plumbing fixtures. The waiver this section describes applies regardless of whether any such damages results from an act of God, an act or omission of other tenants or occupants of the Property or an act or omission of any other person.

10.5 Tenant's Failure to Insure. Notwithstanding any contrary language in this Lease and any notice and cure rights this Lease provides Tenant, if Tenant fails to provide Landlord with evidence of insurance as required under Section 10.1, Landlord may assume that Tenant is not maintaining the insurance Section 10.1 requires Tenant to maintain and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waving or releasing Tenant from any obligation contained in the Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord, as a charge to be added to Tenant's Rent, all costs and expenses Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this section does not relieve Tenant from any default under this Lease.

ARTICLE 11 DAMAGE OR DESTRUCTION

11.1 Tenantable Within 180 Days. Except as provided in Section 11.3, if fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it can make the Premises tenantable within 180 days after the date of the casualty, then Landlord will notify Tenant that Landlord will repair and restore the Building and the Premises to as near their condition prior to the casualty as is reasonably possible with the 180 day period (subject to delays caused by Tenant Delays or Force Majeure). Landlord will provide the notice within 30 days after the date of the casualty. In such case, this Lease remains in full force and effect, but, except as provided in Section 11.4, Basic Rent for the period during which the Premises are untenable shall abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with rentable area of the entire Premises).

11.2 Not Tenantable Within 180 Days. If fire or other casualty renders the whole or any material part, of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it cannot make the Premises tenantable within 180 days after the date of the casualty, then Landlord will so notify Tenant within 30 days after the date of the casualty and may, in such notice, terminate this Lease effective on the date of Landlord's notice. If Landlord does not terminate this Lease as provided in this section, Tenant may terminate this Lease by notifying Landlord within 30 days after the date of Landlord's notice, which termination will be effective 30 days after the date of Tenant's notice.

11.3 Building Substantially Damaged. Notwithstanding the terms and conditions of Section 11.1, if the Building is damaged or destroyed by fire or other casualty (regardless whether the Premises is affected) and either (a) fewer than 15 months remain in the Term, or (b) the damage reduces the value of the improvements on the Property by more than 50% (as Landlord reasonably determines value before and after the casualty), then, regardless of whether Landlord determines (in Landlord's reasonable discretion) that it can make the Building tenantable within 180 days after the date of the casualty, Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

11.4 Insufficient Proceeds. Notwithstanding any contrary language in this Article 11, if this Article 11 obligates Landlord to repair damage to the Premises or building caused by fire or other casualty and Landlord does not receive sufficient insurance proceeds (excluding any deficiency caused by the amount of any policy deductible) to repair all of the damage, or if Landlord's lender does not allow Landlord to use sufficient proceeds to repair all of the damage, then Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

11.5 Landlord's Repair Obligations. If this Lease is not terminated under Section 11.2 – 11.6 following a fire or other casualty, then Landlord will repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible with all commercially reasonable diligence and speed (subject to delays caused by Tenant Delay or Force Majeure) and, except as provided in Article 10, Basic Rent for the period during which the Premises are untenable will abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises). In no event is Landlord be obligated to repair or restore any Alterations or Tenant's Improvements that are not covered by Landlord's insurance, any special equipment or improvements installed by Tenant, any personal property, or any other property of Tenant. It is understood that any increases in the Basic Rent for costs incurred by Landlord will be paid in full notwithstanding the abatement or rent.

11.6 Rent Apportionment Upon Termination. If either Landlord or Tenant terminates this Lease under this Article 11, Landlord will apportion Basic Rent on a per diem basis and Tenant will pay the Basic Rent (a) the date of the fire or other casualty if the event renders the Premises completely untenable or (b) if the event does not render the Premises completely untenable, the effective date of such termination (provided that if apportion of the Premises is rendered untenable, but the remaining portion is tenantable, then, except as provided in Article 10, Tenant's obligation to pay Basic Rent abates pro rata (based upon the rentable area of the untenable portion of the Premises divided by the rentable area of the entire Premises) from the date of the casualty and the Tenant will pay the unabated portion of the Rent to the date of such termination).

11.7 Exclusive Casualty Remedy. The provisions of this Article 11 are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by the Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article 11.

ARTICLE 12 EMINENT DOMAIN

12.1 Termination of Lease. If a Condemning Authority desires to affect a Taking of all or any material part of the Property, Landlord will notify Tenant and Landlord and Tenant will reasonably determine whether the Taking will render the Premises unsuitable for Tenant's intended purposes. If Landlord and Tenant conclude that the Taking will render the Premises unsuitable for Tenant's intended purposes, Landlord and Tenant will document such determination and this Lease will terminate as of the date the Condemning Authority takes possession of the portion of the Property taken. Tenant will pay Rent to the date of Termination. It is understood that any increases in the Basic Rent for costs incurred by Landlord will be paid in full notwithstanding the abatement or rent. If a Condemning Authority takes all or any material part of the Building or if a Taking reduces the value of the Property by 50% or more (as reasonably determined by Landlord), regardless whether the Premises is affected, then, Landlord, at Landlord's option, by notifying Tenant prior to the date the Condemning Authority takes possession of the portion of the Property taken, may terminated this Lease effective on the date the Condemning Authority takes possession of the portion of the Property taken.

12.2 Landlord's Repair Obligations. If this Lease does not terminate with respect to the entire Premises under Section 12.1 and the taking includes a portion of the Premises, this Lease automatically terminates as to the portion of the Premises taken as of the date the Condemning Authority takes possession of the portion taken and Landlord will, at its sole cost and expense, restore the remaining portion of the Premises to a complete architectural unity with all commercially reasonable diligence and speed and will reduce the Basic Rent for the period after the date the Condemning Authority takes possession of the portion of the Premises taken to a sum equal to the product of the Basic Rent provided for in this Lease Multiplied by a fraction, the numerator of which is the rentable area of the Premises after the Taking and after Landlord restores the Premises to a complete architectural unit, and the denominator of which is the rentable area of the Premises prior to the Taking. Tenant's obligation to pay Basic Rent will abate on a proportionate basis with respect to that portion of the Premises remaining after the Taking that Tenant is unable to use during Landlord's restoration for the period of time that Tenant is unable to use such portion of the Premises.

12.3 Tenant's Participation. Landlord is entitled to receive and keep all damages, awards or payments resulting from or paid on account of a Taking. Accordingly, Tenant waives and assigns to Landlord any interest of Tenant in any such damages, awards, or payments. Tenant may prove in any condemnation proceedings and may receive any separate award for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses; provided however, that Tenant has no right to receive any award for its interest in this Lease or for loss of leasehold.

12.3 Exclusive Taking Remedy. The provisions of this Article 12 are Tenant's sole and exclusive rights and remedies in the event of a Taking. To the extent permitted by the Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights or any right to receive any payment or award (by virtue of a Taking) not specifically described in this Article 12.

ARTICLE 13 TRANSFERS

13.1 Restriction on Transfer.

13.1.1 General Prohibition. Except as set forth in Section 13.1, Tenant will not cause or suffer a transfer without obtaining Landlord's prior written consent. Landlord may grant or withhold consent in Landlord's sole and absolute discretion. Landlord may also, at Landlord's option by notifying Tenant, recapture any portion of the Premises that would be affected by such Transfer. Tenant's request for consent to a Transfer must describe in detail the parties, terms and portion of the Premises affected. Landlord will notify Tenant of Landlord's election to consent, withhold consent and/or recapture within 30 days after receiving Tenant's written request for consent to the Transfer. If Landlord consents to the Transfer, Landlord may impose on Tenant or the transferee such conditions as Landlord, in its sole discretion, deems appropriate. Tenant will, in connection with requesting Landlord's consent, provide Landlord with a copy of any and all documents and information regarding the proposed Transfer and the proposed transferee as Landlord reasonably requests. No Transfer, including, without limitation, a Transfer under Section 13.1, releases Tenant from any liability or Obligation under this Lease and Tenant remains liable to Landlord after such a Transfer as a principal and not as a surety. If Landlord consents to any Transfer, Tenant will pay to Landlord, as a sum to be added to the Basic Rent 50% of any amount Tenant receives on account of the Transfer in excess of the amount this Lease otherwise requires Tenant to pay. In no event may Tenant cause or suffer a Transfer to another tenant of the Building. Any attempted Transfer in violation of this Lease is null and void and constitutes a breach of this Lease.

13.1.2 Transfers to Affiliates. Tenant, without Landlord's consent (provided that Tenant is not in default in the performance of its obligations under this Lease), may cause a Transfer to an Affiliate if Tenant (a) notifies Landlord at least 30 days prior to such Transfer; (b) delivers to Landlord, at the time of Tenant's notice, current financial statements of Tenant and the proposed transferee that are reasonably acceptable to Landlord; and (c) the transferee assumes and agrees in a writing reasonably acceptable to Landlord to perform Tenant's obligations under this Lease and to observe all terms and conditions of this Lease. Landlord's right described in Section 13.1.1 to share in any profit Tenant receives from a Transfer permitted under this Section 13.1.2 and Landlord's recapture right under Section 13.1.1 does not apply to any Transfer this Section 13.1.2 permits.

13.1.3 Costs. Tenant will pay to Landlord, an amount to be added to the Basic Rent which consists of all costs and expenses Landlord incurs in connection with any Transfer, including, without limitation, reasonable attorneys' fees and costs, regardless of whether Landlord consents to the Transfer.

ARTICLE 14 DEFAULTS; REMEDIES

14.1 Events of Default. The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Lease:

14.1.1 Failure to Pay Rent. Tenant fails to pay Basic Rent, or any other amounts which are authorized to be added to the Basic Rent by this Lease.

14.1.2 Failure to Perform. Tenant breaches or fails to perform any of Tenant's nonmonetary obligations under this Lease and the breach or failure continues for a period of 30 days after Landlord notifies Tenant of Tenant's breach or failure; provided that if Tenant cannot reasonably cure its breach or failure within a 30 day period Tenant's breach or failure is not an event of Default, if Tenant commences to cure its breach or failure within the 30 day period and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed 60 days after the expiration of the 30 day period. Notwithstanding any contrary language contained in this Section 14.1.2, Tenant is not entitled to any notice or cure period before an incurable breach of this Lease (or failure) becomes and Event of Default.

14.1.3 Misrepresentation. The existence of any material misrepresentation or omission in any financial statements, correspondence or other information provided to Landlord by or on behalf of Tenant or any Guarantor in connection with (a) Tenant's negotiation or execution of this Lease; (b) Landlord's evaluation of Tenant as a prospective Tenant at the Property; (c) any proposed or attempted Transfer; or (d) any consent or approval Tenant requests under this Lease.

14.1.4 Guaranty Default. Guarantor's default (beyond any applicable notice and grace periods) under any guaranty now or after the effective Date securing all or any part of Tenant's obligations under this Lease.

14.1.5 Other Defaults. (a) Tenant makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Tenant; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Tenant and is not dismissed within 60 days; (d) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within 30 days; or (e) substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure not discharge within 30 days. If a court of competent jurisdiction determines that any act described in this section does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Tenant remains a debtor in possession of the Premises) and such trustee or Tenant Transfers Tenant's interest hereunder, then Landlord is entitled to receive an amount to be added to the Basic Rent equivalent to any Rent or other consideration paid in connection with the Transfer in excess of the Basic Rent otherwise payable by Tenant under this Lease.

14.1.6 Notice Requirements. The Notices required by this Article are intended to satisfy any and all notice requirement imposed by the Laws and are not in addition to any such requirements.

14.2 Remedies. Upon the Occurrence of any Event of Default, Landlord, at any time and from time to time, and without preventing Landlord from exercising any other right or remedy, may exercise any one or more of the following remedies:

14.2.1 Termination of Tenant's Possession; Re-entry and Reletting Rights. Terminate

Tenant's right to possess the Premises by any lawful means with or without terminating this Lease, in which event Tenant will immediately surrender possession of the Premises to Landlord. Unless Landlord specifically states that it is terminating this Lease, Landlord's termination of Tenant's right to possess the Premises is not to be construed as an election by Landlord to terminate this Lease or Tenant's obligations and liabilities under this Lease. In such event, this Lease continues in full force and effect (except for Tenant's right to possess the Premises) and Tenant continues to be obligated for any must pay all Rent as and when due under this Lease. If Landlord Terminates Tenant's right to possess the Premises, Landlord is not obligated to but may re-enter the Premises and remove all persons and property from the Premises. Landlord may store any property Landlord removes from the Premises in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such re-entry, Landlord is not obligated to but may relet all or any part of the Premises to a third party or parties for Tenant's account. Tenant is immediately liable to Landlord for all re-entry costs and must pay Landlord the same within five (5) days after Landlord's notice to Tenant. Landlord may relet the Premises for a period shorter or longer than the remaining Term. If Landlord relets all or any part of the Premises, Tenant will continue to pay Rent when due under this Lease and Landlord will refund to Tenant the Net Rent Landlord actually receives from the reletting up to a maximum amount equal to the Rent Tenant paid that came due after Landlord's reletting. If the Net Rent Landlord actually receives from reletting exceeds such Rent, Landlord will apply the excess sum to future Rent due under this Lease. Landlord may retain any surplus Net Rent remaining at the expiration of the Term.

14.2.2 Termination of Lease. Terminate this Lease effective on the date Landlord specifies in its termination notice to Tenant. Upon termination, Tenant will immediately surrender possession of the Premises to Landlord. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant will pay to Landlord on demand all damages Landlord incurs by reason of Tenant's default, including, without limitation, (a) all Rent due and payable under this Lease as of the effective date of the termination; (b) any amount necessary to compensate Landlord for any detriment proximately caused Landlord by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would likely result from Tenant's failure to perform, including, but not limited to, any Re-entry Costs, (c) an amount equal to the difference between the present worth, as of the effective date of the termination, of the Basic Rent for the balance of the Term remaining after the effective date of the termination, (assuming no termination) and the present worth, as of the effective date of the termination, of a fair market Rent for the Premises for the same period (as Landlord reasonably determines the fair market Rent) and (d) Tenant's Share of any other sums to be added to the Basic Rent. For purposes of this section, Landlord will compute present worth by utilizing a discount rate of 8% per annum. Nothing in this section limits or prejudices Landlord's right to prove and obtain damages in an amount equal to the maximum amount allowed by the Laws, regardless of whether such damages are greater than the amounts set forth in this section.

14.2.3 Present Worth of Rent. Recover from Tenant, and Tenant will pay to Landlord on demand, an amount equal to the then present worth, as of the effective date of termination, of the aggregate of the Rent and any other charges payable by Tenant under this Lease for the unexpired portion of the Term. Landlord will employ a discount rate of 8% per annum to compute present worth.

14.2.4 Self Help. Perform the obligation on Tenant's behalf without waiving Landlord's rights under this Lease, at law or in equity and without releasing Tenant from any obligation under this Lease, Tenant will pay to Landlord, as a sum to be added to the Basic Rent, all sums Landlord pays and obligations Landlord incurs on Tenant's behalf under this section.

14.2.5 Other Remedies. Any other right or remedy available to Landlord under this Lease, at law or in equity.

14.3 Costs. Tenant will reimburse and compensate Landlord on demand and as an sum to be added to Basic Rent for any actual loss Landlord incurs in connection with, resulting from or related to any breach or default of Tenant under this Lease, regardless whether the breach or default constitutes an Event of Default, and regardless whether suit is commenced or judgment is entered, Such loss includes all reasonable legal fees, costs and expenses (including paralegal fees and other professional fees and expenses) Landlord incurs investigating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting Landlord's interests under this Lease. Tenant will also indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against all Claims Landlord or any of the other Landlord Parties incurs if Landlord or any of the other Landlord Parties becomes or is made a party to any claim or action (a) instituted by Tenant or by or against any person holding any interest in the Premises by, under or through Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; or (c) otherwise arising out of or resulting from any act or omission of Tenant or such other person. In addition to the foregoing, Landlord is entitled to reimbursement of all of Landlord's fees, expenses and damages, including, but not limited to, reasonable attorneys' fees and paralegal and other professional fees and expenses, Landlord incurs in connection with protecting its interests in any bankruptcy or insolvency proceeding involving Tenant, including, without limitation, any proceeding under any Chapter of the Bankruptcy Code' by exercising and advocating rights under Section 365 of the Bankruptcy Code by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Lease in bankruptcy.

14.4 Waiver and Release by Tenant. Tenant waives and releases all Claims Tenant may have resulting from Landlord's re-entry and taking possession of the Premises by any lawful means and removing and storing Tenant's property as permitted under this Lease, regardless whether this Lease is terminated, and, to the fullest extent allowable under the Laws, Tenant will release, indemnify, defend (with counsel reasonably acceptable to Landlord), protecting and hold harmless the Landlord Parties from and against any and all Claims occasioned thereby. No such reentry is to be considered or construed as a forcible entry by Landlord.

14.5 Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have 30 days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within a 30-day period, Landlord will have an additional reasonable period of time to cure the default as long as Landlord commences the cure within the 30 day period and thereafter diligently pursues the cure. In no event is Landlord liable to Tenant or any other person for consequential, special or punitive damages, including without limitation, lost profits.

14.6 No Waiver. Except as specifically set forth in this Lease, no failure by Landlord or Tenant to insist upon the other party's performance of any of the terms of this Lease or to exercise any right or

remedy upon a breach thereof, constitutes a waiver of any such breach or of any breach or default by the other party in its performance of its obligations under this Lease. No acceptance by Landlord of full or partial Rent from Tenant or any other party during the continuance of any breach or default by Tenant of Tenant's performance of its obligations under this Lease constitutes Landlord's waiver of any such breach or default. Except as specifically set forth in this Lease, none of the terms of this Lease to be kept, observed or performed by a party to this Lease, and no breach thereof, are waived, altered or modified except by a written instrument executed by the other party. One or more waivers by a party to this Lease is not to be construed as a waiver of a subsequent breach of the same covenant, term, or condition. No statement on a payment check from a party to this Lease or in a letter accompanying a payment check is binding on the other party. The party receiving the check, with or without notice to the other party, may negotiate such check without being bound to the conditions of any such statement.

ARTICLE 15

CREDITORS; ESTOPPEL CERTIFICATES

15.1 Subordination. This Lease, all rights of Tenant in this Lease, and all interest or estate of Tenant in the Property, is subject and subordinate to the lien of any Mortgage. Tenant, on Landlord's demand will execute and deliver to Landlord or to any other person Landlord designates any instruments, releases or other documents reasonably required to confirm the self-effectuating subordination of this Leases as provided in this section to the lien of any Mortgage. The subordination to any future Mortgage provided for in this section is expressly conditioned upon the Mortgagee's agreement that as long as Tenant is not in default in the payment of Rent or the performance and observance of any covenant, condition, provision, term, or agreement to be performed and observed by Tenant under this Lease, beyond any applicable grace or cure period this Lease provides Tenant, the holder of the Mortgage will not disturb Tenant's rights under this Lease. The lien of any existing or future Mortgage will not cover Tenant's moveable trade fixtures or other personal property of Tenant located in or on the Premises.

15.2 Attornment. If any ground lessor, holder of any Mortgage at a foreclosure sale or any other transferee acquires Landlord's interest in this Lease, the Premises or the Property, Tenant will attorn to the transferee of or successor to Landlord's interest in this Lease, the Premises or the Property (as the case may be) and recognize such transferee or successor as landlord under this Lease. Tenant waives the protection of any statute or rule of law that gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

15.3 Mortgagee Protection Clause. Tenant will give the holder of any Mortgage, by registered mail, a copy of any notice of default Tenant serves on Landlord, provided that Landlord or the holder of the Mortgage previously notified Tenant (by way of notice of assignment of rents and leases or otherwise) of the address of such holder. Tenant further agrees that if Landlord fails to cure such default within the time provided for in this Lease, then Tenant will provide written notice of such failure to such holder and such holder will have an additional 15 days within which to cure the default. If the default cannot be cured with the additional 15-day period, then the holder will have such additional time as may be necessary to effect the cure if, within the 15-day period, the holder has commenced and is diligently pursuing the cure (including without limitation commencing foreclosure proceedings if necessary to effect the cure).

15.4 Estoppel Certificate.

15.4.1 Contents. Upon Landlord's written request, Tenant will execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Lease (and all guaranties, if any) is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant, and , if so, specifying the same; (e) specifying any existing claims or defenses in favor of Tenant against the enforcement of this Lease (or of any guaranties); and (f) such other factual statements as Landlord, any lender, prospective lender, investor or purchaser may request. Tenant will deliver the statement to Landlord within 10 Business Days after Landlord's request. Landlord may give any such statement by tenant to any lender, prospective lender, investor or purchaser of all or any part of the Property and any such party may conclusively rely upon such statement as true and correct.

15.4.2 Failure to Deliver. If Tenant does not timely deliver the statement referenced in section 15.4.1 to Landlord, (a) Landlord may execute and deliver the statement to any third party on behalf of Tenant and (b) such failure constitutes an Event of Default under this Lease. Further, if Tenant so fails to timely deliver the statement, Landlord and any lender, prospective Lender, investor, or purchaser may conclusively presume and rely, except as otherwise represented by Landlord, (i) that the terms and provisions of this Lease have not been changed; (ii) that this Lease has not be canceled or terminated; (iii) that not more than one month's Rent has been paid in advance; and (iv) that Landlord is not in default in the performance of any of its obligations under this Lease. In such event, Tenant is estopped from denying the truth of such facts.

ARTICLE 16 TERMINATION OF LEASE

16.1 Surrender of Premises. Tenant will surrender the Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition and repair, reasonable wear and tear, permitted Alterations, and damage by casualty or condemnation excepted, and will surrender all keys to the Premises to Property Manager or to Landlord at the place then fixed for Tenant's payment of Basic Rent or as Landlord or Property Manager may otherwise direct. Tenant will also inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises or on the Property. Tenant will at such time remove all of its property from the Premises and, if Landlord so requests, all specified Alterations and improvements Tenant placed on the Premises. Tenant will promptly repair any damage to the Premises caused by such removal. If Tenant does not surrender the Premises in accordance with this section, Tenant will release, indemnify, defend (with counsel reasonably acceptable to Landlord) protect and hold harmless Landlord from and against any Claim resulting from Tenant's delay in so surrendering the Premises, including, without limitation, any Claim made by any succeeding occupant founded on such delay. All property of Tenant not removed on or before the last day of the Term is deemed abandoned. Tenant appoints Landlord as Tenant's agent to remove, at Tenant's sole cost and expense, all of

Tenant's property from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant, and Landlord will not be liable for damage, theft, misappropriation, or loss thereto or in any manner in respect thereto,

16.2 Holding Over. If Tenant possesses the Premises after the Term expires or is otherwise terminated without executing a new lease but with Landlord's written consent, Tenant is deemed to be occupying the Premises as a tenant from month-to-month, subject to all provisions, conditions, and obligations of this Lease applicable to a month-to-month, however (a) Basic Rent will be increased to 125% of the most recent Basic Rent, and (b) either Landlord or Tenant may terminate the month-to-month tenancy at any time upon 30 days prior written notice to the other party. If Tenant possesses the Premises after the Term expires or is otherwise terminated without executing a new lease and without Landlord's written consent, Tenant is deemed to be occupying the Premises without claim of right (but subject to all terms and conditions of this Lease) and, in addition to Tenant's liability for failing to surrender possession of the Premises as provided for in Section 15.6, Tenant will pay Landlord a charge for each day of occupancy after expiration of the Term in an amount equal to double Tenant's then-existing Rent (on a daily basis).

ARTICLE 17 ADDITIONAL PROVISIONS

17.1 Initial Improvements. Space as is.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 Notices. All Notices must be in writing and must be sent by personal delivery, United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified in the Basic Terms or at such other place as either party may designate to the other party by written notice given in accordance with this section. Notices given by mail are deemed delivered within three (3) Business Days after the party sending the Notice deposits the Notice with the United States Post Office. Notices delivered by courier are deemed delivered on the next Business Day after the day the party delivering the Notice timely deposits the Notice with the courier for overnight (next day) Delivery.

18.2 Transfer of Landlord's Interest. If Landlord Transfers any interest in the Premises for any reason other than collateral security purposes, the transferor is automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the Transfer, provided that the transferor will deliver to the transferee any funds the transferor holds in which Tenant has an interest (such as a security deposit). Landlord's covenants and obligations in this Lease bind each successive Landlord only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, the transferor remains entitled to the benefits of Tenant's indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during the transferor's period of ownership.

18.3 Successor. The covenants and agreements contained in this Lease bind and inure to the benefit

of Landlord, its successors, and assigns, bind Tenant and its successors and assigns and inure to the benefit of Tenant and its permitted successors and assigns.

18.4 Captions and Interpretation. The captions of the articles and sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular.

18.5 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant other than that of landlord and tenant.

18.6 Entire Agreement; Amendment. The Basic Terms and all exhibits, addenda and schedules attached to this Lease are incorporated into this Lease as though fully set forth in this Lease and together with this Lease contain the entire agreement between the parties with respect to the improvement and leasing of the Premises. All preliminary and contemporaneous negotiations, including without limitation, any letters of intent or other proposals and any drafts and related correspondence, are superseded by this Lease. No subsequent alteration, amendment, change, or addition to this Lease (other than to the Building Rules) is binding on Landlord or Tenant unless it is in writing and signed by the party to be charged with performance.

18.7 Severability. If any covenant, condition, provision, term, or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Lease, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

18.8 Landlord's Limited Liability. Tenant will look solely to Landlord's interest in the Property for recovering any judgment or collecting any obligation from Landlord or any other Landlord Party. Tenant agrees that neither Landlord nor any other Landlord Party will be personally liable for any judgment or deficiency decree.

18.9 Survival. All of Tenant's obligations under this Lease (together with interest on payment obligations at the Maximum Rate) accruing prior to expiration or other termination of this Lease survive the expiration or other termination of this Lease. Further, all of Tenant's release, indemnification, defense, and hold harmless obligations under this Lease survive the expiration or other termination of this Lease, without limitations.

18.10 Attorneys' Fees. If either Landlord or Tenant commences any litigation or judicial action to determine or enforce any of the provisions of this Lease, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including, but not limited to, reasonable attorneys' and paralegal fees, costs and expenditures) from the non-prevailing party.

18.11 Brokers. Landlord and Tenant each represents and warrants to the other that it has not had any dealings with any realtors, brokers, finders or agents in connection with this Lease (except as may be specifically set forth in the Basic Terms) and agrees to release, indemnify, defend, and hold the other harmless from and against any Claim based on the failure or alleged failure to pay any realtors, brokers, finders, or agents (other than any brokers specified in the Basic Terms) and from any costs, expense,

or liability for any compensation, commission, or changes claimed by any realtors, brokers, finders or agents (other than any brokers specified in the Basic Terms) claiming by, through or on behalf of it with respect to this Lease or negotiation of this Lease. Landlord will pay any brokers named in the Basic Terms in accordance with the applicable listing agreement for the Property.

18.12 Governing Law. This Lease is governed by, and must be interpreted under, the internal laws of the State of Montana. Any suit arising from or relating to this Lease must be brought in the County Yellowstone; Landlord and Tenant waive the right to bring suit elsewhere.

18.13 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

18.14 Joint and Several. All parties signing this Lease as Tenant and any Guarantor(s) of this Lease are jointly and severally liable for performing all of Tenant's obligations under this Lease.

18.15 Tenant's Waiver. Any claim Tenant may have against Landlord for default in performance of any of Landlord's obligations under this Lease is deemed waived unless Tenant notifies Landlord of the default within 30 days after Tenant knew or should have known of the default.

18.16 Tenant's Organization Documents; Authority. If Tenant is an entity, Tenant, within 10 days after Landlord's written request, will deliver to Landlord (a) Certificate(s) of Good Standing from the state of formation of Tenant and, if different, the State, confirming that Tenant is in good standing under the laws governing formation and qualification to transact business in such state(s); and (b) a copy of Tenant's organizational documents and any amendments or modifications thereof, certified as true and correct by an appropriate official of Tenant. Tenant and each individual signing this Lease on behalf of Tenant represents and warrants that they are duly authorized to sign on behalf of and to bind Tenant and that this Lease is duly authorized obligation of Tenant.

18.17 Provisions are Covenants and Conditions. All provisions of this Lease, whether covenants or conditions, are deemed both covenants and conditions.

18.18 Force Majeure. If Landlord is delayed or prevented from performing any act required in this Lease (excluding, however, the payment of money) by reason of Tenant Delay or Force Majeure, Landlord's performance of such act is excused for the longer of the period of the delay or the period of delay caused by such Tenant Delay or Force Majeure and the period of the performance of any such act will be extended for a period equivalent to such longer period.

18.19 Management. Property Manager is authorized to manage the Property. Landlord appointed Property Manager to act as Landlord's agent for leasing, managing, and operating the Property. The Property Manager then serving is authorized to accept service of process and to receive and give notices and demands on Landlord's behalf.

18.20 Quiet Enjoyment. Landlord covenants that Tenant will quietly hold, occupy, and enjoy the Premises during the Term, subject to the terms and conditions of this Lease, free from molestation or hindrance by Landlord or any person claiming by, through or under Landlord, if Tenant pays all Rent as and when due and keeps, observes, and fully satisfies all other covenants, obligations, and agreements of Tenant under this Lease.

18.21 No Recording. Tenant will not record this Lease or a Memorandum of this Lease without Landlord's prior written consent, which consent Landlord may grant or withhold in its sole and absolute discretion.

18.22 Nondisclosure of Lease Terms. Contracting with a public entity mandates that all agreements are public records under applicable Montana law.

18.23 Construction of Lease and Terms. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which are sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft of the same. Landlord's submission of this instrument to Tenant for examination or signature by Tenant does not constitute a reservation of or an option to lease and is not effective as a lease or otherwise until landlord and Tenant both execute and deliver this Lease. The parties agree that, regardless of which party provided the initial form of this Lease, drafted or modified one or more provisions of this Lease, or compiled, printed, or copied this Lease, this Lease is to be construed solely as an offer from Tenant to lease the Premises, executed by Tenant and provided to Landlord for acceptance on the terms set forth in this Lease, which acceptance and the existence of a binding agreement between Tenant and Landlord may then be evidenced only by Landlord's execution of this Lease.

[Signature page on next page]

Landlord and Tenant each caused this Lease to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

LANDLORD:

Dated: _____

WCF I, LLC

By: _____

Name: Aaron Sparboe

Title: Managing Member

TENANT:

Dated: _____

The County of Yellowstone

By: _____

Name: _____

Title: _____

EXHIBIT "A"
DEFINITIONS

"Affiliate" means any person, corporation or other entity that, directly or indirectly, controls, is controlled by or is under common control with Tenant. For purposes of this definition, "control" means possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting interest of the entity.

"Alteration" means any change, alteration, addition or improvement to the Premises or Property.

"Bankruptcy Code" means the United States Bankruptcy Code as the same now exists and as the same may be amended, including any and all rules and regulations issued pursuant to or in connection with the United States Bankruptcy Code now in force or in effect after the Effective Date.

"Basic Rent" means the basic rent amount specified in the Basic Terms.

"Basic Terms" means the terms of this Lease identified as the "Basic Terms" before Article 1 of the Lease

"BOMA Standards" means the "Standard Method for Measuring Floor Area in Office Buildings" approved June 7, 1996 by the American National Standards Institute, Inc. and the Building Owners and Managers Association International (ANSI/BOMA Z65.1-1996).

"Building" means that certain office building now existing on the Land.

"Building Rules" means those certain rules attached to this Lease as **EXHIBIT "E"**, as Landlord may amend the same from time to time.

"Business Days" means any day other than Saturday, Sunday, or a legal holiday in the State.

"Business Hours" means Monday through Friday from 7:00 a.m. To 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m., excluding holidays.

"City" means Billings.

"Claims" means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses, or expenses, including, without limitation, reasonable attorneys' and paralegal fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under the Lease.

"Commencement Date" means the earlier of (a) the date of Substantial Completion of Tenant's Improvements; (b) the date Tenant commences business operations in the Premises; or (c) the date Substantial Completion of Tenant's Improvements would have occurred but for the Tenant Delay.

"Commencement Date Memorandum" Means the form of memorandum attached to the

Lease as **EXHIBIT "D"**.

"Common Area" Means the lobby areas, and other areas of the Property Landlord may designate from time to time as common area available to all Tenants.

"Condemning Authority" means any person or entity with a statutory or other power of eminent domain.

"County" means Yellowstone.

"Delivery Date" means the target date for Landlord's delivery of the Premises to Tenant, which is the delivery date specified in the Basic Terms.

"Effective Date" means the date Landlord executes this Lease, as indicated on the signature page.

"Event of Default" means the occurrence of any of the events specified in Section 14.1 of the Lease.

"Final Plans" means the final working drawings and specifications Landlord prepares for the Tenant's Improvements after receiving Tenant's space plan for the Tenant's Improvements.

"Floor Plan" Means the Floor Plan attached to the Lease as **EXHIBIT "C."**

"Force Majeure" means acts of God: strikes; lockouts; labor troubles; inability to procure materials; governmental laws or regulations; casualty, orders or directives of any legislative, administrative, or judicial body or any governmental department; inability to obtain any governmental licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions or authorities); and other similar or dissimilar causes beyond Landlord's reasonable control.

"Guarantor" means any person or entity at any time providing a guaranty of all or any part of Tenant's obligations under this Lease.

"Hazardous Materials" means any of the following, in any amount: (a) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (b) any radioactive substance; (c) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (d) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," or words of similar import in any federal, state, or local statute, law, ordinance, or regulation now existing or existing on or after the Effective Date as the same may be interpreted by government offices and agencies.

"Hazardous Materials Laws" means any federal, state, or local statutes, laws, ordinances, or regulations now existing or existing after the Effective Date that control, classify, regulate, list or define Hazardous Materials.

"Improvement Allowance" means the amount (per rentable square foot of the Premises) specified in the Basic Terms for the cost of designing and installing Tenant's Improvements.

"Improvements" means, collectively, the Landlord's Improvements and the Tenant's improvements.

"Land" means that certain parcel of land legally described on the attached **EXHIBIT "B."**

"Landlord" means only the owner or owners of the Property at the time in question.

"Landlord Parties" means Landlord and Property Manager and their respective officers, managers, directors, partners, shareholders, members, and employees.

"Landlord's Improvements" means the base building improvements to the Premises described on the attaches **EXHIBIT "F."**

"Laws" means any law, regulation, rule, order, statute, or ordinance of any governmental or private entity in effect on or after the Effective Date and applicable to the Property or the use or occupancy of the Property, including, without limitation, Hazardous Materials Laws, Building Rules, and Permitted Encumbrances.

"Lease" be amended or modified after the Effective Date.

"Lease Year" means each consecutive 12-month period during the Term, commencing on the Commencement Date, except that if the Commencement Date is not the first day of a calendar month, then the first Lease year is a period beginning on the Commencement Date and ending on the last day of the calendar month in which the Commencement Date occurs plus the following 12 consecutive calendar months.

"Maximum Rate" means interest at a rate equal to the lesser of (a) 18% per annum or (b) the maximum interest rate permitted by law.

"Mortgage" means any mortgage, deed of trust, security interest or other security document of like nature that at any time may encumber all or any part of the Property and any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and each advance (including future advances) made under any such instrument.

"Net Rent" means all rental Landlord actually receives from any reletting of all or any part of the Premises, less any indebtedness from Tenant to Landlord other than Rent (which indebtedness is paid first to Landlord) and less the Re-entry Costs (which costs are paid second to Landlord).

"Notices" means all notices, demands, or requests that may be or are required to be given, demanded or requested by either party to the other as provided in the Lease.

"Permitted Encumbrances" means all Mortgages, liens, easements, declarations, encumbrances, covenants, conditions, reservations, restrictions, and other matters now or after

the Effective Date affecting title to the Property.

"Premises" means that certain space situated in the Building shown and designated on the Floor Plan and described in the Basic Terms.

"Property" means, collectively, the Land, Building and all other improvements on the Land.

"Property Manager" means the property manager specified in the Basic Terms or any other agent Landlord may appoint from time to time to manage the Property.

"Property Taxes" means any general real property tax, improvement tax, assessment, special assessment, reassessment, commercial rental tax, tax, in lieu tax, levy, charge, penalty or similar imposition imposed by any authority having the direct or indirect power to tax, including but not limited to, (a) any city, county, state or federal entity, (b) any school, agricultural, lighting, drainage, or other improvement or special assessment district, (c) any governmental agency, or (d) any private entity having the authority to assess the Property under any of the Permitted Encumbrances. The term "Property Taxes" includes all charges or burdens of every kind and nature Landlord incurs in connection with using, occupying, owning, operating, leasing or possessing the Property, without particularizing by any known name and whether any of the foregoing are general, special, ordinary, extraordinary, foreseen or unforeseen; any tax or charge for fire protection, street lighting, streets, sidewalks, road maintenance, refuse, sewer, water or other services provided to the Property. The term "Property Taxes" does not include Landlord's state or federal income, franchise, estate, or inheritances taxes. If Landlord is entitled to pay, and elects to pay, any of the above listed assessments or charges in installments over a period of two or more calendar years, then only such installments of the assessments or charges (including interest thereon) as are actually paid in a calendar year will be included within the term "Property Taxes" for such calendar year.

"Re-entry Costs" means all costs and expenses Landlord incurs re-entering or reletting all or any part of the Premises, including, without limitation, all costs and expenses Landlord incurs (a) maintaining or preserving the Premises after an Event of Default; (b) recovering possession of the Premises, removing persons and property from the Premises (including, without limitation, court cost and reasonable attorneys' fees) and sorting such property; (c) reletting, renovating or altering the Premises; and (d) real estate commissions, advertising expenses and similar expenses paid or payable in connection with reletting all or any part of the Premises. "Re-entry Costs" also includes the value of free rent and other concessions Landlord gives in connection with re-entering or reletting all or any part of the Premises.

"Rent" means, collectively, Basic Rent.

"Rent Commencement Date" means the date set forth in the Commencement Date Memorandum.

"Security Deposit" means the security deposit to be provide to Landlord in the amount as set forth in the Basic Terms.

"State" means the State of Montana.

"Structural Alterations" means any Alterations involving the structural, mechanical, electrical, plumbing, fire/life safety or heating, ventilating and air conditioning systems of the Building.

"Substantial Completion" means (a) the date that the City or other appropriate authority issues a conditional or unconditional Certificate of Occupancy or similar document for the Premises or (b) if the City or other appropriate authority does not require that a Certificate of Occupancy or similar document be issued for Tenant's occupancy of the Premises, the date that Tenant is reasonably able to occupy and use the Premises for its intended purposes.

"Taking" means the exercise by a Condemning Authority of its power of eminent domain on all or any part of the Property, either by accepting a deed in lieu of condemnation or by any other manner.

"Tenant" means the tenant identified in the Lease and such Tenant's permitted successors and assigns. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" includes the tenant identified in the Lease and such Tenant's agents, employees, contractor, invitees, successors, assigns and others using the Premises or on the Property with Tenant's expressed or implied permission.

"Tenant Delay(s)" means any delays caused or contributed to by Tenant, including, without limitation, with respect to Tenant's improvements, Tenant's failure to submit a space plan for Tenant's improvements, Tenant's failure to timely approve the final Plans and any delays caused by any revisions Tenant proposes to the Final Plans. Tenant Delay excuses Landlord's performance of any obligation related thereto for a period equal to (a) the duration of the act, occurrence or omission which constitutes the Tenant Delay, or (b) if longer, the period of delay actually caused by such Tenant Delay.

"Tenant's Improvements" means all initial improvements to the Premises (other than Landlord's Improvements) to be designed and installed by Landlord and paid for by Tenant, subject to the Improvement Allowance.

"Tenant's Share of Excess Expenses" means the product obtained by multiplying the amount of Excess Expenses for the period in question by the Tenant's Share of Excess Expenses Percentage.

"Term" means the initial term of this Lease specified in the Basic Terms and, if applicable, any renewal term then in effect.

"Transfer" means an assignment, mortgage, pledge, transfer, sublease or other encumbrance or conveyance (voluntarily, by operation of law or otherwise) of this Lease or the Premises or any interest in this Lease or the Premises. The term "Transfer" also includes any assignment, mortgage, pledge, transfer, or other encumbering or disposal (voluntarily, by operation of law or otherwise) of any ownership interest in Tenant or any Guarantor that results or could result in a change of control of Tenant or any Guarantor.

EXHIBIT "B"
LEGAL DESCRIPTION OF LAND

Full Legal: BILLINGS ORIGINAL TOWNSITE, S03, T1S, R26E, BLOCK 91, Lot 13 - 18

EXHIBIT "C"
FLOORPLAN

(TO BE ATTACHED)

EXHIBIT "D"
COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM is made and entered into as of _____, 2024 by and between WFC I, LLC ("Landlord") and The County of Yellowstone ("Tenant").

RECITALS:

1. Landlord and Tenant are party to a certain Multi-Tenant Office Lease Agreement dated as of _____ ("Lease"), relating to certain premises (Premises") located in the building commonly known as the Well Fargo Center, located at Billings, Montana ("Building").
2. Landlord and Tenant desire to confirm the Commencement Date and Rent Commencement Date (as such terms are defined in the Lease) and the date the (initial) Term of the Lease expires (and the notice dates(s) and expiration date(s) of any renewal Term(s) provided to Tenant under the Lease).

ACKNOWLEDGMENTS:

Pursuant to Section 1.2.3 of the Lease and in consideration of the facts set forth in the Recitals, Landlord and Tenant acknowledge and agree as follows:

1. All capitalized terms not otherwise defined in this Memorandum have the meanings ascribed to them in the Lease.
2. The Commencement Date under the Lease is ____ _
3. The Rent Commencement Date under the Lease is _____
4. The initial term of the Lease expires on _____, unless the Lease is sooner terminated in accordance with the terms and conditions of the Lease.

Landlord and Tenant each caused this Memorandum to be executed by its duly authorized representative as of the day and date written above. This Memorandum may be executed in counterparts, each of which is an original and all of which constitute one instrument.

[Signatures page on next page]

LANDLORD:
WFC I, LLC

By: _____
Name: Aaron Sparboe
Title: Managing Member

TENANT:
The County of Yellowstone

By: _____
Name: _____
Title: _____

EXHIBIT "E"
BUILDING RULES

1. Neither the whole nor any part of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls of the Building shall be obstructed or encumbered by any tenant or used for any purpose other than ingress or egress to and from the space demised to such tenant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Building. No curtains, blinds, shades or screens (other than those furnished by Landlord as part of Landlord's work) shall be attached to, hung in, or used in connection with any window or door of the space demised to any tenant.
3. No sign, advertisement, object, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the outside or inside of the space demised to any tenant, or of the Building. Interior signs on doors and directory tablets, if any, shall be inscribed, painted, or affixed for each tenant by Landlord at tenant's expense, and shall be of a size, color, and style approved by Landlord.
4. No showcases nor other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules, or other public parts of the Building.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish bags, or other substances (including, without limitation, coffee grounds) shall be thrown therein.
6. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, or explosive fluid, material, chemical, or substance in or about the space demised to such tenant.
7. No tenant shall mark, paint, drill into, or in any way deface any part of the Building or the space demised to such tenant. No boring, cutting, or stringing of wires shall be permitted, except picture wall hangings and mounted blueprint racks.
8. No cooking (except microwaves, hot plates, and popcorn machines) shall be done or permitted in the Building by any tenant. No tenant shall cause or permit any unusual or objectionable odors to emanate from the space demised to such tenant.
9. Neither the whole nor any part of the space demised to any tenant shall be used for manufacturing or for the storage of merchandise.

10. No tenant shall make nor permit to be made any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors, windows, skylights, or down any passageways.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in the space demised to any tenant nor shall any changes be made to the locks or the mechanism thereof. Each tenant must, upon the terminations of this tenancy, restore to Landlord all keys to offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss any such keys, such tenant shall pay Landlord the reasonable cost of replacement keys.
12. All removals from the Building, or the carrying in or out of the Building or the space demised to any tenant, of any safes, freight, furniture, or bulky matter of any description must take place during such hours and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freights for violation of any of these rules and regulations or the provisions of such tenant's lease.
13. No tenant shall use, occupy, or permit any portion of the space demised to such tenant to be used or occupied as an employment bureau or for the storage, manufacturing, or sale of liquor, narcotics, or drugs. No tenant shall engage or pay any employees in the Building except those actually working for such tenant in the Building, nor advertise for laborers giving an address at the Building.
14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and, upon notice from Landlord, such tenant shall discontinue such advertising.
15. Landlord reserves the right to control and operate the public portions of the building and public facilities as well as facilities furnished for the common use of the tenants in such manner as it deems best for the benefit of the tenants generally including without limitation, the right to exclude from the building, between the hours of 6 p.m. and 8 a.m. on business days and at all hours on Saturdays except 9 a.m. to 1 p.m., and all day Sundays and holidays, all persons who do not present a pass to the Building signed by Landlord or other suitable identification satisfactory to Landlord. Landlord will furnish passes to persons for whom any tenant requests such passes. Each tenant shall be responsible for all persons for whom it requests such passes and shall be liable to Landlord for all acts of such persons.
16. Each tenant, before closing and leaving the space demised to such tenant at any time, shall see that all entrance doors are locked. Notwithstanding the foregoing, tenants shall have access to the Building 24 hours per day, seven (7) days per week. Afterhours access to enter the Building and use the elevator to the Tenant's floor is via card key supplied by Landlord.
17. No space demised to any tenant shall be used, or permitted to be used, for lodging or sleeping

or for any immoral or illegal purpose.

18. The requirements of tenant will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform any work outside of their regular duties unless under specific instruction from the office of Landlord.
19. Canvassing, soliciting, and peddling in the Building are prohibited, and each tenant shall cooperate in seeking their prevention.
20. There shall not be used in the Building, either by any tenant or by its agents or contractors, in the delivery or receipt of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and such other safeguards as Landlord may require.
21. No animals of any kind shall be brought into or kept about the Building by any tenant, with the exception of animals designated for the assistance of the disabled.
22. No tenant shall place, or permit to be placed, on any part of the floor or floors of the space demised to such tenant a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.
23. Landlord reserves the right to specify where in the space demised to any tenant business machines and mechanical equipment shall be placed or maintained in order, in Landlord's judgment, to absorb and prevent vibration, noise, and annoyance to other tenants of the Building.
24. No vending machines shall be permitted to be placed or installed in any part of the Building by any tenant. Landlord reserves the right to place or install vending machines in any of the common areas of the Building.

EXHIBIT "F"
LANDLORD'S IMPROVEMENTS

Landlord is not providing any improvements

B.O.C.C. Regular

4. a.

Meeting Date: 04/30/2024

Title: Sheriffs Office - YCDF Facilities Request to Expend Commerical Dryer Replacement

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Sheriff's Office Detention Facility Request to Expend for Commercial Dryer Replacement

BACKGROUND:

Sheriff's Office Detention - Facilities is requesting approval to purchase a commercial dryer to replace an aging dryer. The purchase was anticipated and included in the Sheriff's Detention Facility Miscellaneous Repairs/Equipment fund (4050.000.599.420110.940). The cost of a new Unimacs Commercial tumbler dryer is \$9,805.00

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

YCDF RTE Commercial Dryer



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: Unimacs Commercial Dryer

Cost: \$9,805.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$9,805.00

Explanation of Purchase
Replacement of older dryer

YCDF - Facilities

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 4050.000.599.420110.940

Approved: YES ___ NO ___

Budget Balance: \$400,390.00

Tabled: ___

Is this a budgeted item? Yes - not specifically listed

Date: ___

Finance Note: ___

Votes: YES NO

Chairperson ___

Member ___

Member ___

James Matteson

04/19/2024

Purchasing Agent

Date

B.O.C.C. Regular

4. b.

Meeting Date: 04/30/2024

Title: Sheriff's Office Detention Facility Request to Expend Walk-In Cooler Floor Replacement

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Sheriff's Office Detention - Facilities Request to Expend Walk-In Cooler Floor Replacement

BACKGROUND:

Facilities Request to Expend is requesting Commissioner approval for replacing the aluminum diamond plate floor on a kitchen cooler. The diamond plate floor panels are bending and distorting due to the weight of food carts on the single layer aluminum diamond plate. The walk-in cooler walls and floor are structurally integrated and require replacing one panel of the original floor, then overlaying a second layer of diamond plate in a dissimilar direction to provide sufficient strength to withstand the load. The cost for the project is \$9,418.00. The project was anticipated and included in the FY24 budget, but not specifically listed in the Sheriff's Detention Facilities Miscellaneous Repair/Equipment fund (4050.000.599.420110.940).

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

YCDF-Facilities RTE Cooler Floor



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:

Detention Facility, Aluminum Diamond Plate Floor Replacement

Cost: \$9,418.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$9,418.00

Explanation of Purchase

Diamond plate floor in walk-in cooler is curling due to weight load of food carts

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 4050.000.599.420110.940

Approved: YES ___ NO ___

Budget Balance: \$400,390.00

Tabled: ___

Is this a budgeted item? Yes - not specifically listed

Date: ___

Finance Note: ___

Votes: YES NO

Chairperson ___

Member ___

Member ___

James Matteson 04/19/2024

Purchasing Agent

Date

B.O.C.C. Regular

4. c.

Meeting Date: 04/30/2024

Title: MetraPark - Recommendation of Award & Contract - West Concessions Remodel - Hardy Construction

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Recommendation of Award and Contract with Hardy Construction for West Concessions Remodel

BACKGROUND:

An Invitation for Bids for MetraPark West Concessions was released on March 19th, 2024 with bids due on April 15th, 2024. Bids were opened and acknowledged during the BOCC April 16th regular board meeting and were referred to a committee for recommendation. Three (3) bids were submitted with Hardy Construction submitting the lowest bid of \$206,000.00 base bid, \$8,225.00 for Alternative #1 Solid Surface Countertops, & \$17,650.00 for Alternative #2 Larger Exterior Countertops, for a total bid including alternatives of \$231,875. It is the recommendation the project be awarded to Hardy Construction.

RECOMMENDED ACTION:

Approve the Recommendation, sign the contract and return a copy to Finance

Attachments

Metra Contract Hardy Const.NW Concessions

Metra Recommendation of Award-West Concessions-Hardy Const



AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 24th day of April in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Yellowstone County Commissioners /MetraPark Advisory Board
Yellowstone County
PO Box 35015
Billings, MT 59101

and the Contractor:

(Name, legal status, address and other information)

Hardy Construction
PO Box 1203
Billings, MT 59103

for the following Project:

(Name, location and detailed description)

Yellowstone County MetraPark West Concessions
MetraPark
Billings, MT

The Architect:

(Name, legal status, address and other information)

CTA Inc. dba Cushing Terrell
13 North 23rd Street
Billings, MT 59101
Phone: (406) 248-7455

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated February 26, 2024, and enumerated as follows:

Drawings:

Number	Title	Date
G001	Cover	02-26-24
Architectural		
A100	Demo Plans	02-26-24
A101	New Plans	02-26-24
A102	Elevations	02-26-24
A103	Sections	02-26-24
A104	Wall Sections and Details	02-26-24
A105	Add Alternate #2 - Page 1	02-26-24
A106	Add Alternate #2 – Page 2	02-26-24

	Structural	
S001	Structural General Notes	02-26-24
S002	Structural Schedules	02-26-24
S101	Structural Plan and Details	02-26-24

	Plumbing	
P100	Arena Level Plumbing Plans	02-26-24
P200	Concourse Level Plumbing Plans	02-26-24

	Electrical	
E001	Legends, Schedules and Panels	02-26-24
E200	Lighting Plans	02-26-24
E300	Power Plans	02-26-24
E400	Special System Plans	02-26-24

Specifications:		
Section	Title	Pages
	Legal and Procedural Requirements	
	Substitution Request Form	1
	MT Prevailing Wage Rates – 2023	21
Division 00	Procurement and Contracting Requirements	
000107	Seals Page	1
000115	List of Drawing Sheets	1
Division 01	General Requirements	
011000	Summary	4
012300	Alternates	2
012500	Substitution Procedures	3
012600	Contract Modification Procedures	3
012900	Payment Procedures	5
013100	Project Management and Coordination	9
013200	Construction Progress Documentation	4
013300	Submittal Procedures	8
014000	Quality Requirements	9
014200	References	8
016000	Product Requirements	5
017300	Execution	9
017700	Closeout Procedures	6
017823	Operation and Maintenance Data	7
017839	Project Record Documents	4
017900	Demonstration and Training	5
Division 02		
024119	Selective Demolition	7
Division 04		
042200	Concrete Unit Masonry	12
Division 05		
055000	Metal Fabrications	6
Division 06		
064116	Plastic-Laminate-Clad Architectural Cabinets	7

Division 07

079200	Joint Sealants	6
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Division 08

081113	Hollow Metal Doors & Frames	8
083313	Coiling Counter Doors	5
083613	Sectional Doors	7

Division 09

092216	Non-Structural Metal Framing	9
092900	Gypsum Board	9
093013	Ceramic Tiling	8
096513	Resilient Base and Accessories	4
099123	Interior Painting	5

Division 10

102600	Wall and Door Protection	3
--------	--------------------------	---

Division 12

123616	Metal Countertops	3
--------	-------------------	---

Division 22

On Drawings	Specs on Drawings	On Drawings
-------------	-------------------	-------------

Division 26

Electrical	13
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.3 addenda prepared by the Architect as follows:

Number	Date	Pages
One	Feb. 02, 2024	Four (4)

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

NONE

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

Date of this Agreement

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement.

☒ By the following date: August 16, 2024

Init.

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User Notes:

(1497655383)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two hundred thirty one thousand eight hundred and seventy five (\$ 231,875.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
N/A	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1: Solid Surface Countertops
Alternate #2: Larger Exterior Concessions Countertop

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
N/A	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Payments will be made by the last day of the month for the previous month providing the Payment Application is received by the 1st day of the month. Five Percent (5%) Retainage and one Percent (1%) Gross Receipt’s Tax will be withheld from the monthly payments.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

0 % Zero

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage
N/A

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

James Matteson, Yellowstone County - Purchasing: jmatteson@yellowstonecountymt.gov;

Bob La Perle, Cushing Terrell - Project Manager: boblaperle@cushingterrell.com 406.896.6159

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner. The contractor will be required to coordinate and work around scheduled events in the arena.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost-plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

NONE

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

N/A

OWNER *(Signature)*

Yellowstone County

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

LICENSE NO.: 618

JURISDICTION: State of Montana

Additions and Deletions Report for AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:37:48 ET on 04/24/2024.

PAGE 1

AGREEMENT made as of the 24th day of April in the year 2024

...

Yellowstone County Commissioners /MetraPark Advisory Board
Yellowstone County
PO Box 35015
Billings, MT 59101

...

Hardy Construction
PO Box 1203
Billings, MT 59103

...

Yellowstone County MetraPark West Concessions
MetraPark
Billings, MT

...

CTA Inc. dba Cushing Terrell
13 North 23rd Street
Billings, MT 59101
Phone: (406) 248-7455

PAGE 2

- .2 the drawings and specifications prepared by the Architect, dated February 26, 2024, and enumerated as follows:

...

G001

Cover

02-26-24

Architectural

A100

Demo Plans

02-26-24

A101

New Plans

02-26-24

A102

Elevations

02-26-24

A103

Sections

02-26-24

A104

Wall Sections and Details

02-26-24

<u>A105</u>	<u>Add Alternate #2 - Page 1</u>	<u>02-26-24</u>
<u>A106</u>	<u>Add Alternate #2 – Page 2</u>	<u>02-26-24</u>

	<u>Structural</u>	
<u>S001</u>	<u>Structural General Notes</u>	<u>02-26-24</u>
<u>S002</u>	<u>Structural Schedules</u>	<u>02-26-24</u>
<u>S101</u>	<u>Structural Plan and Details</u>	<u>02-26-24</u>

	<u>Plumbing</u>	
<u>P100</u>	<u>Arena Level Plumbing Plans</u>	<u>02-26-24</u>
<u>P200</u>	<u>Concourse Level Plumbing Plans</u>	<u>02-26-24</u>

	<u>Electrical</u>	
<u>E001</u>	<u>Legends, Schedules and Panels</u>	<u>02-26-24</u>
<u>E200</u>	<u>Lighting Plans</u>	<u>02-26-24</u>
<u>E300</u>	<u>Power Plans</u>	<u>02-26-24</u>
<u>E400</u>	<u>Special System Plans</u>	<u>02-26-24</u>

PAGE 3

<u>Legal and Procedural Requirements</u>	
<u>Substitution Request Form</u>	<u>1</u>
<u>MT Prevailing Wage Rates – 2023</u>	<u>21</u>

<u>Division 00</u>	<u>Procurement and Contracting Requirements</u>	
<u>000107</u>	<u>Seals Page</u>	<u>1</u>
<u>000115</u>	<u>List of Drawing Sheets</u>	<u>1</u>

<u>Division 01</u>	<u>General Requirements</u>	
<u>011000</u>	<u>Summary</u>	<u>4</u>
<u>012300</u>	<u>Alternates</u>	<u>2</u>
<u>012500</u>	<u>Substitution Procedures</u>	<u>3</u>
<u>012600</u>	<u>Contract Modification Procedures</u>	<u>3</u>
<u>012900</u>	<u>Payment Procedures</u>	<u>5</u>
<u>013100</u>	<u>Project Management and Coordination</u>	<u>9</u>
<u>013200</u>	<u>Construction Progress Documentation</u>	<u>4</u>
<u>013300</u>	<u>Submittal Procedures</u>	<u>8</u>
<u>014000</u>	<u>Quality Requirements</u>	<u>9</u>
<u>014200</u>	<u>References</u>	<u>8</u>
<u>016000</u>	<u>Product Requirements</u>	<u>5</u>
<u>017300</u>	<u>Execution</u>	<u>9</u>
<u>017700</u>	<u>Closeout Procedures</u>	<u>6</u>
<u>017823</u>	<u>Operation and Maintenance Data</u>	<u>7</u>
<u>017839</u>	<u>Project Record Documents</u>	<u>4</u>
<u>017900</u>	<u>Demonstration and Training</u>	<u>5</u>

<u>Division 02</u>		
<u>024119</u>	<u>Selective Demolition</u>	<u>7</u>

<u>Division 04</u>		
<u>042200</u>	<u>Concrete Unit Masonry</u>	<u>12</u>

<u>Division 05</u>		
<u>055000</u>	<u>Metal Fabrications</u>	<u>6</u>

Division 06

064116	<u>Plastic-Laminate-Clad Architectural Cabinets</u>	<u>7</u>
<u>Division 07</u>		
079200	<u>Joint Sealants</u>	<u>6</u>
<u>Division 08</u>		
081113	<u>Hollow Metal Doors & Frames</u>	<u>8</u>
083313	<u>Coiling Counter Doors</u>	<u>5</u>
083613	<u>Sectional Doors</u>	<u>7</u>
<u>Division 09</u>		
092216	<u>Non-Structural Metal Framing</u>	<u>9</u>
092900	<u>Gypsum Board</u>	<u>9</u>
093013	<u>Ceramic Tiling</u>	<u>8</u>
096513	<u>Resilient Base and Accessories</u>	<u>4</u>
099123	<u>Interior Painting</u>	<u>5</u>
<u>Division 10</u>		
102600	<u>Wall and Door Protection</u>	<u>3</u>
<u>Division 12</u>		
123616	<u>Metal Countertops</u>	<u>3</u>
<u>Division 22</u>		
<u>On Drawings</u>	<u>Specs on Drawings</u>	<u>On Drawings</u>
<u>Division 26</u>		
	<u>Electrical</u>	<u>13</u>

PAGE 4

One Feb. 02, 2024 Four (4)

...

NONE

...

Date of this Agreement

...

[X] By the following date: August 16, 2024
PAGE 5

Two hundred thirty one thousand eight hundred and seventy five (\$ 231,875.00)

...

N/A

...

Alternate #1: Solid Surface Countertops
Alternate #2: Larger Exterior Concessions Countertop

...

N/A

...

N/A

...

Payments will be made by the last day of the month for the previous month providing the Payment Application is received by the 1st day of the month. Five Percent (5%) Retainage and one Percent (1%) Gross Receipt's Tax will be withheld from the monthly payments.

...

0 % Zero

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

...

N/A

PAGE 7

James Matteson, Yellowstone County - Purchasing: jmatteson@yellowstonecountymt.gov;
Bob La Perle, Cushing Terrell - Project Manager: boblaperle@cushingterrell.com 406.896.6159

PAGE 9

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner. The contractor will be required to coordinate and work around scheduled events in the arena.

PAGE 10

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual ~~cost~~ plus ~~cost~~ plus reasonable overhead and profit.

PAGE 13

NONE

...

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

N/A

...

Yellowstone County



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:37:48 ET on 04/24/2024 under Order No. 3104239063 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

April 25th, 2024

Recommendation of Award

MetraPark West Concessions to Hardy Construction

An Invitation for Bid was released on March 19th, 2024 for MetraPark West Concessions Remodel. Bids were due by 3:00 p.m. April 15th, 2024. Bids were opened on the April 16th, 2024 Board of County Commissioners regular board meeting. Three (3) bids were received. Bids were reviewed by committee and recommend award the project to the low bidder, Hardy Construction with a base bid of \$206,000.00, Alternative #1 \$8,225.00 for solid surface countertops, and Alternative #2 \$17,650.00 for larger exterior countertops for a total of \$231,875.00.

B.O.C.C. Regular

5. a.

Meeting Date: 04/30/2024

Title: Contract for Public Works Crack Fill Project I 2023-2024

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Contract Z and Z Seal Coating for Public Works Crack Fill Project I 2023-2024

BACKGROUND:

Contract with Z and Z Seal Coating Inc for crack filling on various county roads.

RECOMMENDED ACTION:

Approve the contract

Attachments

Contracts

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

This agreement is dated as of the _____ day of April 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Z and Z Seal Coating Inc.. Billings, MT (hereinafter called Contractor).

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

1. Scope of Work

See attached

2. Contract Term

From Date of Agreement stated above to June 25th, 2024

3. Contract Price

Owner shall pay the Contractor \$66,488.80 as stated in their price quote / bid dated April 1st, 2024 upon completion and acceptance of the project by the Owner. 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 The Project Specifications
- 5.3 The Contractor's price bid 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 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 _____, 2023.


OWNER:

Yellowstone County
Billings, MT 59101

John Ostlund
BOCC Chairperson

CONTRACTOR:

Z and Z Seal Coating Inc.
PO Box 80371 Billings, MT 59108



print name *Spencer Foster*
Authorized Representative *Vice President*

Attest:

Jeff Martin
Clerk & Recorder



Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Z & Z Seal Coating, Inc.

1526 W Laura Lee Ln

Laurel, MT 59044

OWNER:

(Name, legal status and address)

Yellowstone County

P.O. Box 35000, 316 N. 26th St.

Billings, MT 59107

CONSTRUCTION CONTRACT

Date:

Amount: Sixty-six Thousand Four Hundred Eighty-eight And 80/100 (\$66,488.80)

Description:

(Name and location)

Yellowstone County 2024 Crack Seal Project, Yellowstone County, MT

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company

301 E. 4th St.

Cincinnati, OH 45202-4201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: Sixty-six Thousand Four Hundred Eighty-eight And 80/100 (\$66,488.80)

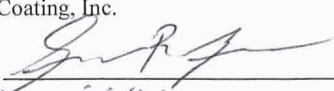
Modifications to this Bond: ☒ None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Z & Z Seal Coating, Inc.

Signature: 

Name Spencer Foster

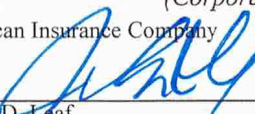
and Title: Vice President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

Great American Insurance Company

Signature: 

Name John D. Leaf

and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .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 Section 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's 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 Section 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:

- .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
- .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 Section 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 Section 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 period of limitation 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 to the Contractor of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.



AIA Document A312™ – 2010

Bond No. CA5587472

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Z & Z Seal Coating, Inc.

1526 W Laura Lee Ln

Laurel, MT 59044

OWNER:

(Name, legal status and address)

Yellowstone County

P.O. Box 35000, 316 N. 26th St.

Billings, MT 59107

CONSTRUCTION CONTRACT

Date:

Amount: Sixty-six Thousand Four Hundred Eighty-eight And 80/100 (\$66,488.80)

Description:

(Name and location)

Yellowstone County 2024 Crack Seal Project, Yellowstone County, MT

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company

301 E. 4th St.

Cincinnati, OH 45202-4201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: Sixty-six Thousand Four Hundred Eighty-eight And 80/100 (\$66,488.80)

Modifications to this Bond: ☒ None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Z & Z Seal Coating, Inc.

Signature: 

Name: Spencer

and Title: Vice President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Great American Insurance Company

Signature: 

Name: John D. Leaf

and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

AIA Document A312™ – 2010. The American Institute of Architects. This document was created on _____ under the terms of
AIA Documents-on-Demand™ order no. _____, and is not for resale. This document is licensed by The American Institute of Architects for
one-time use only, and may not be reproduced prior to its completion. 061010

§ 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 Section 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 Section 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,

- .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
- .2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 Section 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 request 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 "labor, materials or equipment" that part of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 0 21002

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
JOHN D. LEAF	KIMBERLY HODSON	ALL OF	ALL
GARY PALADICHUK	SHARRESA DRAHOS	GREAT FALLS, MONTANA	\$100,000,000
JON TIERNEY	JARREN KOMAC		
BROOKE A. GARNES			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of APRIL, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of APRIL, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

Stephen C. Beraha

Assistant Secretary



S1029AH (03/20)

B.O.C.C. Regular

Meeting Date: 04/30/2024

Title: Big Sky Games 2024

Submitted By: Alexis Hellman

TOPIC:

Big Sky Games 2024 Facility Use Agreement

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Discuss

Attachments

BigSkyGames24



April 9, 2024

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

Dear Tim,

The Big Sky State Games is gearing up for its 39th year. We are very excited about the Games and look forward to working with you again. Listed below are the County roads we are requesting the use of during Games on Saturday, July 20, for the 5K, 10K and Half Marathon Running Road Races.

**Road Race 5K, 10K and Half Marathon | Thiel/River Road, Saturday, July 20 –
(BSSG traffic control plan and map enclosed)**

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

In addition to this request, we would also ask you to please "pencil" us in for the 2025 Games. The 2025 Big Sky State Games will be held July 18, 19 & 20.

Enclosed is a 2024 facility use request form. Please sign and email/mail us a copy. Let us know of any other concerns regarding the use of County roads. We will send a copy of the Certificate of Insurance, naming Yellowstone County as additional insured, as soon as it is received.

Sincerely,

Liana Susott
Executive Director

Parker Rood
Operations Director

Cc: Ekkie Wedul, Bill Harrington



BlueCross BlueShield
of Montana



April 7, 2024

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

Dear Tim,

The Big Sky State Games is gearing up for its 39th year. We are very excited about the Games and look forward to working with you again. Listed below are the County roads we are requesting the use of during Games on Saturday, July 20, for the 5K, 10K and Half Marathon Running Road Races.

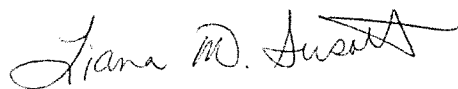
Road Race 5K, 10K and Half Marathon | Thiel/River Road, Saturday, July 20 –
(BSSG traffic control plan and map enclosed)

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

In addition to this request, we would also ask you to please "pencil" us in for the 2025 Games. The 2025 Big Sky State Games will be held July 18, 19 & 20.

Enclosed is a 2024 facility use request form. Please sign and email/mail us a copy. Let us know of any other concerns regarding the use of County roads. We will send a copy of the Certificate of Insurance, naming Yellowstone County as additional insured, as soon as it is received.

Sincerely,



Liana Susott
Executive Director



Parker Rood
Operations Director

Cc: Ekkie Wedul, Bill Harrington



BIG SKY STATE GAMES FACILITY USE REQUEST 2024

FACILITY: Thiel River Road & Road sections of Yellowstone County

CONTACT: Tim Miller

ADDRESS: YC Public Works Department PO Box 35024

PHONE: _____

CITY: Billings

ALT. PHONE: _____

STATE: MT **ZIP:** 59107

EMAIL: _____

NAME/PHONE OF CONTACT DURING REQUEST DATES: _____

FACILITY USE REQUEST

Thiel River Road | 5K, 10K & ½ Marathon | Saturday, July 20, 6:45 a.m. – 11:00 a.m.

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

EQUIPMENT USE REQUEST

COMMENTS AND CONSIDERATION

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

A handwritten signature in black ink, appearing to read "Liana M. Susott".

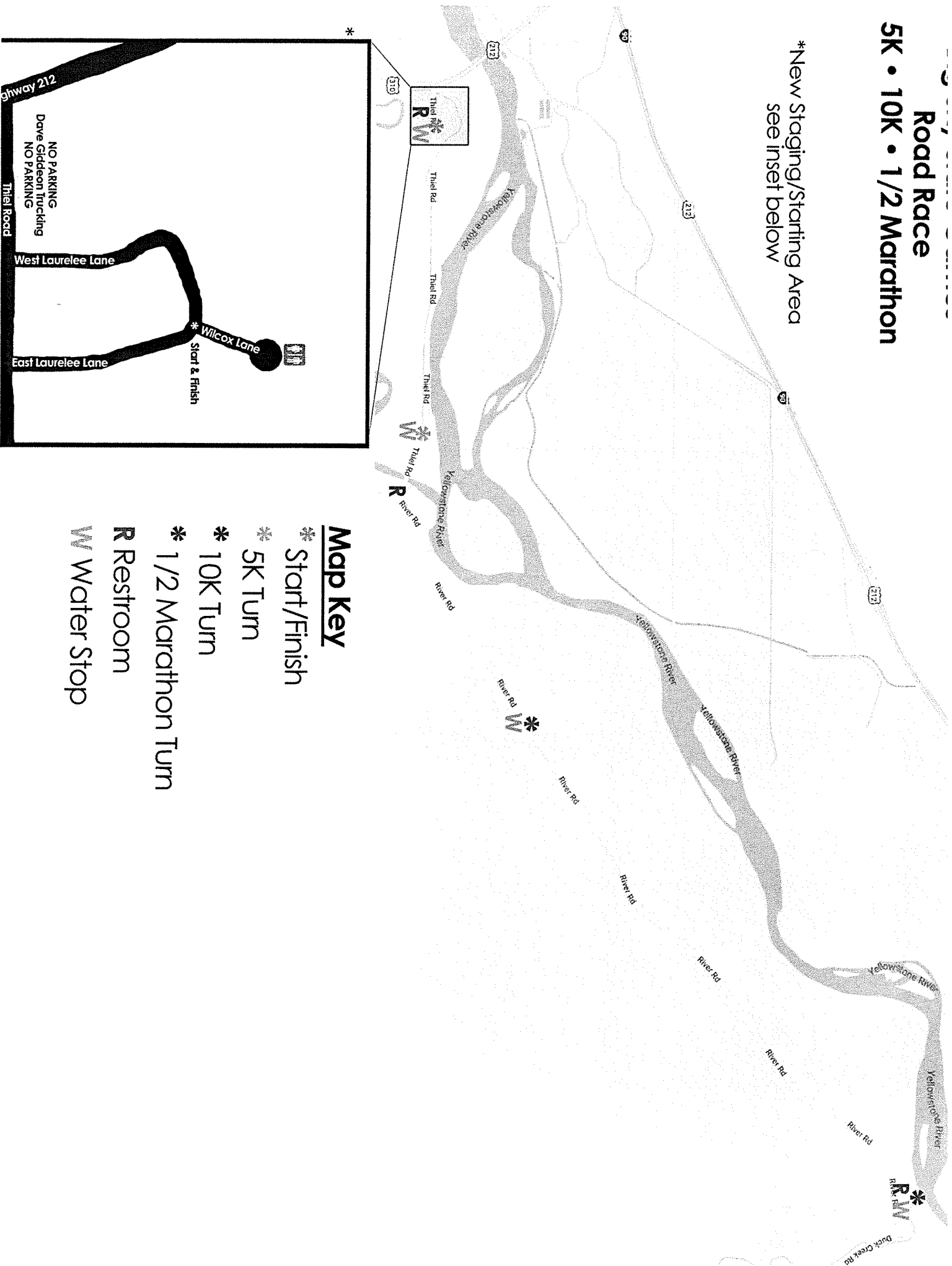
Liana Susott
Executive Director
liana@bigskygames.org

SIGNATURE

DATE

Road Race 5K • 10K • 1/2 Marathon

*New Staging/Starting Area
see inset below



Map Key

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



BIG SKY STATE GAMES TRAFFIC CONTROL PLAN ROAD RACE - 2024

SATURDAY, JULY 20, 2024

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

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

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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
1/07/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	SPORTS	
		PHONE (A/C, No. Ext):	800-441-3994	FAX (A/C, No):
		E-MAIL ADDRESS:	KK.SPORTS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	GRANITE STATE INSURANCE COMPAN	23809
		INSURER B:	NAT'L UNION FIRE INS CO OF PIT	19445
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:**

2092084

REVISION NUMBER:

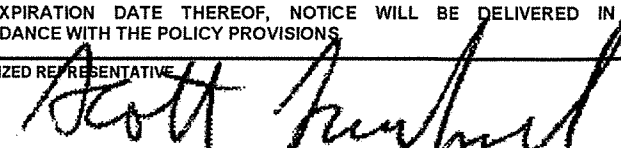
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <u>Owners & Contractors</u> <input checked="" type="checkbox"/> SEXUAL ABUSE & MOLES: \$1M/\$2M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	AIL3450349400	12:01AM 12/31/23	12:01AM 12/31/24	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 3000000 PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AIL3450349400	12:01AM 12/31/23	12:01AM 12/31/24	COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AIX3450349500	12:01AM 12/31/23	12:01AM 12/31/24	EACH OCCURRENCE 1000000 AGGREGATE 1000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	Participant Accident			AID3450349600	12:01AM 12/31/23	12:01AM 12/31/24	AD&D 10000 Primary Medical NONE Excess Medical 25000 Weekly Indemnity NONE

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

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

CERTIFICATE HOLDER**CANCELLATION**

YELLOWSTONE COUNTY PUBLIC WORKS ATTN: TIM MILLER 3321 KING AVE. E BILLINGS, MT 59102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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B.O.C.C. Regular

6. a.

Meeting Date: 04/30/2024

Title: Transcarent Subscription Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Transcarent Subscription Agreement

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Transcarent Agreement



SUBSCRIPTION AGREEMENT

This Subscription Agreement ("**Agreement**"), by and between Transcarent, LLC, a Delaware corporation with offices located at 4700 S. Syracuse Street, Suite 900, Denver, CO 80237 ("**Transcarent**"), and Yellowstone County, a Montana municipality with offices located at 217 N. 27th Street, Billings, MT 59101 ("**Employer**" as further defined in Section 1 (Definitions) below), is effective as of the date of the last signature below (the "**Effective Date**"). Transcarent and Employer are referred to from time to time herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

Recitals

WHEREAS, Transcarent operates and maintains a Platform (as defined below) that, among other things, makes available software applications allowing individuals to access primary health care services, including, having their medical questions addressed and receiving diagnoses, treatments, referrals, follow-ups, and health and wellness-related reminders; and

WHEREAS, Transcarent has entered into an agreement with 98point6 Physicians PC, a Washington professional services corporation ("**98point6 Physicians PC**"), pursuant to which licensed physicians and other licensed medical providers provide Medical Services (as defined in Section 1 below). The Medical Services are made available to individuals through the Platform; and

WHEREAS, Employer sponsors group health plan(s) and wants to include access to the Transcarent Platform and Medical Services in the group health plan(s) coverage it provides to its employees and their dependents.

Agreement

Therefore, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, capitalized terms have the meanings set forth below:

"**98point6 Physicians PC**" has the meaning set forth in the Recitals.

"**ACA**" means the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, as further amended.

"**Access**" means the acts of reading, writing, modifying, or communicating PHI or otherwise using related system resources to access PHI.

"**Administrative Safeguards**" means administrative safeguards as that term is defined and used in the Privacy Laws.

"**Affiliates**" means any related entity of a Party that directly or indirectly controls, is controlled by, or is under common control with such Party.

"**Agreement**" means this Subscription Agreement.



“Authorization” means an individual's signed permission that complies with the Privacy Laws and permits a covered entity or a business associate to use PHI described in the permission for the purpose, or purposes, stated in the permission and disclose the PHI described in the permission to the recipients stated in the permission.

“BAA” means the Business Associate Agreement to be executed by the Parties concurrent with the execution of this Agreement which is attached hereto as Exhibit B and incorporated into this Agreement.

“Communication Systems” means communication facilities, networks, platforms, devices, and other systems, including the internet and the platforms and devices through which the Services may be made accessible.

“Confidential Information” means information of any type disclosed by one Party (**“Discloser”**) to the other Party (**“Recipient”**), regardless of form, that is marked confidential or that, due to the character of the information or the circumstances under which it is disclosed by the Discloser, Recipient knows, or should know, is the proprietary or confidential information of Discloser. For the avoidance of doubt, Confidential Information includes the terms of this Agreement. Further, the SOC2 Audit Report and all marketing and promotional materials provided to Employer by Transcarent that pertain to the Services (including pricing and other proposals) are considered the Confidential Information of Transcarent.

“Discloser” has the meaning set forth in the definition of Confidential Information.

“Effective Date” has the meaning set forth in the first paragraph of this Agreement.

“Eligible Participant” means (a) an Employee whose information is included in the Eligibility File; and (b) a dependent of any age of an Employee whose information is included in the Eligibility File, subject to change if Transcarent changes the age of patients it provides Services to.

“Eligibility File” means a set of information provided by Employer to Transcarent that lists Eligible Participants and indicates each Eligible Participant's enrollment status with the Plan. The Eligibility File includes demographic information such as full name, date of birth, employee ID, and last four (4) digits of Social Security Number.

“Employee” means a United States benefits-eligible employee of Employer who is enrolled to participate in one or more health benefits and welfare programs sponsored by Employer, including a Plan.

“Employer” means Yellowstone County, a Montana municipality, and its United States Affiliates that have employees that participate in the Plan.

“Employer Data” means data and Confidential Information of Employer provided to or accessed by Transcarent during the Term of the Agreement. For the avoidance of doubt, Employer Data does not include Participant Data.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excepted Services” has the meaning set forth in the definition of Services.



"Feedback" means any suggestions or ideas provided to Transcarent by Employer regarding the Services.

"Fees" means the fees calculated in Exhibit A (Fees and Payment) that Employer shall pay to Transcarent for provision of the Services, as may be updated from time to time pursuant to Exhibit A which is attached hereto and incorporated into this Agreement.

"FMV" means fair market value.

"Force Majeure Event" means an event not within a Party's reasonable control, including but not limited to, floods, fires, storms, or other acts of God; war or acts of public enemy, including terrorism, or civil disturbance; strikes, lockouts, shortage of labor, labor disputes or labor trouble; problems in obtaining raw materials or production facilities; power failure, equipment failure, or transportation shortages or failures; actions of any governmental or other authority, including but not limited to public health or other states of emergency and the orders and directives issued in response thereto; or any other similar event.

"HDHP" means a High Deductible Health Plan.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, as amended.

"HSA" means a Health Savings Account.

"Implementation Plan" means a plan for implementation of the Services.

"Increase Fee" has the meaning set forth in Exhibit A.

"Indemnifying Party" means a Party responsible for indemnifying the other Party's Indemnitees pursuant to Section 9 (Indemnifications).

"Indemnitee" means a Party and its Affiliates, and their respective directors, officers, employees, agents, contractors, successors, and assigns, that are indemnified by an Indemnifying Party pursuant to Section 9 (Indemnifications).

"Informational Materials" means informational content and other materials which Transcarent makes available and are designed to provide Eligible Participants with useful information about the Services, including an announcement concerning the relationship contemplated by this Agreement, a landing page, email and other forms of notice, and printed materials.

"Marketing Materials" means press releases, use cases, and other promotional and marketing materials that market and promote the Services and the relationship contemplated by this Agreement developed by the Parties according to the terms of Section 5 (Informational Materials, Marketing Materials, and Use of Marks).



"Marks" means the trademarks, trade names, service marks, and logo designs of a Party.

"Medical Services" means the services rendered by Providers via the Platform to Participants. Such services may include addressing healthcare questions, assessing patients, forming diagnoses and treatment plans, and ordering tests or medications. Such services may or may not include administrative functions such as documenting referrals or assisting with pharmacy needs or fulfilling other administrative requests, which are services that may be performed by a Provider or may be performed by administrative or clinical staff, including but not limited to registered nurses, medical assistants, or others.

"Participant" means an Eligible Participant that is (i) authorized by Employer to access and use the Services, and (ii) completes the registration process to access and use the Services.

"Participant Data" means Personal Data or PHI related to a Participant that is collected, generated, or provided to Transcarent or 98point6 Physicians PC by the Participant, or a third party acting on behalf of or at the direction of the Participant, in connection with Transcarent's performance of the Services.

"Party" or **"Parties"** has the meaning set forth in the first paragraph of this Agreement.

"Personal Data" means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic identity of that natural person.

"Plan" means one or more self-insured or fully insured group health plan(s) or program(s) sponsored by Employer under which the Services are made available to Eligible Participants.

"Plan Documents" means benefit plan documents (e.g., documents required by ERISA).

"Plan-Related Third-Party Claims" means claims made by government agencies with respect to the Plan or Plan design, Eligible Participants, Participants, Plan, other Employer-sponsored plans, or Employer's subsidiaries, Affiliates, agents or third-party vendors or providers of services to the Employer, Plans or other Employer-sponsored plans.

"Platform" means, collectively, the software platform hosted, operated, and maintained by Transcarent and the mobile applications made available by Transcarent through which Transcarent makes the Medical Services accessible to and available for use by Participants pursuant to this Agreement, as updated, upgraded, customized, improved, adapted, or otherwise modified from time to time by Transcarent. For the avoidance of doubt, the Platform does not constitute a software as a service product.

"Privacy Laws" means (a) HIPAA; (b) Subtitle D of the HITECH Act; (c) regulations promulgated thereunder by the US Department of Health and Human Services, including the HIPAA Omnibus Final Rule, which amended the Privacy Rule and the Security Rule (as those terms are defined under HIPAA) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors, and (d) any other state or federal privacy, cybersecurity, data breach notification, or data protection laws, in each case, as such laws, rules, and regulations have been and may be amended from time to time, that may apply to Eligibility Files or Participant Data.



“Protected Health Information” or **“PHI”** means protected health information as that term is defined under HIPAA (specifically, 45 CFR § 160.103), but is limited to the information created, received, maintained, or transmitted by Transcarent for or on behalf of Employer or Plan.

“Provider” means a licensed physician, nurse practitioner, or other licensed clinician of 98point6 Physicians PC or another professional services corporation or other professional limited liability entity with which 98point6 Physicians PC has entered into a contract to render licensed physician and other licensed clinical provider services.

“Recipient” has the meaning set forth in the definition of Confidential Information.

“Representatives” means a Party’s employees, officers, directors, legal advisors, financial advisors, contractors, consultants, and Affiliates.

“Service Order” has the meaning set forth in Section 4.1.

“Services” means, collectively, the Platform provided or otherwise made accessible to Participants by Transcarent pursuant to this Agreement, the Medical Services, and the other services described in Section 2.1 (Services), which are initiated by a Participant accessing the Platform. Services do not include those services where Transcarent has been engaged by a third party to perform medical services on the third party’s behalf (**“Excepted Services”**). Excepted Services are initiated from a platform other than the Platform. Third parties may include but are not limited to clinical laboratories, diagnostic testing companies, or other healthcare providers.

“SOC 2 Audit Report” means a Service Organization Control (SOC 2) Type 2 security audit and report applicable to the Services.

“Subscription Commencement Date” means the date identified in Exhibit A (Fees and Payment) upon which Transcarent will first make the Services available for access to and use by Participants.

“Subscription Period” means the period of time identified in Exhibit A (Fees and Payment) during which Transcarent will make the Services available for access to and use by Participants.

“Taxes” means taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes.

“Term” has the meaning set forth in Section 6.1 (Term).

“Third-Party Claims” means actions, claims, suits and demands brought against a Party by a third party in relation to this Agreement, and the damages, liabilities, losses, costs and other expenses (including without limitation reasonable attorneys’ fees, costs, penalties, fines, interest or disbursements) awarded to such third parties.

“Transcarent Property” means (a) the Services, including any and all authorized and unauthorized modifications thereto and derivative works thereof; (b) any and all work product, designs, drawings, developments, concepts, inventions, information, data, programs, and software designed, developed, or distributed as part of the Services, (c) any and all proprietary



information and materials provided by Transcarent to Employer or otherwise made accessible to Employer by Transcarent that are related to the Platform, including documentation, software (whether in object code or source code form), text, graphics (including the underlying web-presentation code of the Platform or Medical Services), logos, button icons, images, and non-public know-how, methodologies, equipment, or processes used by Transcarent to operate and maintain the Platform or make accessible the Services, (d) all patents, copyrights, moral rights, trademarks, trade secrets, and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations, related to any of the foregoing, and (e) the Informational Materials and Marketing Materials.

2. SERVICES, DATA SECURITY

2.1 Services. Transcarent will provide or otherwise make accessible the Services in accordance with the terms and conditions of this Agreement. The Platform and Medical Services will be provided during the Subscription Period, while other Services described below may be provided prior to the Subscription Commencement Date. If the Subscription Commencement Date changes, Transcarent shall notify Employer of the new Subscription Commencement Date and Subscription Period for Employer's records. The term Services, as used in this Agreement, also include the services provided by Transcarent to Employer pursuant to Section 2.1.1 (Plan Documents Provided by Transcarent), 2.1.2 (Implementation Plan), 2.1.3 (Rendering of the Medical Services by Providers), and 2.1.4 (Scopes of Work) below and are subject to the terms and conditions set forth therein:

2.1.1 Plan Documents Provided by Transcarent. Upon request, and no additional charge, Transcarent will provide Employer with template Plan Documents, in which case, Employer acknowledges and agrees that such Plan Documents (a) do not constitute any legal or financial advice with respect to tax, benefits, or other laws; (b) are only provided as a courtesy to Employer, and Employer is required to independently seek legal, financial, and other advice as to the appropriateness and legality of such Plan Documents prior to signing and distributing them; and (c) are Employer's sole responsibility and Transcarent will have no liability or responsibility whatsoever with respect to such Plan Documents.

2.1.2 Implementation Plan. The Parties will begin to mutually determine and document an Implementation Plan immediately following the Effective Date. The Implementation Plan will include, but not be limited to, a detailed plan for communications to Eligible Participants from Transcarent, pursuant to which Eligible Participants are timely notified about the Parties' joint plans to make the Services available and provided with instructions on how they can access the Services. Such communications will be mutually planned by the Parties in order to maximize the number of Participants, and the Parties hereby agree to cooperate in good faith to achieve that goal. The Parties acknowledge that implementing the Services on the Subscription Commencement Date requires completion of the steps and milestones described in the Implementation Plan, including such planned communications. In the event such steps and milestones are not completed by the dates set forth in the Implementation Plan, the Parties may revise the Implementation Plan.

2.1.3 Rendering of the Medical Services by Providers. Providers render the Medical Services via the Platform to Participants. The Medical Services rendered to Participants are performed based on the independent medical judgment of such Providers and are the sole responsibility of those individual Providers. Transcarent ensures that



Providers are contractually obligated to provide Medical Services in accordance with applicable laws.

2.1.4 Scopes of Work. From time to time, the Parties may execute one or more scopes of work (each a "**Scope of Work**") that describes the specifications, implementation, roles and responsibilities, pricing, and other details required for Transcarent to provide additional services not identified in this Agreement. Each Party agrees to perform its respective obligations under a Scope of Work in accordance with the terms and conditions of this Agreement and the terms and conditions of the applicable Scope of Work. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of a Scope of Work, the terms and conditions of the Agreement shall control unless the Scope of Work explicitly states otherwise. Each Scope of Work shall be executed in the format attached to this Agreement as Exhibit C, except as otherwise agreed to by the Parties. Once a Scope of Work is executed by each Party's authorized representatives, it shall thereby be incorporated into and made a part of this Agreement.

2.2 Data Security.

2.2.1 General. Transcarent will, at all times, establish and maintain environmental, security and other safeguards against the destruction, loss or alteration of Participant Data and Employer Data in the possession of Transcarent and during the access, transmission, storage and shipping thereof that must comply with and be no less rigorous than (a) any law applicable to Transcarent, including the Privacy Laws; and (b) as provided in this Agreement. Further, Transcarent shall maintain a Business Continuity Plan that addresses disruption and disaster recovery of the Services, Employer Data, and Participant Data.

2.2.2 Collection and Use of Participant Data by Transcarent. Subject to applicable law, Transcarent will collect Participant Data from Participants and make such Participant Data available to Participants and Providers. If Transcarent obtains or is provided one or more valid Authorizations or other permissions to provide certain elements of Participant Data to Employer, or if no Authorizations or other permissions are required in order for Transcarent to provide such Participant Data to Employer, given its content or form, then Transcarent may make such Participant Data available to Employer, as mutually agreed upon by the Parties.

2.2.3 Use of a Secure File Hosting Service to Transfer Information about Eligible Participants. Transcarent will set up a secure file hosting service for Employer to use to transfer Eligibility Files to Transcarent. Eligibility Files will be transmitted using Secure Sockets Layer (or SSL) / Transport Layer Security (or TLS) protocols, using only strong protocols, such as the TLS 1.2 specification, and Transcarent personnel will access such Eligibility Files only using devices that are securely configured and managed by Transcarent. The secure file hosting service will be used by Transcarent and Employer, or third parties authorized by the Employer, to transfer all information about Eligible Participants, which may contain PHI, between themselves.

2.2.4 Business Associate Agreement. The set of information included in the Eligibility Files provided by Employer to Transcarent by or on behalf of the Plan comprises certain PHI. The Plan is deemed a covered entity (as that term is defined in the Privacy



Laws) providing PHI to Transcarent, which is deemed a business associate (as that term is defined in the Privacy Laws). Each Party therefore agrees to comply with the terms and conditions set forth in the BAA with respect to any PHI provided by Employer to Transcarent in the course of the Parties' performance of this Agreement.

2.2.5 SOC 2 Audit Report. Transcarent agrees that it will act with the degree of skill, care, and judgment customarily accepted as sound, quality, and professional with regard to data privacy and security and will maintain safeguards necessary to ensure the confidentiality and integrity of all data and Transcarent information technology systems. Transcarent will engage an independent CPA firm, which complies with the most current updates established by the American Institute of CPAs, to perform a SOC 2 Audit Report on an annual basis. The person(s) conducting the SOC 2 Audit Report must have the technical expertise, training and certifications to conduct such audit. The SOC 2 Audit Report will provide details of the Transcarent security controls examined by the auditor for suitability and operating effectiveness, as they relate to the Services provided to Employer for security, confidentiality and availability. Upon written request by Employer, Transcarent will make the SOC 2 Audit Report available to Employer on an annual basis. The SOC 2 Audit Report is considered the Confidential Information of Transcarent and Employer shall maintain its confidentiality pursuant to Section 7 (Confidentiality) of this Agreement, and may not share the SOC 2 Audit Report with its Representatives, other than officers, directors, and employees, without prior written consent from Transcarent. In the event the SOC 2 Audit Report identifies a material deficiency in Transcarent policies, practices, or controls, Transcarent shall remedy the same.

3. EMPLOYER OBLIGATIONS

3.1 Restrictions on Employer's Rights to Use the Services and Participant Data. Employer may not (a) remove from the Services, or otherwise modify, any proprietary rights notices associated with the products or services of Transcarent or its licensors that accompany or are used in connection with the Services; (b) make the Services available in any manner to any third party for use in such third party's business or operations; (c) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, except to the extent such restrictions are limited by applicable law; (d) access or use (or permit third parties to access or use) the Services in order to build or support any products or services competitive with the Services; or (e) use any Participant Data received by Employer from Transcarent or otherwise processed by Employer on behalf of Transcarent, except as permitted by applicable law and one or more applicable Authorizations.

3.2 Secure Transfer of Eligibility Files and PHI. Employer, or third parties authorized by Employer to act on Employer's behalf, shall provide an Eligibility File to Transcarent on a mutually agreeable cadence during the Subscription Period in the format designated by Transcarent. The Employer, or such authorized third parties, agree to use the secure file hosting service in accordance with Section 2.2.3 (Use of a Secure File Hosting Service to Transfer Information about Eligible Participants) when transferring Eligibility Files, and to adhere to all Administrative Safeguards in place to help ensure that any PHI transferred to Transcarent remain confined to persons and entities authorized to Access such PHI. Employer, when receiving PHI from Transcarent, agrees to adhere, and cause authorized third parties to adhere, to all Administrative Safeguards in place to help ensure that PHI transferred to Employer by Transcarent remains confined to persons and entities authorized to Access such PHI. Further, Employer, when transferring PHI to Transcarent, agrees to adhere, and cause authorized third



parties to adhere, to Transcarent's instructions and guidelines concerning data encryption, including any such instructions or guidelines concerning use of an algorithmic process to transform such PHI into a form in which there is a low probability of assigning meaning to such PHI without the use of a confidential process and key.

3.3 Transcarent Property. As between Transcarent, Employer, and Participants, Transcarent owns all right, title, and interest in and to the Transcarent Property. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property, or other ownership rights to any Transcarent Property are assigned or otherwise transferred to Employer or any Participant pursuant to this Agreement. For the avoidance of doubt, Transcarent reserves all rights not expressly granted by this Agreement and no licenses are granted by it to any person or entity, including Employer and Participants, whether by implication, estoppel, or otherwise, except as expressly set forth in this Agreement. Employer shall not attempt to claim ownership over any Transcarent Property.

3.4 Benefit Plan Compliance. Employer is responsible for the Plan and compliance with applicable law related to the Plan. Transcarent has no duty, now or in the future, to determine whether the Plan complies with HIPAA; the Internal Revenue Code, as amended; ERISA; or the ACA, and has no duty to determine whether the Plan or the Plan design avoids ACA penalties or fees.

4. FEES AND PAYMENT

4.1 Exhibit A. In exchange for provision of the Services, Employer agrees to pay Transcarent the Fees as calculated in Exhibit A (Fees and Payment). Any amendment (including add-ons) to and/or renewal(s) of the Fees after the Effective Date shall be in the form of a service order executed by the Parties (each, a "**Service Order**"). Once executed by the Parties, a Service Order shall be subject to the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of a Service Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control unless the Service Order explicitly states otherwise.

4.2 Taxes. As between Transcarent and Employer, Employer is solely responsible for any Taxes assessable by any jurisdiction whatsoever arising from Participants access to and use of the Services. The Taxes, if applicable, will be separately identified on an invoice and will be payable in accordance with the applicable terms of this Agreement.

5. INFORMATIONAL MATERIALS, MARKETING MATERIALS, AND USE OF MARKS

5.1 Informational Materials for Eligible Participants; Additional Marketing Materials. Throughout the Term, Employer hereby directs Transcarent to develop and provide to Eligible Participants the Informational Materials proactively on Employer's or Plan's (as applicable), behalf. In addition to the Informational Materials, Transcarent may develop Marketing Materials for publicity purposes to inform Eligible Participants of Transcarent Services. Employer or Plan, as applicable, will confirm that appropriate permissions are in place for Transcarent to contact Eligible Participants on Employer's or Plan's (as applicable) behalf using Participant Data and alert Transcarent to any relevant permissions that have been revoked or restricted. Employer will collaborate with Transcarent in its efforts under this Section 5.1 by providing current contact information for Eligible Participants within a reasonable time, upon request; provided that Transcarent may use contact information within Eligibility Files to communicate with Eligible



Participants and Participants. The Informational Materials and Marketing Materials derive from proprietary intellectual property of Transcarent and are therefore owned by Transcarent. Once final versions of the Informational Materials and Marketing Materials are provided, Transcarent hereby grants Employer a non-exclusive license to use the Informational Materials and Marketing Materials during the Term and solely for their intended purpose(s). Employer may sublicense the Informational Materials and Marketing Materials to its Representatives that have a need to use the Informational Materials and Marketing Materials for purposes of aiding Employer in its responsibilities under this Agreement, provided that such sublicense shall restrict Employer's Representatives from modifying or incorporating the Informational Materials and Marketing Materials into the Representative's own materials, or otherwise using Transcarent's Marks, unless such Representative enters into a separate license agreement with Transcarent. The Plan receives no financial remuneration in exchange for Informational Materials provided to Eligible Participants or Marketing Materials used by Employer and/or Plan.

5.2 Use of Marks. Each Party hereby grants the other a non-exclusive, non-transferable (except as otherwise set forth in Section 12.13 (Assignment) below), limited license during the Term to use its Marks in conjunction with the Informational Materials and Marketing Materials, in each case, solely for their intended purpose(s). Further, Employer hereby grants to Transcarent a non-exclusive, non-transferable (except as otherwise set forth in Section 12.13 (Assignment) below), limited license during the Term to use Employer's Marks in a publicly available list of Transcarent's customers. Any use of a Party's Marks will be in accordance with the Mark holder's then-current trademark guidelines, as may be updated by the Mark holder from time to time. Each Party agrees to modify or correct its usage of the other Party's Marks in a timely manner upon reasonable written request of the Mark holder.

5.3 No Other Use of Marks. Except as may be expressly provided herein and as necessary to operate and perform the Services, neither Party will use the other Party's Marks for any other purpose, including in a manner that implies that the Party's products and services are affiliated with the other Party. Use of another Party's Marks on Informational Materials and Marketing Materials will in no way transfer any rights to the Informational Materials or Marketing Materials to such other Party, except to the extent the other Party retains all rights in its own Marks. Each Party agrees not to register any other Party's Marks, or Marks confusingly similar to those Marks, including, in the case of Transcarent, those Marks used to identify the Services, in the same trademark class, in any jurisdiction.

6. TERM AND TERMINATION; SUSPENSION OF SERVICES

6.1 Term. The term of this Agreement will begin on the Effective Date and expire upon the expiration date of the Subscription Period ("**Term**"), unless terminated earlier in accordance with this Section 6. This Agreement may be renewed upon execution of a renewal addendum signed by both Parties, subject to adjusted pricing.

6.2 Termination for Cause. Either Party may terminate this Agreement at any time upon written notice to the other Party in the event of a material breach of this Agreement by the other Party if such breach is not cured by the breaching Party within 30 days after receipt of written notice of such breach from the non-breaching Party.

6.3 Suspension of a Participant's Access to Services. Transcarent will have the right to suspend a Participant's access to and use of the Services, including, for the avoidance of doubt, access to and use of all elements of the Services, in the case of any breach of Sections 3



(Employer Obligations), 4 (Fees and Payment), or 7 (Confidentiality) by Employer or any third party authorized by Employer to perform activities on Employer's behalf, or if Transcarent reasonably concludes that use of the Services is in danger of causing immediate risk or harm to the Platform, Transcarent, Employer, any Provider, a Participant, any Transcarent user, Participant Data, or PHI, in which case Transcarent will determine whether the Employer should be notified of the suspension. Further, if any amount owed by Employer pursuant to this Agreement is 60 days or more past due, Transcarent may, upon five business days' prior notice, and without limiting its other rights and remedies, suspend the provision of and access to the Services by Participants until such amounts are paid in full. Transcarent will not be liable to Employer, a Participant, or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension of the Services in compliance with the terms and conditions set forth in this Section 6.3.

6.4 Survival. The terms, conditions, covenants, obligations, representations, warranties, disclaimers, limitations, and restrictions set forth in this Agreement that, by their sense and context, are intended to survive the performance of this Agreement will survive the expiration or earlier termination of this Agreement. For the avoidance of doubt, any and all payment obligations that accrue to Transcarent pursuant to this Agreement prior to the effective date of its expiration or earlier termination are intended to survive. Further, the Parties intend the following Sections of this Agreement to survive the expiration or earlier termination of this Agreement, regardless of the context: 2.1.1 (Plan Documents Provided by Transcarent) (except the obligation to provide Plan Documents), 2.1.3 (Rendering of the Medical Services by Providers), 2.2.1 (General), 2.2.4 (Business Associate Agreement), 3.1 (Restrictions on Employer's Rights to Use the Services and Participant Data), 3.3 (Transcarent Property), 4 (Fees and Payment), 5.3 (No Other Use of Marks), 6.4 (Survival), 6.5 (Effect of Termination), and 7 (Confidentiality) through 12 (Additional Terms).

6.5 Effect of Termination. Upon termination or expiration of this Agreement for any reason, (a) Transcarent will not be obligated to perform or otherwise make accessible the Services after the effective date of such termination or expiration, and (b) Employer shall pay Transcarent all Fees that, pursuant to this Agreement, have accrued prior to the date of such termination or expiration, except for amounts, if any, that are the subject of a bona fide dispute expressed by Employer to Transcarent in writing.

7. CONFIDENTIALITY

7.1 Protection of Confidential Information. The Recipient will (a) not disclose, publish, release, transfer, or otherwise make available the Discloser's Confidential Information in any form to, or for the use or benefit of, any person or entity, except as permitted in Section 7.3 (Permitted or Required Disclosures), without the Discloser's written consent, and (b) secure and protect the Discloser's Confidential Information from unauthorized use or disclosure by using at least the same degree of care as the Recipient employs to avoid unauthorized use or disclosure of its own most sensitive, non-public information, but in no event less than reasonable care. Each Party will advise its personnel of the confidentiality standards imposed upon them pursuant to the terms of this Agreement. Further, each Party will have written obligations in place (either directly or indirectly through their respective employers) with all personnel to keep the Confidential Information in confidence.

7.2 Exclusions. Confidential Information does not include information that Recipient can show through tangible evidence (a) was in Recipient's possession before receipt from



Discloser; (b) is independently developed or acquired by or for Recipient without use of or reference to Discloser's Confidential Information; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is or becomes available to the public through no fault of Recipient.

7.3 Permitted or Required Disclosures. Each Recipient may disclose relevant aspects of Discloser's Confidential Information to its Representatives that are under written obligations of confidentiality at least as restrictive as those set forth in this Agreement, and to the extent that such disclosures are reasonably necessary for the performance of its duties and obligations pursuant to this Agreement or enforcement of its rights. Further, a Recipient may disclose the terms of this Agreement to a potential acquirer or investor (including its legal and financial advisors) as long as such third parties are under written obligations of confidentiality at least as restrictive as those set forth in this Agreement. Each Recipient will take reasonable measures to ensure that Discloser's Confidential Information is not disclosed or duplicated in contravention of the provisions of this Agreement by such Representatives, potential acquirers, and investors. The Parties' respective obligations will not restrict any disclosure required by law; provided, however, that (a) the Recipient shall give advance notice of such disclosure requirement to the Discloser (to the extent legally permissible) and give the Discloser reasonable opportunity to object to and contest such disclosure, including seeking a protective order or other appropriate remedy; and (b) the Recipient shall (i) take reasonable action necessary to not disclose the Discloser's Confidential Information that is not required to be disclosed to satisfy any legal requirement (including through redaction of sensitive commercial information, including key terms of this Agreement, or otherwise), (ii) shall use reasonable efforts to secure confidential treatment of any such information that is required to be disclosed, and (iii) shall maintain the confidentiality of any Confidential Information disclosed pursuant to law in all other instances.

7.4 Return or Destruction. Upon expiration or earlier termination of the Agreement, or upon written request by the Discloser, the Recipient, within seven (7) days, will, in the case of tangible objects, promptly return to the Discloser or, for all other Confidential Information, destroy all Confidential Information in its possession and provide a certificate of destruction upon request of the Discloser; provided, however, that the Recipient may retain copies of the Confidential Information as required in accordance with its or their respective legal, compliance and/or automated backup archiving practices. Notwithstanding the foregoing, the Parties acknowledge that latent data in routine back-up systems shall be subject to destruction by the Recipient in the ordinary course provided that such data remains inaccessible without use of computer forensics techniques until destroyed. The Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

7.5 Feedback. Transcarent has not agreed to and does not agree to treat as confidential any Feedback, and nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Transcarent's right to use, profit from, disclose, publish, or otherwise exploit any Feedback, without compensation or other obligation to Employer, or provide Employer with any rights in the Services.

7.6 Injunctive Relief. The Parties agree that any breach of this Section 7 by the other Party may cause irreparable injury not adequately compensable with monetary damages. Accordingly, in addition to any rights otherwise available at law, in equity, or by statute, the non-breaching Party is entitled to seek injunctive and other equitable relief without the need to secure a bond.



7.7 Survival. The confidentiality obligations set forth in this Section 7 shall survive the expiration or early termination of this Agreement for a period of five (5) years thereafter.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that (a) it has duly authorized the execution, delivery, and performance of this Agreement, and such authorization is in full force and effect; and (b) it shall comply with applicable laws regarding its performance under this Agreement.

8.2 Representations, Warranties, and Additional Responsibilities by Transcarent. Transcarent represents and warrants to Employer that (a) it is the owner of the Platform and of each and every component thereof, and that it has and will maintain the full power and authority to grant the subscription license and other rights granted in this Agreement without the further consent of any third party; and (b) it requires 98point6 Physicians PC to (i) ensure Providers are licensed and credentialed in accordance with applicable law and using industry-standard practices; (ii) perform appropriate background checks of all Providers; and (iii) ensure that no Provider has been suspended, excluded, or debarred from participation in Medicare, Medicaid, or any other federal or state healthcare program.

8.3 Representations, Warranties, and Additional Responsibilities by Employer. Employer represents and warrants to Transcarent that (a) it is responsible for the design, maintenance, and legal compliance of the Plan, including but not limited to HIPAA, ERISA, and the ACA; and (b) it shall provide a complete and accurate Eligibility File and that any information, including the Eligibility File, it has given or will give Transcarent in connection with the Parties' performance of this Agreement is, to the best of the Employer's knowledge, complete and accurate.

8.4 Warranty Disclaimers. Except for the limited warranties expressly set forth in this Section 8, the Services (including the Platform and any Medical Services provided in connection therewith) are provided strictly on an "as is" and "as available" basis without warranty of any kind, express, implied, or statutory. Transcarent specifically disclaims, all other warranties whether express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, Employer specifically acknowledges that Transcarent and its licensors make no warranty that the Services will meet Employer's or Participants' requirements or be error-free or without interruption; that all errors will be corrected; that the Services will be free of vulnerability to intrusion or attack; or that Employer's or Participants' specific requirements will be satisfied. Employer acknowledges that Transcarent does not control the transfer of information or data over Communication Systems, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such Communication Systems. Transcarent will not be liable for any alteration, theft, destruction, or loss of Employer's or Participants' information, data, files, or programs as a result thereof, except to the extent such alteration, theft, destruction, or loss results from intentional misconduct on the part of Transcarent or its personnel.

9. INDEMNIFICATION

9.1 General. Each Indemnifying Party will indemnify, defend, and hold harmless the other Party's Indemnitees from and against any and all Third-Party Claims that are incurred or suffered by Indemnified Parties arising out of or resulting from (a) any breach by the Indemnifying



Party of its representations or warranties under this Agreement; (b) violation of applicable law by the Indemnifying Party; (c) an Indemnifying Party's negligence, gross negligence or fraudulent, criminal or willful and intentional misconduct in connection with the Agreement; (d) bodily injury, including death, or damage to tangible personal or real property to the extent caused by negligent or willful acts or omissions of the Indemnifying Party's personnel or agents in connection with the performance or receipt of the Services; or (e) a claim or allegation that the Services (in the case of Transcarent) when used as permitted under this Agreement, or a Party's Proprietary Rights (defined as "any and all worldwide intellectual or proprietary property owned or properly licensed by a Party, and all intellectual or proprietary property rights subsumed therein, including patent rights, copyright rights, Marks, trade secret rights, rights of publicity, rights of privacy and moral rights") infringe any patent, copyright or trademark or misappropriate any trade secret or infringe on any other property right of such third party.

9.2 Responsibility for Plan-Related Third-Party Claims, Penalties, and Failure to Comply. Notwithstanding anything to the contrary set forth in Section 9.1 (General), Employer is responsible under this Agreement for defending any and all Plan-Related Third-Party Claims against Employer or Transcarent (or Transcarent Indemnitees). Employer's obligations to defend Plan-Related Third-Party Claims under this Section 9.2 shall not affect any Transcarent obligation to indemnify Employer for losses in connection with Third-Party Claims in Section 9.1. To the extent Transcarent is not responsible for losses under this Section 9 (e.g., Eligible Participant, Participant, or government agency claims related to Plan design or Plan administration, claims resulting from Employer's breach of fiduciary duty, etc.), Employer shall indemnify, defend and hold Transcarent (and Transcarent Indemnitees) from and against (a) any Plan-Related Third-Party Claims, (b) Employer's failure to comply with Transcarent program requirements as stated in this Agreement, and (c) any penalties, taxes, judgments, or expenses assessed against Employer, Eligible Participants, Participants, or other Plan beneficiaries as a result of the Plan, the Plan design, or any decisions related thereto, and shall pay all losses incurred by Transcarent in connection therewith.

9.3 Indemnity Obligations. Indemnifying Party's indemnification obligations under this Section 9 are conditioned upon Indemnitees (a) promptly (e.g., delivered timely so as to avoid prejudicing the Indemnifying Party's obligations under Sections 9.1 and 9.2) notifying Indemnifying Party in writing of the Third-Party Claim or Plan-Related Third-Party Claim; (b) granting Indemnifying Party sole control of the defense and settlement of the Third-Party Claim or Plan-Related Third-Party Claim, provided any such settlement does not bind the Indemnitees to pay any monetary amounts or admit to any wrongdoing; and (iii) providing Indemnifying Party, at Indemnifying Party's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Third-Party Claim or Plan-Related Third-Party Claim. For the avoidance of doubt, the Indemnifying Party's duty to defend is independent of its duty to indemnify.

10. LIMITATIONS ON LIABILITY

10.1 Inclusion and Exclusion of Liability. Except for (a) a Party's breach of the limitations and restrictions set forth in Section 5 (Informational Materials, Marketing Materials, and Use of Marks); (b) a Party's breach of its confidentiality obligations set forth in Section 7 (Confidentiality); (c) a Party's indemnification obligations pursuant to Section 9 (Indemnification); and (d) Employer's breach of the limitations and restrictions set forth in Sections 3.1 (Restrictions on Employer's Rights to Use the Services and Participant Data) and 3.3 (Transcarent Property), in no event shall:



(i) either Party be liable, whether under contract, warranty, indemnity, tort, statute, or other legal theory, for special, incidental, consequential, or indirect damages, including loss of business, loss of data, and the cost of procuring substitute products or services, whether or not it has been advised or is aware of the possibility of such damages; or

(ii) Transcarent be liable to Employer or to any Participant for any action or claim alleging misrepresentation, misappropriation, or infringement based upon (a) any use of the Services, or a component thereof, in a manner other than as specified by Transcarent in this Agreement; (b) any use of the Services in a combination with other services, equipment, devices, software, systems, or data not supplied by Transcarent, to the extent such action or claim would not have arisen but for such combination; or (c) any alteration, modification, or customization of the Services, or a component thereof, by any person other than Transcarent (without written authorization from Transcarent), to the extent such action or claim would not have arisen but for such alteration, modification, or customization.

10.2 Liability Cap. Transcarent will not be liable for any damages in an aggregate amount exceeding the amount actually paid and due and payable by Employer to Transcarent hereunder for the Services giving rise to such liability during the 12 months immediately preceding the accrual of such liability.

11. INSURANCE DISCLAIMERS; MEDICAL SERVICE FEES

11.1 No Provision of Medical Insurance. Neither Transcarent, Providers, nor the products and services provided by them are insurance. Neither Transcarent nor Providers are engaged in the business of insurance and this Agreement will not be deemed to be a contract for insurance. The Fees and other remuneration, if any, paid to or otherwise earned by Transcarent do not cover the rendering of the Medical Services, whether the Medical Services are deemed by a Participant or other third party to have been rendered by Transcarent or Providers. The Fees and other remuneration, if any, paid to or otherwise earned by Transcarent cover only the design, development, hosting, operation, and maintenance of the Platform made available to Participants. The fees and other remuneration, if any, paid to or otherwise earned by Providers cover only the rendering of Medical Services to Participants by such Providers. For the avoidance of doubt, the Fees and other remuneration, if any, paid by Employer to Transcarent do not cover the costs of or other expenses associated with any diagnostic tests, prescription medications, or medical devices or any specialty medical services rendered by any third party.

11.2 Medical Service Fees and Exemptions. Employer acknowledges the following concerning the costs, limitations, and exemptions for certain classes of Participants that may receive Medical Services via the Platform:

11.2.1 Participants without Qualified HSAs. For Participants that Employer indicates do not have a HDHP that qualifies for HSA contributions, the cost of receiving the Medical Services is included in the Fees, which will be allocated by Transcarent to Providers as necessary or advisable. Medical Services will be limited to 36 visits per non-HSA Participant per calendar year. If a non-HSA Participant reaches the limit of 36 visits, they will be charged a per-visit fee for Medical Services of \$5 per visit in excess of 36 visits. The per-visit fee is subject to annual review and adjustments, including potential waiver in accordance with applicable law.



11.2.2 Qualified HSA Participants. For Participants that Employer indicates do have a qualified HDHP/HSA, the cost of receiving the Medical Services is the FMV of the Medical Services. Qualified HSA Participants will be charged a per-visit fee for Medical Services based on FMV. FMV is currently calculated at \$5 per visit, subject to periodic review and adjustments, including potential waiver in accordance with applicable law. However, if Employer provides an HDHP that is not coupled with an HSA, the FMV per visit fee will not apply and the Participants may receive the Medical Services in accordance with Section 11.2.1 (Participants without Qualified HSAs).

12. ADDITIONAL TERMS

12.1 Insurance.

12.1.1 Transcarent Insurance. Transcarent will at all times during the Term of this Agreement maintain, and require Transcarent Physicians PC to maintain, the following policies of insurance: Commercial General Liability, Commercial Automobile Liability, Workers Compensation, Technology Errors and Omission Liability and Cyber Liability (such policies shall cover common law claims, breach notification expenses, identity theft protection and credit monitoring, data theft, and, where insurable by law, coverage related to fines and penalties associated with the violation of state or federal information privacy and security laws and regulations), and Umbrella Excess Liability. Transcarent shall maintain the appropriate scope of coverage and policy limits consistent with industry standards and best practices for the relevant type of Services Transcarent provides, in an amount sufficient to fulfill its obligations under this Agreement. Further, Transcarent shall ensure that Providers are contractually obligated to maintain professional liability insurance with limits and coverage that are consistent with the professional liability limits and coverage generally obtained by similar physicians or other medical providers, as applicable, in the state in which such Provider renders Medical Services.

12.1.2 Employer Insurance. Employer will at all times during the Term of this Agreement, at its own expense, maintain the following policies of insurance or maintain sufficient reserves to self-insure for: Commercial General Liability, Worker's Compensation and Employer's Liability Insurance, Commercial Automobile Liability, and Umbrella Excess Liability coverage. Employer shall maintain the appropriate scope of coverage and policy limits or maintain sufficient reserves to self-insure, consistent with industry standards and best practices for the relevant type and size of Employer, in an amount sufficient to fulfill its obligations under this Agreement.

12.1.3 As applicable, each Party shall ensure that all insurance policies required pursuant to this Section 12.1:

(i) will not be canceled, non-renewed or the limits of coverage materially reduced without at least 30 days' prior written notice to the other Party, unless such policy is to be replaced by coverage of like coverage limits, kind and substance; and

(ii) be issued by insurance companies with a Best's Rating of no less than A-VII.



12.1.4 Upon request, each Party will furnish the other Party with a certificate of insurance evidencing the above coverage. This Section 12.1 shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other harmless under this Agreement).

12.2 Independent Contractor. Nothing in this Agreement will make Employer, Transcarent, or Providers partners, co-venturers, or otherwise associated in or with the business of the other. Transcarent and Providers are and shall always remain independent contractors with respect to Employer. No Parties shall be liable for any debts, accounts, obligations, or other liabilities of another Party, its employees, or other agents. This Agreement does not authorize any Party to incur debts nor other obligations of any kind on the part of or as agent for the other except as may be specifically authorized in writing for a particular instance or an authorized series of instances.

12.3 Notices. All notices required hereunder shall be in writing and shall be delivered (a) by email; or (b) by certified mail, postage prepaid, return receipt requested; or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Notice by email shall be sent to the email addresses set forth in this Section 12.3, and notice delivered by certified mail or courier should be sent to the addresses set forth in the introductory paragraph of this Agreement.

Notice Email for Employer: dvigness@yellowstonecountymt.gov

Notice Email for Transcarent: legal@transcarent.com

Notice given pursuant to this Section 12.3 shall be deemed received (a) upon receipt of a reply email sent to the email address for the sender set forth above, other than an automated response and provided that, in the subject line of the email, the sender includes the following text "LEGAL – RESPONSE REQUIRED"; or (b) two business days after sending via certified or registered mail; or (c) one business day after deposit with an overnight courier service. A Party may change its address for the purpose of this Agreement by giving the other Party written notice of its new address pursuant to the terms and conditions of this Section 12.3.

12.4 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to any choice of law statute, rule, or precedent that would apply the law of any other jurisdiction.

12.5 Jurisdiction; Venue. Each Party irrevocably agrees to bring any legal action, suit, or other proceeding in any way arising out of this Agreement solely and exclusively in the state and federal courts located in Delaware, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally, with respect to any action, suit, or proceeding brought by it or against it by the other Party.

12.6 Entire Agreement. This Agreement, together with the Exhibits, constitutes the complete and integrated agreement between the Parties concerning the subject matter hereof. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any exhibit, the terms and conditions of the Agreement shall control unless the exhibit explicitly states otherwise, provided that the terms and conditions of the BAA will govern and control over the Agreement.



12.7 Amendment. Except as otherwise expressly provided herein, this Agreement may not be amended or supplemented, nor any of the provisions hereof waived, except by a written instrument signed by each of the Parties.

12.8 Contract Modifications for Legal Events. If (a) the Parties agree that this Agreement or any material provision of this Agreement is likely to violate any applicable local, state, or federal law, rule, or regulation, either on its face or as a result of judicial, administrative, or a regulatory agency interpretation; or (b) in the opinion of legal counsel selected mutually between the Parties, this Agreement or any material provision of this Agreement is likely to materially violate any such law, rule, or regulation, then the Parties shall immediately enter into good faith negotiations to amend this Agreement so that it will not be likely to materially violate any such law, rule, or regulation in the future and otherwise maintain as closely as possible the relative legal and economic positions of the Parties. If a court of competent jurisdiction or regulatory agency compels or requires a Party hereto to refrain from performing this Agreement or any provision hereof, or a Party's performance hereunder directly violates any court or regulatory or administrative body order directed at such Party, then, to the extent necessary to comply with such court or regulatory or administrative body order, this Agreement or the applicable provision hereof shall be deemed suspended. In no event shall such suspension be construed to relieve either Party's obligation under this Section 12.8 and the Parties will immediately commence good faith negotiations to amend this Agreement so that it will not materially violate the applicable order and otherwise maintain, as closely as possible, the relative legal and economic positions of the Parties.

12.9 Waiver. The failure of any Party to give notice of non-performance, breach, or termination, or to otherwise enforce any rights hereunder, shall not constitute a waiver of any terms or conditions of this Agreement. Further, a waiver by any Party of any requirement of this Agreement shall not be construed as a continuing waiver, a waiver of any other requirement, or a waiver of any right or remedy otherwise available.

12.10 Interpretation; Language. Each Party acknowledges that, in accepting this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that it has read and understood all of the terms and conditions set forth in this Agreement. As such, no ambiguity found to exist in the language of this Agreement will be construed against either Party based upon a claim that the other Party drafted the ambiguous language. Also, this Agreement is in the English language, which language will be controlling, even if interpretations of this Agreement in other languages are made. The titles, captions, and headings contained in this Agreement are inserted only as a matter of convenience or for reference and will not be used to construe or interpret this Agreement. The word "or" is not exclusive, and the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Whenever required by context, a singular term will include the plural, the plural term will include the singular, and the gender of any pronoun will include all genders.

12.11 Severability. If any provision of this Agreement is adjudged to be invalid, void, or unenforceable, the Parties agree that the remaining provisions of this Agreement shall not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the Parties, and that this Agreement shall in any event otherwise remain valid and enforceable.



12.12 Subcontracting and Delegation. In recognition of the Parties' status as independent contractors, each Party will be responsible for the means and manner in which they perform their respective obligations under this Agreement and may subcontract or delegate the performance of their respective obligations and receive the rights hereunder, including performance or receipt of any portion of the Services by contractors authorized to act on their behalf, in each case, without the consent of the other Party. Each Party agrees that it shall be responsible and liable for the performance of third parties working on its behalf, and will require such third parties to comply with applicable terms and conditions of this Agreement.

12.13 Assignment. Subject to the exceptions listed herein, neither this Agreement nor any rights granted by this Agreement may be assigned or otherwise transferred by any Party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other Party, provided that such consent will not be unreasonably withheld, delayed, or conditioned; and provided, further, that no consent shall be required for an assignment or transfer to a purchaser of all or substantially all assets related to this Agreement, or to a third party participating in a merger, acquisition, sale of assets, or other corporate reorganization in which the assigning Party is participating. Any assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

12.14 Force Majeure; Performance Exclusion. In no event shall either Party be deemed in default hereunder based on delay in, or failure of, performance (other than the payment of money) if caused by a Force Majeure Event. If the Force Majeure Event continues for sixty (60) or more days or occurs for more than 60 days in any three-month period, then either Party is entitled to terminate this Agreement by giving written notice to the other Party. The termination right offered by this Section 12.14 is the exclusive remedy available with respect to the delays described in this Section.

12.15 Third-Party Beneficiaries. This Agreement is for the benefit of the Parties. Nothing in this Agreement confers on any person or entity other than the Parties any rights, remedies, obligations, or liabilities. No third party shall be considered a third-party beneficiary under this Agreement.

12.16 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument, with the same effect as though such signatures were on the same instrument. This Agreement shall be effective upon full execution by pdf or original or electronic signature (such as DocuSign), and such signature shall be deemed to be and shall be as effective as an original signature.

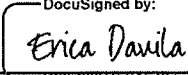
[Signature Page Follows]



In witness whereof, and with the intent to be bound hereby, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

Transcarent, LLC

Yellowstone County

By: 
 DocuSigned by: Erica Davila
D06D00B4F6AF497...

By: _____

Name: Erica Davila

Name: _____

Title: General Counsel

Title: _____

Date: 4/19/2024

Date: _____



EXHIBIT A FEES AND PAYMENT

1. **DEFINITIONS.** The following definitions shall apply to this Exhibit A. Any capitalized terms used in this Exhibit A but not defined herein shall have the meaning ascribed to them in Section 1 (Definitions) of the Agreement.

- a. “**Subscription Commencement Date**” means July 1, 2024.
- b. “**Subscription Period**” shall commence on the Subscription Commencement Date and expire after 12 months.

2. **FEES CALCULATION.** Fees will be calculated pursuant to the following table:

Primary Care Fees					
A	B	C	D	E	F
Subscription Period	Estimated Number of Eligible Participants	Fees per Eligible Participants per month	Fees per month (B x C)	Estimated Annual Fees (D x 12 months)	Initial Invoice Date
12 months 7/1/2024 – 6/30/2025	1270	\$1.20	\$1,524	\$18,288	8/1/2024

3. **CHANGES IN TOTAL NUMBER OF ELIGIBLE PARTICIPANTS.** The Fees above are based upon the total number of Eligible Participants as of the Effective Date. Employer shall send Eligibility Files to Transcarent on a mutually agreeable cadence. The total number of Eligible Participants may be increased up to a maximum of 10% before a fee is assessed. After the total number of Eligible Participants increases above 10%, Employer will be invoiced a fee for the total amount of additional Eligible Participants at Employer's current per Eligible Participant per month rate times the remaining months in the current invoicing cycle (the “**Increase Fee**”). Invoices for subsequent invoicing cycles will account for the new total number of Eligible Participants. No further Increase Fees shall be invoiced until the new total number of Eligible Participants increases by more than 10% again. Further, this Exhibit A includes an estimate for Eligible Participants. If the number of Eligible Participants increases after execution of the Agreement, Transcarent reserves the right to invoice Employer based upon the number of Eligible Participants listed on the Eligibility File as of the Subscription Commencement Date.

4. **PAYMENT TERMS.** For the first invoicing cycle of the Subscription Period, Fees are due upon execution of the Agreement, net 30. Fees for each successive invoicing cycle of the Subscription Period shall be due on the anniversary of the Subscription Commencement Date, net 30. Any Increase Fees shall be invoiced upon each notification of an increase above 10% of the total number of Eligible Participants. Late payments by Employer are subject to a service charge of the lesser of 1.5% per month or the maximum legal rate, determined and compounded. Billing contact information is as follows:

Name: Dwight Vigness, CHRO
 Email: dvigness@yellowstonecounty.mt.gov
 Phone: (406) 256-2705

5. **RENEWAL FEES.** Fees in this Exhibit A are subject to change upon renewal.



EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**BAA**") is entered into by and between Transcarent, LLC ("**Business Associate**") and Employer ("**Plan Sponsor**") for and on behalf of the Plan ("**Covered Entity**") to permit Business Associate to create, receive, maintain, and transmit PHI (as defined in the Agreement executed between Business Associate and Plan Sponsor (the "**Subscription Agreement**")) transferred by Plan Sponsor to Business Associate for or on behalf of Covered Entity, so that Business Associate may render the Services (as defined in the Subscription Agreement). This BAA shall be effective as of the Effective Date of the Subscription Agreement and is incorporated therein by reference.

1. DEFINITIONS

For purposes of this BAA, capitalized terms used but not otherwise defined in this BAA have the meaning ascribed to such terms in the Subscription Agreement or in the final regulations relating to privacy and security of individually identifiable health information at 45 CFR Parts 160, 162, and 164 implementing HIPAA and the HITECH Act. For purposes of this BAA only (and not the Subscription Agreement), the following terms have the meanings set forth in this Section 1:

"**Breach Notification Rule**" means the final regulatory provisions set forth at 45 CFR Parts 160 and 164, Subparts A and D.

"**Business Associate**" has the meaning set forth in the first paragraph of this BAA.

"**Compliance Date**" means the later of (a) the date that compliance is required under the relevant provision of the HIPAA Rules, and (b) the date this BAA takes effect between the Parties.

"**Covered Entity**" has the meaning set forth in the first paragraph of this BAA.

"**Electronic Protected Health Information**" or "**ePHI**" means electronic PHI, as defined in 45 CFR § 160.103, but limited to the ePHI created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity pursuant to the Subscription Agreement.

"**Individual**" has the meaning ascribed to that term under HIPAA, as well as a person who qualifies as a personal representative in accordance with HIPAA, but will be limited to persons who are Participants in, or Eligible Participants seeking to become enrolled in, or were Participants previously enrolled in a Plan.

"**Internal Material**" means Business Associate's documented internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity.

"**Plan Sponsor**" has the meaning set forth in the first paragraph of this BAA.

"**Privacy Rule**" means final regulatory provisions set forth at 45 CFR Parts 160 and 164, Subparts A and E.

"**Security Rule**" means final regulatory provisions set forth at 45 CFR Parts 160 and 164, Subparts A and C.



“Subscription Agreement” has the meaning set forth in the first paragraph of this BAA.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Use of PHI. Business Associate agrees not to use or disclose PHI other than as necessary to perform the Services, as permitted or required by this BAA, or as Required by Law.

2.2 Safeguards; Compliance with the Security Rule. Business Associate agrees (a) to use appropriate safeguards to (i) prevent use or disclosure of PHI other than as permitted by this BAA and (ii) appropriately protect the confidentiality, integrity, and availability of PHI; and (b) to comply, where applicable, with the Security Rule with respect to ePHI.

2.3 Reporting Unauthorized Use or Disclosure. Business Associate agrees to report to Covered Entity any use or disclosure of PHI that is not permitted by this BAA, including any successful Security Incident and any Breach of Unsecured PHI. Any such report shall be made without unreasonable delay, but in no event beyond 30 calendar days after Business Associate discovers such use or disclosure, unless law enforcement requests a delay in such notice as permitted under 45 CFR § 164.412. Following notice to Covered Entity of any Breach of Unsecured PHI, Business Associate will provide information required by 45 CFR § 164.404(c), if available, that would permit Covered Entity to comply with its notice obligations. Business Associate is under no other obligation to make any report of a Breach of Unsecured PHI, including to any individual, state, federal, or other government agency or attorney general, or the media on behalf of Covered Entity.

2.4 Unsuccessful Security Incidents. Covered Entity and Business Associate acknowledge and agree that unsuccessful Security Incidents include but are not limited to: (a) unsuccessful attempts to penetrate computer networks or assets maintained by Business Associate; (b) immaterial incidents such as “pinging” or “denial of services” attacks, port scans, and unsuccessful log-on attempts; and (c) any combination of the foregoing, as long as no such incident results in unauthorized access, use, or disclosure of PHI. This Section 2.4 hereby constitutes notice to Covered Entity, and no further notification is required regarding unsuccessful Security Incidents.

2.5 Compliance by Subcontractors. Business Associate and Covered Entity each agree to ensure that any of their respective Subcontractors that create, receive, maintain or transmit PHI for or on behalf of Business Associate or Covered Entity agree in writing to comply with the Security Rule and substantially similar restrictions and conditions to those that apply through this BAA with respect to such PHI or ePHI.

2.6 Requests by the Secretary. Upon request by the Secretary, Business Associate agrees to make available to the Secretary Business Associate’s Internal Material for use by the Secretary in determining whether Covered Entity or Business Associate is in compliance with HIPAA.

2.7 Documentation of Disclosures. Business Associate agrees to document any disclosures of PHI as required under 45 CFR § 164.528 and to provide to Covered Entity, within 30 calendar days after receipt of a written request from Covered Entity, information related to such disclosures as is necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.



2.8 Designated Record Set. The Services provided by Business Associate will not require the creation or maintenance of a Designated Record Set in providing the Services. If the scope of the Services changes in the future as documented in amendments or updates to the Subscription Agreement and Business Associate begins creating or maintaining a Designated Record Set, Business Associate will comply with the requirements to provide PHI to Covered Entity in response to a request under 45 CFR § 164.524 and incorporate any amendments required under 45 CFR § 164.526.

2.9 Compliance with the Privacy Rule. To the extent that Business Associate has agreed to carry out any of Covered Entity's obligations under the Privacy Rule in the Subscription Agreement, Business Associate will comply with the requirements of the Privacy Rule that would apply to Covered Entity in the performance of such obligations.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 Performance of Services. Except as otherwise permitted or limited by this BAA, Business Associate may use or disclose PHI to perform the Services to or on behalf of Covered Entity, provided that such use or disclosure would not violate the HIPAA if made by Covered Entity.

3.2 Use and Disclosure for Management and Administration; Legal Responsibilities. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that for disclosures (a) such disclosures are Required by Law, or (b) Business Associate obtains reasonable assurances from the recipient of the PHI that: (i) the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the recipient; and (ii) the recipient will notify Business Associate of any instances of which the recipient is aware in which the confidentiality of the PHI has been breached. Any disclosure of PHI by Business Associate under this provision will not create a Subcontractor relationship with the entity to which the disclosure is made and Business Associate will not be required to obtain a business associate agreement with such entity.

3.3 Permitted by HIPAA. Business Associate may disclose PHI for any purpose described in 45 CFR § 164.512 and to report violations of law to state and federal authorities pursuant to 45 CFR § 164.502(j).

4. OBLIGATIONS OF COVERED ENTITY

4.1 Disclosures Generally. Except as otherwise provided in this BAA, the Covered Entity will not request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if made by the Covered Entity.

4.2 Disclosures to Covered Entity or Third Parties. To the extent Covered Entity requests that Business Associate disclose PHI either to Covered Entity or to a third-party business associate acting for the Covered Entity, Covered Entity represents that:

- i. It will only request PHI for the purposes of Treatment, Payment, or Health Care Operations, or another permitted purpose under the Privacy Rule;
- ii. The information requested is the minimum necessary to achieve the purpose of the disclosure; and



- iii. It will only share PHI with third parties, or request Business Associate to share PHI with third parties, with whom Covered Entity has executed a business associate agreement.

4.3 Disclosure to Plan Sponsor. To the extent Covered Entity requests that Business Associate disclose PHI to the Plan Sponsor, Covered Entity and Plan Sponsor each represent and warrant that:

- i. The PHI will only be used for one of the following purposes:
 - a) Plan Administrative functions, as defined by the Privacy Rule, and that the Plan Sponsor has executed the required amendment and certification allowing the disclosure, as set out in the Privacy Rule;
 - b) Enrollment functions, provided the information to be disclosed is limited to enrollment and disenrollment information; or
 - c) To amend, modify, or terminate the Plan, or to obtain premium bids to provide health insurance coverage under the Plan, provided the information to be disclosed is limited to Summary Health Information as defined in the Privacy Rule; and
- ii. The PHI requested is the minimum necessary to achieve the purpose of the disclosure.

4.4 Existing Restrictions and Limitations. Covered Entity shall notify Business Associate of any restrictions or limitations in the Covered Entity's Notice of Privacy Practices, to the extent such restrictions and limitations may affect Business Associate's use or disclosure of PHI.

4.5 Changes in Permissions. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission granted by any Individual to use or disclose PHI, to the extent such changes or revocations may affect Business Associate's use or disclosure of PHI.

4.6 Other Restrictions. Covered Entity shall notify Business Associate of any: (a) restrictions on the use or disclosure of PHI; or (b) requests for confidential communications that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of PHI.

4.7 Contents of Notice. All notifications to Business Associate pursuant to this Section 4 shall include such detail as Business Associate reasonably requires in order to honor the limitations, restrictions, or requests for confidential communications.

5. TERM AND TERMINATION

5.1 Term. This BAA will terminate on the earlier of (a) the date on which the Subscription Agreement terminates, or (b) the date of termination of this BAA for cause or otherwise.

5.2 Termination for Cause. Upon a Party's knowledge of a breach of a material term of this BAA by the other Party, the non-breaching Party shall notify the breaching Party of such breach and (a) provide an opportunity for the breaching Party to cure the breach and, if the breaching Party does not cure the breach within 30 days after the non-breaching Party gives



notice, terminate this BAA; or (b) immediately terminate this BAA if the breaching Party has breached a material term of this BAA and cure is not possible.

5.3 Termination for Legal Events. If Business Associate determines that it is not reasonably able to (a) comply with any final new or amended provision of HIPAA, or (b) accommodate any restrictions or limitations to which Covered Entity has agreed pursuant to Section 4 (Obligations of Covered Entity) of this BAA, Business Associate may terminate this BAA (and the Subscription Agreement) upon notice to Covered Entity.

5.4 Effect of Termination. Business Associate shall extend the protections of this BAA to PHI for so long as Business Associate retains such PHI. The obligations of Covered Entity set forth in Section 4 above will survive the expiration or earlier termination of this BAA. The Parties acknowledge and agree that it is not feasible for Business Associate to return or destroy PHI upon expiration or earlier termination of this BAA or the Subscription Agreement.

6. ADDITIONAL TERMS

6.1 Amendment. Except as otherwise expressly provided herein, this BAA may not be amended or supplemented, nor any of the provisions hereof waived, except by a written instrument signed by Business Associate and Covered Entity. The Parties agree to negotiate in good faith to amend this BAA from time to time as is necessary for Business Associate or Covered Entity to comply with any new requirements of HIPAA and the HITECH Act.

6.2 Notice. All notices required by this BAA shall be in writing and delivered in accordance with the terms and conditions set forth in Section 12.3 (Notices) of the Subscription Agreement.

6.3 Choice of Law. This BAA will be governed by and construed in accordance with the governing law provisions of Section 12.4 (Choice of Law) of the Subscription Agreement, subject to applicable federal law.

6.4 Jurisdiction; Venue. Business Associate and Covered Entity agree that jurisdiction and venue will be as set forth in Section 12.5 (Jurisdiction; Venue) of the Subscription Agreement.

6.5 Waiver. The failure of Business Associate or Covered Entity to give notice of non-performance, breach, or termination, or to otherwise enforce any rights set forth in this BAA, will not constitute a waiver of any terms or conditions of this BAA. Further, a waiver by Business Associate or Covered Entity of any requirement of this BAA shall not be construed as a continuing waiver, a waiver of any other requirement, or a waiver of any right or remedy otherwise available.

6.6 Interpretation. A reference in this BAA to a section in HIPAA means the section as in effect or amended if such amendment is final and the Compliance Date for such amendment has passed. If Business Associate or Covered Entity determines that there is any ambiguity in this BAA, they will discuss the provision(s) in question and will attempt, in good faith, to resolve the ambiguity in a manner that permits Business Associate or Covered Entity to comply with HIPAA and that permits Business Associate to comply with the terms of this BAA and to render the Services.

6.7 Severability. If any provision of this BAA is adjudged to be invalid, void, or unenforceable, Business Associate and Covered Entity agree that the remaining provisions of this



BAA shall not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies their original intention, and that this BAA shall in any event otherwise remain valid and enforceable.

6.8 Assignment. Subject to the exceptions listed herein, neither this BAA nor any rights granted by this BAA may be assigned or otherwise transferred by Business Associate or Covered Entity, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other, provided that such consent will not be unreasonably withheld, delayed, or conditioned; provided, further, that no consent shall be required for an assignment or transfer to a purchaser of all or substantially all assets related to the Subscription Agreement, or a third party participating in a merger, acquisition, sale of assets, or other corporate reorganization in which the assigning party is participating. Any assignment in violation of the foregoing will be null and void. Subject to the foregoing, this BAA will be binding upon and will inure to the benefit of Business Associate and Covered Entity and their respective successors and assigns.

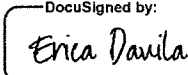
6.9 Third-Party Beneficiaries. This BAA is for the benefit of Business Associate and Covered Entity. Nothing in this BAA confers on any person or entity other than Business Associate and Covered Entity any rights, remedies, obligations, or liabilities. No third party shall be considered a third-party beneficiary under this BAA.

6.10 Counterparts and Electronic Signatures. This BAA may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument, with the same effect as though such signatures were on the same instrument. This BAA shall be effective upon full execution by pdf or original or electronic signature (such as DocuSign), and such signature shall be deemed to be and shall be as effective as an original signature.

In witness whereof, and with the intent to be bound hereby, the Parties have caused this BAA to be executed by their duly authorized officers or representatives as of the Effective Date.

Transcarent, LLC

Yellowstone County

By: 
DocuSigned by: Erica Davila
D06D00B4F6AF497...

By: _____

Name: Erica Davila

Name: _____

Title: General Counsel

Title: _____

Date: 4/19/2024

Date: _____



EXHIBIT C FORM OF SCOPE OF WORK

SCOPE OF WORK [##] to SUBSCRIPTION AGREEMENT

This Scope of Work [##] ("**SOW**") is considered a Scope of Work as defined in that certain Subscription Agreement dated [ENTER EFFECTIVE DATE], as amended from time to time (the "**Agreement**"), executed by and between Transcarent, LLC ("**Transcarent**") and Yellowstone County ("**Employer**"). This SOW is subject to and governed by the terms and conditions of the Agreement. Any capitalized terms used but not defined in this SOW shall have the meaning set forth in the Agreement. The Parties agree to perform this SOW in accordance with the following terms:

1. **SOW Summary Description.** [ENTER SUMMARY OF SOW PURPOSE (e.g. The Parties desire to develop [] for the purpose of achieving [], etc.)]
2. **Roles and Responsibilities.** Each Party agrees to perform its respective roles and responsibilities under this SOW as follows: [ENTER HIGH LEVEL DESCRIPTION/NAME OF THE ROLE/RESPONSIBILITY OF EACH PARTY. DETAILED SPECS SHOULD BE IDENTIFIED IN SECTION 3 BELOW]

NO.	ITEM DESCRIPTION	RESPONSIBLE PARTY / PARTIES	DELIVERABLE / MILESTONE	DUE DATE (MM/DD/YEAR)
A.				
B.				
C.				

3. **Specifications.** [ENTER ANY REQUIRED SPECS FOR ITEMS LISTED ABOVE (note – not all items may require specs)]
 - a. **ITEM [#]:** [ENTER SPECS].
 - b. **ITEM [#]:** [ENTER SPECS].
 - c. **ITEM [#]:** [ENTER SPECS].
4. **Fees.** Employer agrees to pay Transcarent for development and maintenance of the product items under this SOW as outlined below. All fees are due net 30 from receipt of an invoice.



Fees			
Fee Description	Fee Amount	Invoice Frequency	Notes
ITEM [#] [DESCRIPTION]	[\$#.##]	[One-time upon execution of SOW]	
ITEM [#] [DESCRIPTION]	[\$#.##]	[One-time on {DATE}]	
ITEM [#] [DESCRIPTION]	[\$#.##]	[Annual on {DATE}]	

5. **Miscellaneous.** This SOW, together with the Agreement and any other documents and instruments referred to herein, constitutes the final and complete expression of the Parties with respect to the subject matter hereof. This SOW may not be amended except by a written instrument duly executed and delivered by each of the Parties. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of Agreement shall control unless otherwise stated in this SOW. This SOW may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument, with the same effect as though such signatures were on the same instrument. This SOW shall be effective upon full execution by original or electronic signature (such as DocuSign), and such signature shall be deemed to be and shall be as effective as an original signature.
6. **Term; Termination.** This SOW shall expire on the earlier of (check applicable box): ☐ the expiration or termination date of the Agreement or ☐ [INSERT DATE]. For purposes of this SOW, any reference to "Agreement" in Section 6 (Term and Termination; Suspension of Services) of the Agreement shall be deemed to refer to a Scope of Work, except Section 6.1 (Term) if the Parties agree to a different expiration date for this SOW than the Agreement.

The Parties, intending to be legally bound, have signed this SOW as of the date of their signatures below.

Transcarent, LLC

Yellowstone County

By: **EXHIBIT: DO NOT SIGN**

By: **EXHIBIT: DO NOT SIGN**

Name:

Name:

Title:

Title:

Date:

Date:

B.O.C.C. Regular

6. b.

Meeting Date: 04/30/2024

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - County Attorney - 2 Appointments; District Court - 1 Termination; MetraPark - 1 Appointment, 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

PAR

Hire/Personnel Action Form

Employee Information

Employee
Marcus Gipson

Hire Information

Position Details	Hire Req#	Job Type
Victim Witness Coordinator (F) (3060)	202300157	Full-Time Regular
Person ID	Job Class	Pay Rate
57450809	Victim Witness Coordinator (F)	\$23.09
Department	Hire Date	
County Attorney's Office	Job Class#	5/1/24
	3060	
Division		
N/A		




Comments

2301122.41100.111 - 100%
New hire, full-time employee, replaces Stefani Tschacher

Approvals

HUMAN RESOURCES	DWIGHT	4/22/24 1:47 PM
	VIGNESS	
FINANCE	JENNIFER	4/22/24 1:49 PM
	JONES	

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

Hire/Personnel Action Form

Employee Information

Employee
Mekenzie Frederickson

Hire Information

Position Details	Hire Req#	Job Type
Victim Witness Coordinator (F) (3060)	2023000157	Full-Time Regular
Person ID	Job Class	Pay Rate
57664044	Victim Witness Coordinator (F)	\$23.09
Department	Job Class#	HireDate
County Attorney's Office	3060	5/8/24
Division		
N/A		

Comments

2301.122.411100.111 - 100%
New hire, full-time employee, replaces Theresa Grantham

Approvals

HUMAN RESOURCES	DWIGHT	4/22/24 1:47 PM
	VIGNESS	
FINANCE	JENNIFER	4/22/24 1:49 PM
	JONES	

Commissioners Action
Approve Disapprove

Chair

Member

Member

APR 19 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Nichole Todd Effective Date: 4/12/24
Current Title: District Court Clerk Gr. Salary \$ 17.34
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination: X

Temp Part Time:

Seasonal Hire: Promotion:

Replaces position Transfer:

Name Demotion:

New Budgeted Position

Other: Reclassification:

Funding: 1000 - 221 - 410330 - 111 Percent New Account
 Percent Split Account

Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: Director Date
 Director Date

Note: Director Date
 Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

APR 22 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Jeff Seward Effective Date: 4/30/24
Current Title: Director of Operations Gr. I Salary \$ 93,829.23
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 532-4421472-111 Percent 100 New Account _____
Percent _____ Split Account _____

Elected Official/Department Head _____

Date 4/22/24

Section 2

Human Resources: _____

Finance: _____

Note: _____

Note: Jul Jones 4.22.24
Director Date

Director _____ Date _____

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair _____

Date entered in payroll _____

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

Member MM

Member ~~MM~~

Employer logo

Yellowstone County Commissioners
RECEIVED

2024

Hire/Personnel Action Form

Employee Information

Employee

Liz Arlian

Hire Information

Position Details

Marketing Coordinator (F)
(6064)

Hire Req#

202300164

Job Type

Full-Time Regular

Job Class

Marketing Coordinator (F)

Pay Rate

\$25.00

Person ID

57202575

Job Class#

6064

HireDate

5/27/24

Department

MetraPark

Division

MetraPark Marketing

Comments

This position is fully funded under MetraPark account. # 5810.555.460442.111

Approvals

HUMAN RESOURCES

DWIGHT

4/23/24 3:15 PM

VIGNESS

FINANCE

JENNIFER

4/23/24 3:23 PM

JONES

Commissioners Action
Approve Disapprove


Chair



Member



Member



B.O.C.C. Regular

Meeting Date: 04/30/2024

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit April 1 to April 15, 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

APR 19 2024

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT
April 1 to April 15, 2024

Date: 4/19/2024

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor *Tanya McWilliams*

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

Date	Employee Name	Department	Finding
4/19/24	Catlin, Cole	CA	Salary s/b \$3,375.00
4/19/24	Gehring, Crystal	Detention	Hourly rate s/b \$24.51
4/19/24	Overton, Cassie	Detention	Correct time card hrs, update accruals (Reg hrs s/b 80, Shift diff s/b 77.25, Remove OT w/diff)
4/19/24	Tweten, Marie	Metra	Hourly rate s/b \$14.75
4/19/24	Atkinson, Michael	YSC	Update comp time accruals (overtime was removed, no comp time earned)
4/19/24	Halvorson, Patrick	YSC	6.75 comp used not showing in the used column on employee summary

B.O.C.C. Regular

Meeting Date: 04/30/2024

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - MetraPark Advisory Board Minutes, County Water and Sewer District Board Minutes

BACKGROUND:

MetraPark Avisory Board Minutes - 03-26-24

County Water and Sewer Board Minutes - 01/07/24, 02/21/24, 03/20/24, 03/26/24 Board of Directors

Special Meeting, 04/10/24 Special Board Meeting

RECOMMENDED ACTION:

Place to file.

Attachments

Metra Advisory Board Minutes

County Water and Sewer Board Minutes

**Proposed Minutes MetraPark Advisory Board Meeting
March 26, 2024**

ATTENDING BOARD MEMBERS: President Mike Mayott, Charlie Loveridge, Evan Decker, Steve Hurd, Dana Bishop, Woody Woods, Joy Culver, Lyle Hill, Kevan Bryan, John Ostlund, Mark Morse

ABSENT: Pam Ask, Don Jones, Dave Williams, Brian Brown

OTHERS: MetraPark Staff: Darcie Tempel, Cody Reitz, David Roth, Robert Romito, Mike Groscop, Lynn Miller, Kelly Campbell, Shannon Conklin (CMS), Deb Christensen (recording)

OPENING REMARKS

President Mike Mayott called the meeting to order and greeted everyone in attendance.

MINUTES

There was a motion made to dispense reading of the minutes by Steve Hurd and seconded by Charlie Loveridge. A motion was made by Steve Hurd to approve the minutes for February. It was seconded by Dana Bishop. The motion passed unanimously.

VSG Status- Kevan Bryan gave a report on the VSG contract and recent visits. He reported that they have been very instrumental in recent changes. They will be working on Skybox contracts and Food & Beverage contracts that expire in June. He provided a handout titled VSG Project Update – March 22, 2024

MANAGERS REPORTS

Monthly reports are in the packets.

Stoney – was out of the office for the week. He is at Mid-West Fairs.

Tim – was out of the office for the week. He is at Mid-West Fairs

Cody –reported on the progress of booking new shows for 2024. A probable sell out (full house) show in September that will be announced in April. Possibly another big show a couple days before. Darcie provided updates on sponsorship efforts for MontanaFair 2024. They are up to \$113,700 for sponsorships for the fair. They were commended for a great job. He was asked if OVG were bookings any of these shows. Cody reported no. We already have the bid packets for next years MHSA.

Kelly – Report was in the packet. Kelly announced that Randy Pardis is retiring after

being here for 47 years and 3 months. He is the longest employee for the county. If anybody wants to donate, they can bring a donation to accounting. They are buying him a visa gift card.

Mike G – Report in the packet.

David – Passed around ticketing sales report to group.

Jeff – Report in the packet. Jeff is on vacation.

Shannon– Shannon reported that their number are up to 30 so everything is going well.

.

Events Committee – The committee was taxed with working on ideas for loading in crowds especially during inclement weather. Check with other vendors to see how they handle ADA load in. They were asked to find out about gun issues with off duty police.

Finance Committee – Charlie forwarded the minutes from the March 20 meeting via text.

Fair Committee -there was no meeting in March.

Advisory Board Comments – Mike asked that a thank you card be sent to the MHSA for letting us host their events.

The board had several suggestions on load in and merchandise sales.

.

County Commissioners – No comments from the county commissioners



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board of Directors Meeting Minutes

January 17th, 2024 at 6:00 PM

County Water District of Billings Heights 1540 Popelka Dr., Board room

The meeting is open to any interested member of the public. Agendas are prepared for the meetings; agendas may be requested from the General Manager and are available at <https://heightswaterdistrict.com/agendas-and-minutes>. Agenda packets, due to their size, will not be printed off for the meetings or at the public's request. The public can access and view the agenda packet on line and can download them or print them at their own expense.

CALL MEETING TO ORDER: President Doug Kary called the meeting to order at 6:00 PM

WELCOME AND INTRODUCTIONS

Board Members present: Doug Kary, Frank Ewalt, Tom Zurbuchen, Ming Caberera, Jeff Essmann & Laura Drager (On Zoom)

Jenn Burnside (Board Secretary)

Staff Members present: Josh Simpson

Also present: Butch and Judy Bailey, Mike Macki, Pam Ellis, and Evelyn Pyburn (YCN)

PRESIDENT'S REMARKS: Read by Doug Kary

During the course of the meeting, the Public may be heard before a vote is cast by the Board. The President will acknowledge the Public once the motion has been made and discussed by the Board for their input. The President will recognize speakers who raise their hands. Once recognized, the speaker should move to the side of the board table so comments can be heard, identify themselves by name, and limit their comments to two minutes. Each speaker will have one opportunity to speak on any agenda item. Once the public comment period is over the public may not provide further comment or ask additional questions during the remainder of the agenda item discussion, unless specifically requested by the chair or presiding officer of the meeting.

PUBLIC COMMENT on Non-Public Hearing Agenda Items: Read by Doug Kary

- A. Any member of the public may be heard on any subject that is not on the agenda;
- B. The board will not take action on these items at this time but may choose to add the item to the agenda for the next scheduled board meeting.

January 17th, 2024 6:01 PM

Laura was delayed on Zoom

PUBLIC COMMENT:

Pam comments that the minutes should reflect when Laura joined the meeting.

MINUTES:

Motion and Vote:

Frank moves to approve the minutes from the December meeting. Tom seconds. All approved
No discussion was had on this topic.

CONSENT AGENDA:

Tom makes a motion to approve the consent agenda. Ming seconds.

Laura Joined the Meeting at 6:06 pm

Tom asks what are the December payables.

Josh says there is a typo on the agenda and that the December payables were the items that were sent.

Public Comment:

Pam said she thought that both Susan Swimley and the Interstate Engineering bills were supposed to be in the packet.

Motion and Vote:

Tom makes a motion to approve the consent agenda. Ming seconds. All approved

Bills payable:

Motion and Vote:

Tom moves to pay the Susan Swimley bill for \$75. Laura seconds. All approved

No discussion was had on this topic.

MANAGERS REPORT: presented by Josh (Acting General Manager)

Email Ming and Jeff are not up and running yet.

Jeff said he would move it to the top of his list.

Interstate PER update. Josh and Clay went to their office, and Josh sent out the update for that to the Board members.

Frank asks what PER stands for.

Professional Engineering Report

Josh said it is a requirement with the EPA to be able to get grants approved.

We have two PER one for Task order 29 and the other for Task Order 28.

Jeff asks that the report include the anticipated date of delivery.

Tom agrees with Jeff, Task Order 28 should have been done last November and Task Order 29 should be done in May.

Josh recommends that the Board schedule a work session with Interstate Engineering.

Jeff agrees with Josh that they should sit down with Interstate.

Ming asks when the last time Lowell was here. He recommends having them at a Board meeting so that the public could ask questions as well.

Josh moves on: We got the right of entry back from the Dover Ranch. He asks the board what direction they want to move with that. Josh also explains that this is the reason the Task Order 28 is taking so long.

Ming would like to go ahead and sign that and go ahead with the project.

Josh said they met with the City and they discussed an Attorney General's opinion regarding the district having to pay for the street opening permits. The City did let the District know that they have had another billing issue. They estimate about 23 million gallons short which equals \$68, 310. We haven't heard back from them regarding the bill.

Tom asks about the billing error.

Doug says it was a meter error, not a billing error.

Laura asks to add this topic to the next work session.

Josh talked with Steve at Stifel about adding additional signers to the account. They do have a third-party form with will allow for Doug and/or Laura to call and ask questions and do anything with the account except take action. Steve said this would allow for checks and balances.

Laura asks if the authorization is different than what she had before.

Josh said yes this is correct.

She has concerns about taking action in a timely manner. She thinks there should be someone from the Board who can take action.

Frank says that the manager and one person on the Board should be the signers.

Ming says he thinks one member of the Board should be a signer.

More discussion was had regarding Stifel.

Josh explains the quote for the tank ladder rebuild for \$9,750. He would like this to come from the ARPA grant. This has to be done one way or the other because it is a safety issue. The latch on the ladder that blocks people from climbing up has broken some of the aluminum welds.

Frank asks if it's covered under warranty.

Josh said no we are out of that.

Josh would like to remind the Board to get with Raftelis about the City's incoming rate increase. This was talked about last year, having Raftelis review the new rates from the City.

Lastly, Josh explains the double Board payment in December. It is so that the taxes can be finished for the year. Funds are paid in the year services are rendered.

Some discussion was had to clarify this and an offer to pay the Friday after each month's meeting was mentioned.

Doug said we could go ahead and pay the Friday after each month's meeting.

Jeff asked Josh if there was feedback negative or positive on the new rates.

Josh said there were a few calls but no big outcry.

TREASURES REPORT:

Laura explained Gross Income account is \$1. Service charge \$706.93. Sweep account \$625,189.48. Payroll account. \$218,728.36 First Interstate Savings account \$257,009.91. Earned \$560.32 Yellowstone Bank Savings account \$219,584.53. Stifel investments \$6,549,694.57. Total cash position \$7,870,207.85. Change to cash position \$-121,475.98 Change in cash position for the year of \$615,737.22.

Jeff thanks Laura for all the time and energy she puts into her report.

COMMITTEE REPORTS:

Laura talks about the meeting with the city. During their discussion with the City, they have worked toward an agreement on how we can work together. There has been some discussion on the City's point of view and what they would like to see. One thing they would like to see is annexation into the city another is to renegotiate our contract so there is an end date to the contract. They would also like to limit the amount of water we

can purchase. One of the things we asked for is a defined boundary that would be respected. They said there are no boundary lines, it's whoever gets there first. They are not currently recognizing the District territory which has been in place for at least 40 years. If we did annex into the City boundaries the residents wouldn't be able to protest.

Tom talks about the opinion of the Attorney General regarding the permit fees. He asks what we do, is the District now required to file for these permits?

Josh said there was no answer to that when they asked that question. He's not sure if they are planning on back-billing for the digs we did or not.

Ming said it would be about \$2000 that they could back bill on that.

Doug said in the Attorney General's opinion Municipalities retain the right to require permits from the water district which contracts with the City for water, or excavation of city water lines, in City streets, and right of ways. The letter has many errors so it is unclear.

Tom said that according to the City Administrator that the City will be providing water to the Dover Ranch area.

Josh said he made it clear that Dover Ranch was in our service area boundary. The City said they didn't know of the boundary line until the District and the City started having the meeting.

OLD BUSINESS:

Item #1 (Review of Task Order 28)

Jeff reads the resolution for the suspension of the Northwest Transmission Main.

Jeff makes a motion to approve resolution 1-24 Suspending the Northwest Transmission Main. Frank seconds.

Josh explains that part of the Task Order for this project is investigating alternative methods of serving the Lake Hills area. So, by stopping the engineer on Task Order 28 you are also stopping the investigation into those alternative means. When we met with Interstate, they were aware that the goal of the District is to look into those other methods. They have reached out to the City and are trying to set up a meeting to go over what an additional tie-in would look like what their hydraulic model says they can push and what ours says we can push. It's all stuff that is being done; we are just in the beginning stages.

Frank says we aren't stopping Task Order 28 this is says stopping work on the Northwest Transmission Line until some of these other alternatives can be researched which are also part of Task Order 28.

Josh said right now there isn't a whole lot we can do on the Northwest Transmission Main anyway, because of this they have shifted focus on the addition methods until the weather clears.

Frank said with it being \$2000 per customer when amortized over 20 years it will cost \$11.09 added to everyone's bill and if you spread it out to 30 years it ups everyone's bill by \$8.33.

Laura says she appreciates that Frank has done some work and that Jeff has figured it will be about \$2000 per customer. However, she believes that if the Transmission line were to proceed the district would gain a significant number of customers. The area of Dover Ranch that will be provided utilities is a very small portion of the overall acreage in the subdivision area. For us to stop moving forward with this is premature and second engineering seems to move fairly slowly we just got the right of access so she thinks that it is premature to stop it. It also sends a message to the City that we are willing to give up and it sends a message to the Dove Ranch people that were not interested and it sends a very clear message to our engineering firm that we really don't care what they think.

Ming agrees with Laura and reiterates that the City doesn't care about the boundaries and it comes down to whoever gets there first.

Doug amends the resolution to say all work to design and construct. Jeff seconds.

Frank said that the report from Interstate Engineering was not received in a timely manner to respond.

Josh suggests tabling this conversation until they have the work session with Interstate Engineering.

Laura said the letter wasn't addressed to the District or to the Board. It was addressed to the Yellowstone County Planning Board.

There was further discussion regarding this letter.

Public Comment:

Mike agrees with both sides, but he thinks the board needs to have a meeting with the engineers or they won't get anywhere.

Pam has concerns about Interstate, the district has spent \$434,404. It would be far cheaper to hire an engineer. She believes that we should stop with the excessive spending.

Motion and Vote:

Doug amends the resolution to say "all work to design and construct." Jeff seconds. Frank, Tom, Doug, and Jeff; For. Ming and Laura; Against. Motion Passed

Jeff makes a motion to approve amended resolution 1-24 Suspending the Northwest Transmission Main. Frank seconds. Frank, Doug, Jeff; For. Tom, Ming, and Laura Against. Motion Failed on a Tie

Doug moves to strike Item #2 (progress of the Board member email project). Laura seconds. All Approved

Item #3 (Bill printing format)

Laura talks about the bid we received for processing full-page paper bills for our customers. These bills will have more lines for what our customers are being billed for, It has an important message section, and it would be a bill format that is easier for our customers to read.

Frank speaks about the cost of the equipment for the in-house option. The city uses presort first class which is cheaper to mail.

Josh says in piggybacking off that, added to the packet was a quote from Peterson for the folder. This is a new printer/copier machine that he recommends approving the purchase of because our current machine is out of date. This will also include a new printer for Jenn's office because it is also on its last leg.

Doug asks how old the machine is.

Josh said 10 years or so.

Further discussion was had regarding the full-page paper bills.

Laura moves to table the bill process and mailing. No Second.

Laura makes a motion to purchase the Printer equipment that Josh and Jenn got bids on. Ming seconds.

Frank asks about the warranty for the equipment.

Laura asked if we got any other bids for this equipment.

Jenn said she tried but Western didn't have anything comparable.

Motion and Vote:

Laura moves to table the bill process and mailing. No Second. All Approved

Laura makes a motion to purchase the Printer equipment that Josh and Jenn got bids on. Ming seconds. All Approved.

Item #4 Update on hiring legal representation.

Laura recommends that we find a law firm and pay a retainer. Tom seconds.

Tom asks what all we are asking for of an attorney.

Laura said to provide legal advice.

Jeff thinks it's important to have legal counsel.

Ming says that's what we had before but then there was a lot of question every time we had a bill from an attorney. We need to have clarification if or when we need approval to speak with the attorney.

Motion and Vote:

Laura recommends that we find a law firm and pay a retainer. Tom seconds. All Approved

NEW BUSINESS:

Tom moves to strike Item #1 signatures on the Stifel account. No opposition.

Item #2 Signatures on the Randall & Hurley account

Motion and Vote:

Laura makes a motion that we update the Randall & Hurley with the chair's signature and the Secretary of the Board. Tom seconds. All Approved

Item #3 Request for Proposals for Manager Position

Ming makes a motion to start a search for a District manager both locally and nationwide. Tom seconds

Tom makes a substitute motion to advertise through the Yellowstone County News, American Water Works Association, Montana Rural Water, Indeed, Zip Recruiter, LinkedIn, and Job Services of Montana and that we hold the position open until filed and that we have a cut-off date of March 5th. Laura seconds.

Discussion was had regarding the cut-off date and the job description details.

Jeff amends the motion to remove the salary range from the description. No second.

Public Comment:

Pam said it's cheaper to advertise in AAWA if you are a member. Montana Rural Water Association will post for free. Indeed, and Zip Recruiter was not very good. State law says you only have to have one person with an operator's license we have plenty.

Laura said the most quality applications that came in were from LinkedIn.

Motion and Vote:

Tom makes a substitute motion to advertise through the Yellowstone County News, American Water Works Association, Montana Rural Water, Indeed, Zip Recruiter, LinkedIn, and Job Services of Montana and that we hold the position open until filled and that we have a cut-off date of March 5th. Laura seconds. All Approved

Jeff amends the motion to remove the salary range from the description. No second. All Approved

Item #4 Consolidation with the City of Billings.

Frank makes a motion to approve resolution 2-24 which is to initiate the exploration of the possibility of consolidating with the City and its impacts. Jeff seconds.

Tom said he would not support the motion because it makes the District do all of the work.

Frank asked Tom what changed from months ago when he was for it.

Ming and Laura both agree with Tom

Jeff said we have a chicken and the egg problem. We need to ask the voters first but we have no information for them when they ask the questions.

Public Comment:

Pam said that we need to move forward and the law says the District has to initiate.

Mike the Board needs to study this further because this will be a class action suit. He feels that the people have the right to vote. The City hasn't done a thing for us up here.

Jenn comments about hiring a General Manager while also trying to consolidate with the City of Billings and this said GM may or may not have a job when or if the consolidation happens. She says maybe we should get our ducks in a row before we work on consolidating.

Frank compares prices between the District and the City of Billings.

Ming says we don't know what the City is going to charge when they take us over. The people here at the Heights Water District make the place work. They work and know their customers. Compared to other places where he has property Heights water is cheap.

Josh says while you are talking about consolidating, what about going independent. When half the rate is going to the City, if we were able to be independent from the City, we could keep all of that revenue in-house. Wouldn't it make more sense to look at both sides of that coin?

Doug said the District should have always been working to grow its customer base. I don't see the District out there trying to encourage development. We haven't gone out and offered to extend our line to customers.

Josh asks in the hopes that development will happen?

Doug says the customer is going to be paying for it. The customer may want it, you don't know what the customer wants unless you talk to them.

Josh says he knows that Antelope Hills subdivision wants the water but they are out of our service area.

Frank says that what this is saying is just to investigate other options.

Frank withdraws his motion. Jeff withdraws his second.

Next Board meeting Wednesday, February 21st @ 6:00 PM

Meeting adjourned @ 8:38 pm

Board Secretary, Jennifer Burnside

Board President, Doug Kary



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board of Directors Meeting Minutes

February 21st, 2024 at 6:00 PM

County Water District of Billings Heights 1540 Popelka Dr., Board room

The meeting is open to any interested member of the public. Agendas are prepared for the meetings; agendas may be requested from the General Manager and are available at <https://heightswaterdistrict.com/agendas-and-minutes>. Agenda packets, due to their size, will not be printed off for the meetings or at the public's request. The public can access and view the agenda packet online and can download them or print them at their own expense.

CALL MEETING TO ORDER: President Doug Kary called the meeting to order at 6:01 PM

WELCOME AND INTRODUCTIONS

Board Members present: Doug Kary, Frank Ewalt, Tom Zurbuchen, Ming Caberera, Jeff Essmann & Laura Drager (On Zoom)

Jenn Burnside (Board Secretary)

Staff Members present: Josh Simpson

Also present: Butch and Judy Bailey, Mike Macki, Pam Ellis, and Michael Marino (YCN)

PRESIDENT'S REMARKS: Read by Doug Kary

During the course of the meeting, the Public may be heard before a vote is cast by the Board. The President will acknowledge the Public once the motion has been made and discussed by the Board for their input. The President will recognize speakers who raise their hands. Once recognized, the speaker should move to the side of the board table so comments can be heard, identify themselves by name, and limit their comments to two minutes. Each speaker will have one opportunity to speak on any agenda item. Once the public comment period is over the public may not provide further comment or ask additional questions during the remainder of the agenda item discussion, unless specifically requested by the chair or presiding officer of the meeting.

PUBLIC COMMENT on Non-Public Hearing Agenda Items: Read by Doug Kary

- A. Any member of the public may be heard on any subject that is not on the agenda;
- B. The board will not take action on these items at this time but may choose to add the item to the agenda for the next scheduled board meeting.

February 21st, 2024 6:01 PM

PUBLIC COMMENT:

Pam Ellis: Hailey Grieves mentioned we had one employee making \$130,000 in salary and that was the General Manager. I couldn't find any evidence of it being approved in a public session. Was this approved by the board?

Doug said that was not a comment that was made by them.

Laura said this comment was in response to Laura's question which was about the 551 testing. Kaylee said we didn't have any employees making \$130,000.

Mike Macky: You cleared 6,900,000 last year. Is that right? Went up from 41 million to 48.5 million. You won't have extra revenue off of that? We aren't looking at improving the heights you are looking more at handing it over to Billings.

Doug said we are here to represent the ratepayers.

MINUTES:

Tom moves for approval of the minutes as presented. Ming seconds.

Frank asks about the no second on two of the motions one of which was fixed. He asked why the other was not fixed.

Doug said that there was a vote taken on one of them.

Further discussion was had regarding the no second on the minutes.

Motion and Vote:

Tom moves for approval of the minutes as presented. Ming seconds. All Approved

CONSENT AGENDA:

Tom moves for approval of the consent agenda. Laura seconds.

Franks asks for everyone to take notice on page 43 of the agenda packet. He goes on the explain where we are with our budget percentages.

Jeff asks about the engineering costs for the year. He asked if it was correct that we are over budget by almost \$50,000 for engineering. He asks Josh if he expects that to continue to rise.

Josh said some of that is carried over from when Peyton was doing the budget. Those amounts are broken out into each task order.

Jeff: so, the total for our year to date is \$589,969

Public comment:

Pam: Questioned why the amounts paid on the itemized breakdown and the amounts paid on the MasterCard bill were different.

Laura explains that is because those are from two different months. It's a timing thing.

Motion and Vote:

Tom moves for approval of the consent agenda. Laura seconds. All Approved

MANAGERS REPORT: presented by Josh (Acting General Manager)

Leak on St. Andrews which was a main line break. We were short-staffed at the time so Western was contacted to complete that repair. True North did the cold patch and will return in the spring to do the permanent patch. Western was up there again today to take care of any of the settlement issues.

On January 21st, which was a Sunday, we had a service line leak at 1113 Reece. The service broke at the curb stop so we had to go out and dig up in the driveway, and patch it. We will be back in the spring to do a new service line.

The Ixom spare parts that we ordered were received on January 26th. That was the invoice for \$35,000.

We continued work on the lead service line inventory. We received a grant that pays for 100 hours of Interstate Engineering's time to help with the lead service line. Rather than use them for data entry we met with them and are looking at ways of updating our GIS map system.

Frank asks if we have any lead service lines.

Josh said no we are just having to complete all of the required paperwork.

We received a quote from Summers Mcnea for next year's audit. Brian came back with a price of \$14,500 and he would honor that for three years. They would like to be on-site in August.

Jeff asks how many years has it been since we had someone else do an audit.

Josh said this would be the third year.

Tom asks to have a contract brought to next month's meeting.

The city storm drain project on Wicks and Bitterroot which has been an ongoing mess. We have had 4 main line breaks and 2 service lines in the last month. We have met with the city and project engineer to try and iron out some different means and methods to protect our utility. We brought forth the possibility of us furnishing materials and the city paying the installation costs to replace the main that keeps being broken. The city said they would not do that. We received a quote for the three different supply houses for what the materials would cost. Also received the bid from Western for what they would charge for installation.

Doug asks if there is anyone who can inspect the A/C pipe that was retrieved from the last break to have it analyzed.

Josh said he would check into that.

Tom said with their stormwater pipe being within ten feet of our water pipe that doesn't meet DEQ specs. The City has offered to allow us to use their permits for the storm drain to replace the water line under an emergency repair.

Doug asks if the City gave a variance that they could dig within the ten-foot DEQ regulation.

Josh said we had the ten-foot separation at the time the storm drain was originally installed but with the larger size pipe they are putting in now it is no longer ten feet.

Frank thinks we should get at least three bids for replacing that water line.

Jeff asks if we are preserving the evidence in case we cannot come to an amicable decision.

Josh said we had guys go down to do inspections and take some pictures.

Josh continues with the annexation, and system development fees. He asks the board how they want to continue with those. Laura will bring up some of the Stifel stuff when she does her treasures report.

Laura asks about the bills from Western for the repair on St. Andrews and if it has been paid in full.

Josh said that Suzie held the bill because everyone wanted it withheld to be voted on.

Laura asks Frank if the 30% markup on labor, equipment, and material was normal.

Frank said it was steep but wages did go up.

Further discussion was had regarding the Western bill.

Frank asked about the unhappy homeowners regarding the St. Andrews break and asked if we had heard from them again.

Josh said we haven't heard from them since.

Motion and Vote:

Tom moves to accept the manager's report. Frank seconds. All Approved

TREASURES REPORT:

Laura explained Gross Income account is \$1. Service charge \$810.63. Sweep account \$746,590.50. Payroll account. \$122,768.99 First Interstate Savings account \$257,648.91. Earned \$639.00 Yellowstone Bank Savings account \$219,584.53. Stifel investments \$6,621,727.31. Total cash position \$7,968,321.24. Change to cash position \$132,271.93 Change in cash position for the year of \$713,850.61.

Email from Steve regarding a proposal for new CDs to invest in, at 5.10% with a due date of four years out. We had some areas we were lacking in which he is trying to fill. We don't currently own any CDs that pay at that 5% within that four-year range. He suggested we exchange the \$300,000 in the smart rate account for the three highest-yielding CDs.

Jeff, there was a motion that passed about the new signatories. Has that been done yet?

Josh said not yet no.

Tom said need to have funds available in case we need them for the repairs. It's the wrong time of year to be replacing the water line but we don't have much choice.

Further discussion was had regarding the investments.

Public comment:

Pam said she spoke with Jennifer Duray and asked that she be prepared to tell everyone when the project on Bitterroot will be finished.

Motion and Vote:

Tom moves to approve the Treasures report. Frank seconds. All Approved

COMMITTEE REPORTS:

Tom said we interviewed two attorneys to represent the board. Tom recommends going with Martin Smith at Felt Martin Law Firm.

Discussion was had regarding each attorney's capabilities and which would suit the District best.

Tom moves to accept Martin Smith with Felt Martin as the District's attorney. Ming seconds.

Public comment:

Pam said we should hire the one who is the most competent.

Motion and Vote:

Tom moves to accept Martin Smith with Felt Martin as the District's attorney. Ming seconds. All Approved

OLD BUSINESS:

Resolution to consider consolidation with the City of Billings

Frank moves to approve the resolution as written. Jeff seconds.

Ming calls a point of order and reads a policy in the Board Policy and Procedures part 4 rule of board presentation.

The chair did not recognize the point of order as it had nothing to do with what was being discussed.

Jeff said this is not a determination of what the final outcome will be. This is simply about exploration.

Ming amends the resolution to take place in 2025. No second.

Tom moves to amend the resolution to add the following: and compose a consolidation proposal. Frank seconds

Tom goes on to say he wants the consolidation in writing.

Ming says it cannot be brought up according to Robert's Rules Of Order.

Laura says she thinks we have some other things that we should be looking at for the District rather than continually looking at this consolidation. She said she would like to see the Board of directors have the attorney in place, work on getting a General Manager hired, and develop a strategic plan so that we have some direction. She feels that the board doesn't have a direction and if they don't have a direction, it is difficult for them to provide direction for the staff.

More discussion was had regarding the exploration of consolidation.

Public comment:

Mike said the director who works for the City should recuse himself from this vote.

Motion and Vote:

Frank moves to approve the resolution as written. Jeff seconds.

Tom moves to amend the resolution to add the following: and compose a consolidation proposal. Frank seconds. Doug, Frank, Jeff, Tom For. Ming Laura Against. Motion Passed.

NEW BUSINESS:

Renew Randall & Hurley contract

Doug addressed the board on who should be authorized to sign the Randall & Hurley contract.

Tom makes a motion that our existing contract with Randall & Hurley be signed by the existing Board President and co-signed Board Secretary. Laura seconds.

Public comment:

Pam comments that the contract that is in the agenda packet started over a year ago. She feels this contract should be modified.

Jeff amends Tom's motion to include the altered signature page to reflect the new changes. Tom seconds.

Motion and Vote:

Jeff amends Tom's motion to include the altered signature page to reflect the new changes. Tom seconds. All Approved

Tom makes a motion that our existing contract with Randall & Hurley be signed by the existing Board President and co-signed Board Secretary. Laura seconds. All Approved

Monthly Bills Format

There was a discussion on adding additional information on the postcard bills.

Jenn explained that there was no way to add any additional information with the limited amount of room on the postcards.

Tom moves to stay with the existing format. Ming seconds.

Frank asks if there is room to display the tiers on the bills.

Jenn said there was no way to add more information.

Jeff asks how many of our bills are sent via email.

Jenn said about 535 of the 6100 are sent through email.

Jeff suggests a discount for emailed billing.

Further discussion was had regarding adding the tier information to the bill.

Laura asks Jenn to speak with Black Mountain about setting up to different template for email and postcard bills.

Motion and Vote:

Tom moves to stay with the existing format. Ming seconds. All Approved

Cleaning contract for the District office

We received four quotes for the cleaning service. All of these cleaning companies quoted the same services to perform. The quotes are as follows: Executive \$949/month, Finishing touches \$780/month, Berry Clean \$900/month, and Brenda's cleaning \$1000/month.

Frank asks about Josh's opinion of the different companies

Josh said Jenn was the one who spoke with them.

Jenn explained she thought that Finishing Touches and Berry Clean were the better options.

Jeff recommends not doing a contract with the cleaning company because we should see their quality of work before we think long-term.

Ming makes a motion to approve Finishing Touches for \$780 a month as our cleaning company. Jeff seconds.

Frank amends the motion to have the price guaranteed for a year. Ming seconds.

Public comment:

Pam said she feels it is important to make sure the companies are bonded and insured. She also recommends clarifying their price and if it would change on the number of cleaning days in a month.

Motion and Vote:

Ming makes a motion to approve Finishing Touches for \$780 a month as our cleaning company. Jeff seconds. All Approved

Frank amends the motion to have the price guaranteed for a year. Ming seconds. All Approved

Raftelis contract for reviewing City of Billings rate increase to the District

Laura makes a motion to accept the contract with Raftelis. Tom seconds.

Public comment:

Pam at one point we had paid Raftelis \$30,000 and he generated 15 questions that Jennifer Duray answered. He then generated 8 more questions and her response was asked and answered. That's what we got for \$30,000. Last year the rate increase was 0%. Where he was helpful was in helping the District get legal with their rates. There is potential for a 3% increase once the plant is completed on the west end. She doesn't think the cost is worth it.

Jeff makes a substitute motion to defer this until next month. Frank seconds.

Tom doesn't want to wait

Ming agrees with Tom.

Frank asks when does he start and how long does he work?

Josh said Raftelis broke it down in the contract.

More discussion was had regarding the start time and if the board wishes to approve the contract with Raftelis.

Jeff makes a substitute motion to defer this until next month. Frank seconds. Frank yes, Jeff, Tom, Doug, Ming, Laura No. Motion Failed

Laura makes a motion to accept the contract with Raftelis. Tom seconds. Jeff, Tom, Doug, Ming, Laura For, Frank against. Motion Passed

RFQ on emergency excavations

Doug asks if Josh has gotten any of the RFQs for the excavation companies.

Josh said no but those digs are so random that he just starts with one company and works his way down the list until someone says they have a crew available.

Frank would like to get a one-year contract from each company with a pricing list. He also feels that we should request that there aren't five operators on site when a few laborers would work for cheaper.

Jeff thinks we should ask them all for their pricing and if they will commit to a one-year period. This way we will know which order to contact the companies.

Further discussion was had regarding getting costs for each company and the break down of costs.

The board asked that Josh get the RFQ from the excavation companies.

System development fees and new subdivisions

Josh asks if are we charging the SDFs upfront or if are we playing banker. Do we charge for all of the lots that the developer is bringing in at the same time, or do we charge as they are being hooked up?

Frank said that everyone else charges when you hook up.

Josh said so we are on the hook for a service that hasn't been paid for.

Further discussion was had regarding the charging upfront vs charging at hook-up.

Jeff makes a motion to pay at the time the meter is installed. Ming seconds.

Public comment:

Butch said he paid a fee as the line went by, and then we paid the other part when we hooked up to it. He asked for clarification on if that's what they were talking about.

Doug said yes, the fee would be when you hook up.

Motion and Vote:

Jeff makes a motion to pay at the time the meter is installed. Ming seconds. All Approved

Work Session Wednesday, March 6th @ 9:00 AM

Next Board meeting Wednesday, March 20th @ 6:00 PM

Meeting adjourned @ 8:20 pm

Board Secretary, Jennifer Burnside

Board President, Doug Kary



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board of Directors Meeting Minutes

March 20th, 2024 at 6:00 PM

County Water District of Billings Heights 1540 Popelka Dr., Board room

The meeting is open to any interested member of the public. Agendas are prepared for the meetings; agendas may be requested from the General Manager and are available at <https://heightswaterdistrict.com/agendas-and-minutes>. Agenda packets, due to their size, will not be printed off for the meetings or at the public's request. The public can access and view the agenda packet online and can download them or print them at their own expense.

CALL MEETING TO ORDER: President Doug Kary called the meeting to order at 6:00 PM

WELCOME AND INTRODUCTIONS

Board Members present: Doug Kary, Frank Ewalt, Tom Zurbuchen, Ming Caberera, Jeff Essmann & Laura Drager

Jenn Burnside (Board Secretary)

Staff Members present: Josh Simpson

Also present: Willeen and Greg Erpenbach, Tyrell Mailloux, Pam Ellis, and Evelyn Pyburn (YCN)

PRESIDENT'S REMARKS: Read by Doug Kary

During the course of the meeting, the Public may be heard before a vote is cast by the Board. The President will acknowledge the Public once the motion has been made and discussed by the Board for their input. The President will recognize speakers who raise their hands. Once recognized, the speaker should move to the side of the board table so comments can be heard, identify themselves by name, and limit their comments to two minutes. Each speaker will have one opportunity to speak on any agenda item. Once the public comment period is over the public may not provide further comment or ask additional questions during the remainder of the agenda item discussion, unless specifically requested by the chair or presiding officer of the meeting.

PUBLIC COMMENT on Non-Public Hearing Agenda Items: Read by Doug Kary

- A. Any member of the public may be heard on any subject that is not on the agenda;
- B. The board will not take action on these items at this time but may choose to add the item to the agenda for the next scheduled board meeting.

March 20th, 2024 6:00 PM

PUBLIC COMMENT:

Pam Ellis said she has requested twice for an explanation about why there is a discrepancy between the postcards and the bills that are online. When she originally signed up to do emailed bills, she asked not to get a mailed bill thinking it would save the district money. Postcards sometimes come before the email bills and sometimes they come after. A lot of the history online is missing. For the last two months, the electronic bill doesn't match the paper. At the work session with Interstate Engineering, they explained a discrepancy between what was recorded in the minutes for February which is that Josh said we had a grant to pay for 100 hours of Interstate Engineering time. Interstate said they were hired directly by the state to provide 80 hours.

Doug requests to move agenda item #3 (Membership in Associated Employers of Montana) in New Business to after the consent agenda. No objection.

MINUTES:

Laura makes a motion to approve the minutes for the February meeting. Frank Seconds.

Public Comment:

Pam said the February minutes talk about the quote from Summers Mcnea. At the meeting, Frank asked Josh to check and see if Summers Mcnea would guarantee that price quote for three years, and he said he would. Minutes reflect they guarantee the price quote for three years. The minutes should reflect what happened at the meeting. Tom asks that the quote be brought to the next meeting it's not in the agenda packet. Josh reported that the City offered to do the engineering on the new storm pipe, but there was no report that anyone had ever talked to the project engineer. To her knowledge, she is the only one that contacted the project engineer. She doesn't remember Josh saying he had three price quotes for the pipe companies to replace the pipe on Bitterroot and one quote for labor but that should have been in the agenda packet. The board requested the price quotes for the excavation companies so they called in order of the least expensive, the minutes show he was directed to get an RFQ which is a request for qualifications for professional behavior. Also, the agendas are posted on Friday and corrected on Monday and there is never a note saying there were corrections made.

Motion and Vote:

Laura makes a motion to approve the minutes for the February meeting. Frank Seconds. Frank, Jeff, Doug, Laura, and Ming approve. Tom against. Motion Passed.

Tom comments regarding the minutes and the vote on the consolidation exploration. It says the minutes do quote the resolution as written.

Tom made a motion to reconsider the consolidation exploration resolution. No second.

Item #3 (Membership in Associated Employers of Montana)

Tyrell explains the benefits of being a member of the Associated Employers. Which primarily focuses on HR services. They have helpful videos, training, and a hotline to ask questions. The membership fee is \$675 annually with 5 hours free and \$110 an hour after. They also have OSHA compliance safety training which would be an additional \$675 annually. If you have both you receive a 25% discount. They have an in-house underwriter for insurance benefits as well as wage and benefit surveys.

TREASURES REPORT:

Laura explained Gross Income account is \$1. Service charge \$741.94. Sweep account \$582,087.63 Earned \$351.79. Payroll account. \$237,293.99 First Interstate Savings account \$258,211.86. Earned \$562.95 Yellowstone Bank Savings account \$219,584.53. Stifel investments \$6,636,132.58. Total cash position \$7,933,311.59. Change to cash position for the month of \$-35,009.65 Change in cash position for the year of \$927,376.51.

Ming asked about being down from January.

Laura said it was because we had more money available in our checking account. Some money was moved from Stifel investments which were making minimal interest into our money market account. Also, our Stifel smart rate program is paying 7.6% interest.

Jeff asks if the employees are on 26 pay periods a year.

Laura said that was correct.

Laura goes on to say that on Friday she applied for the Districts General Manager position. Our chairman checked with our legal counsel who said that by state law there was nothing that prohibited a board member from applying for the position however our by-laws do restrict that so she would not be eligible for consideration due to the by-laws. She then sent a letter of resignation to the Board of directors on Monday. She then read her letter of resignation.

CONSENT AGENDA:

Frank said he was going through the budget and had some questions so he came down and talked to Josh and got clarification on those items.

Frank makes a motion to accept the consent agenda. Tom seconds.

Public Comment:

Pam said that you are now a five-member board until you appoint someone else. So, you can't meet with three people at the office and approve bills because that's a quorum.

Motion and Vote:

Frank makes a motion to accept the consent agenda. Tom seconds. All Approved

MANAGERS REPORT: presented by Josh (Acting General Manager)

Paving on St. Andrews is done, the hot plant opened up so they were able to get in there and have it looking pretty.

He met with Interstate Engineering and got back the Geo tech proposal from SKA. It broke down to the original ten boaring at a 15-foot depth. They're looking at a cost of \$26,800, If they need additional boarings ten additional would add \$17,200 to that price tag. Fieldwork could begin 3 to 4 weeks weather dependent. It will take approximately 7 days to do the work and 5 to 7 weeks for lab testing and the final engineering report. Interstate has gone out with drones and surveyed the property already. There is an additional clause in the task order that allows for an additional \$60,000 to be spent as needed. Interstate has asked the City the question if two connections would be better than just one.

The Wicks Lane water main replacement preliminary task list was sent to the board. Josh then went over the Interstate report.

Frank reads resolution 005-24: The Board has approved Interstate Engineering Inc. to commence the engineering work to bring forth a complete construction design and plan on an emergency main line replacement on Wicks Lane, from Bitterroot Drive to Duran. Tom seconds.

Frank asks if they do the engineering on this project will it still be good in 10 years?

Josh said no it would have to be updated for any current specs.

Tom said he is in favor of this because the A/C pipe does not like ground shift. We just need to replace it and be done with it.

Ming said this is what we pay our engineers for, we need to continue it and move on.

Further discussion was had regarding this.

Public Comment:

Laura said she was in favor of this motion. She thinks that it is something the District needs to take care of and make it a priority.

Pam comments that she thought the City had offered to do the engineering. She also said what she had heard from the people who evaluate pipe that you can't tell by looking at it. She knows that A/C pipe is really fragile and that it does break and it does get more fragile the older it is. What is the timeline for getting the report back on the A/C pipe that was sent for review?

Doug said it should be back in a couple of weeks.

Motion and Vote:

Frank reads resolution 005-24: The Board has approved Interstate Engineering Inc. to commence the engineering work to bring forth a complete construction design and plan on an emergency main line replacement on Wicks Lane, from Bitterroot Drive to Duran. Tom seconds.
All Approved

COMMITTEE REPORTS:

Frank talks about the meeting with the City on the discovery of consolidation. They decided it would be best if they had a third party to collaborate on everything. They gave a list of state-approved engineers. Frank then sent out a list of engineers to everyone and asked them to remove any who may have a conflict of interest. He then listed the three that they removed from the list. H2S, Sanderson Stewart, Performance Engineering, this left 8 to choose from. They would like to get it down to three not to exceed four to go back to the City. Then we will get RFQ from the three top picks.

Tom said HDR does the City's hydraulic modeling and should be removed as well.

Jeff doesn't think that Sanderson Stewart should be left off the list. He believes that the top three should be Sanderson Stewart, Morrison & Maierle, and Dowl.

Doug would like to add KLJ to that as well.

Ming asks what we are looking at as far as cost for this consolidation exploration.

Doug said wait for your meeting and you will know.

Frank said in the meeting they also passed out a sheet for the cost of the street opening permits. There was also an announcement that there may be a possible 2.3% increase in water rates.

OLD BUSINESS:

Item #1 Decision on General Manager Employment

The board met and no decisions were made regarding the hiring of a new General Manager. They each went through and discussed as well as rated each applicant. They are attempting to narrow it down to three individuals if they can. Once they hear back from the Associated Employers if they approve it, they will proceed further.

Evelyn asked how many applications they received.

Doug said six.

Item #2 Geo Tech for Northwest Transmission Line

Doug explained this was covered in the Manager's Report.

Jeff says since our access time is limited, he would like to get the inventory performed while we have the access permits.

More discussion was had regarding the boaring.

Public Comment:

Laura asks if the proposal pricing good for 30 days. Did the board decide to take action on this tonight?

Doug said it was included in Task Order 28.

Jeff makes a motion to proceed. Frank seconds.

Public Comment:

Pam said that the Board President should sign the contract as well as the Board Secretary.

Motion and Vote:

Jeff makes a motion to proceed. Frank seconds. All Approved

Item #3 Custom Program to Help Customers Calculate Bills

Doug explains that we were looking at ways to make our bills more transparent to our customers.

Josh explains that Jenn's husband is a software engineer and that Jenn had mentioned the programming dilemma to him. He said he would be able to make a program that would be compatible with our website and we did verify compatibility with the Civic Plus. It shows the breakdown per tier for both commercial and residential as well as the cost for the meter size charge and the service line fee.

Jenn said she did go to Morrison & Maierle first before she talked to her husband. They were only able to make an Excel spreadsheet and were unable to make a full program.

Public Comment:

Willeen asked if they wanted to double check on our bill we could just go to your website and input our address.

Josh said no if you put in your usage, it will show you the breakdown of how that bill is calculated.

Jeff asks if we need to take action on this tonight. He feels that a press release would be a good idea to get the word out so that people can start using it.

Tom doesn't know if this will do any good. He would like to track how often staff has to calculate customer bills so we know where our money going.

Franks has concerns because the calculator doesn't include the rates and how they are calculated. These tiers are meant for water conservation so the customer needs to see when they will be going into the next tier.

Jenn said the formula was going to be added to the calculator page once it was complete and approved.

Ming said this would be good for those who have questions regarding their bills. He also feels we should proceed with this.

Public Comment:

Laura asked if the fee was an annual cost or a one-time fee.

Jenn said it was a one-time fee.

Laura said she would support this because there are so few things that we as the board that has done that are customer-facing. This is a tool for the customers and with that cost, she thinks it

would be something that would be a tool for the ratepayer and it would enhance their experience with the district.

Willeen said she does like the idea of putting the barrier between the tiers so the customer knows what the calculation details.

Tom asks what we would have to do to update this if we have a rate increase.

Doug said he would just go in and change the tier costs.

Frank asked about adding the calculation to the final webpage.

Jenn said yes, we would add a picture of the formulas next to the calculator if we can if not, we will add an additional sheet to a page of its own.

Doug asks how many times they could go and search.

Jenn said as many times as they see fit. She also stated that we have had a lot of customers who have asked about the potential summertime bills with watering and this would be a great tool for them.

Frank asks for this to be brought back next meeting with the tiers brought out.

Laura asks how much will it cost for the programmer to change the rates. What will his fees be and how long will it take him to change them?

NEW BUSINESS:

Item #1 Wicks to Duran RFP

Already discussed in Managers Report

Item #2 Proceed Engineering for Wicks Ln Main Replacement

Already discussed in Managers Report

Item #3 Membership in Associated Employers of Montana

Jeff makes a motion to invest \$675 for the board and General Manager to utilize the Human Resources and data they provide. Ming seconds.

Tom said he is against this because we have health insurance and we haven't had to advertise for the last several people we have hired.

Josh said we did advertise for the most recent job opening. He also asks if this does go through and the GM would like to utilize the safety training does the additional cost have to be brought to the board?

Doug said no it would be in the budget.

Frank said he was unimpressed with the video that was sent to him. He also feels there were too many hidden costs.

Further discussion was had regarding this topic.

Frank amends the motion to try it for one year if we don't use it enough in that time then we can get rid of it. Tom seconds.

Public Comment:

Laura said she was in favor of this because there are things that they cover that even a GM may not have current knowledge of such as the FMLA compliance. Also, they can do training on drugs and alcohol but they can also assist with the testing.

Pam asks Josh if he feels that there are things that are useful to him.

Josh said more training is always better. However, as far as what we use on a day to day he's always reached out and tracked down the answer himself.

Jenn asks if you call and have a five-minute question are you getting charged for an hour or for the few minutes that you are on the phone?

Doug said he would have to find out.

Laura said the hotline is available to members on a no-fee access.

Greg said employment law is changing constantly because of lawsuits. By looking stuff up on the internet, you may not find those little things that someone with experience can show to you.

Tom said we already have the drug testing available.

Motion and Vote:

Jeff makes a motion to invest \$675 for the board and General Manager to utilize the Human Resources and data they provide. Ming seconds. All Approved

Frank amends the motion to try it for one year if we don't use it enough in that time then we can get rid of it. Tom seconds. All Approved

Item #4 STIP Program

Authorize Representation:

Jeff makes a motion to participate in the STIP Program. Ming seconds.

Public Comment:

Laura says that all of the statements are electronic, and there will not be any paper statements generated. She would like to make a recommendation that Suzie be one of the employees because she pulls all of the electronic statements and provides those to the board of directors.

Josh asks how many you can have.

Laura said you can have up to three people.

Pam said it should be Jenn because she may need to transfer money.

Jeff makes a motion that e Signatures be the Board President, General Manager, and Accountant. Frank seconds.

Motion and Vote:

Jeff makes a motion to participate in the STIP Program. Ming seconds. All Approved

Jeff makes a motion that e Signatures be the Board President, General Manager, and Accountant. Frank seconds. All Approved

Work Session Tuesday, April 2nd @ 8:00 AM

Next Board meeting Wednesday, April 17th @ 6:00 PM

Meeting adjourned @ 8:09 pm

Board Secretary, Jennifer Burnside

Board President, Doug Kary



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board of Directors Special Meeting Minutes

March 26th, 2024 at 2:00 PM

County Water District of Billings Heights 1540 Popelka Dr., Board room

The meeting is open to any interested member of the public. Agendas are prepared for the meetings; agendas may be requested from the General Manager and are available at <https://heightswaterdistrict.com/agendas-and-minutes>. Agenda packets, due to their size, will not be printed off for the meetings or at the public's request. The public can access and view the agenda packet online and can download them or print them at their own expense.

CALL MEETING TO ORDER: President Doug Kary called the meeting to order at 2:00 PM

WELCOME AND INTRODUCTIONS

Board Members present: Doug Kary, Frank Ewalt, Tom Zurbuchen, Jeff Essmann (On Zoom)

Jenn Burnside (Board Secretary)

Staff Members present: Josh Simpson

Also present: Greg Erpenbach, David Graves, Pam Ellis, and Evelyn Pyburn (YCN)

PRESIDENT'S REMARKS: Read by Doug Kary

During the course of the meeting, the Public may be heard before a vote is cast by the Board. The President will acknowledge the Public once the motion has been made and discussed by the Board for their input. The President will recognize speakers who raise their hands. Once recognized, the speaker should move to the side of the board table so comments can be heard, identify themselves by name, and limit their comments to two minutes. Each speaker will have one opportunity to speak on any agenda item. Once the public comment period is over the public may not provide further comment or ask additional questions during the remainder of the agenda item discussion, unless specifically requested by the chair or presiding officer of the meeting.

PUBLIC COMMENT on Non-Public Hearing Agenda Items: Read by Doug Kary

- A. Any member of the public may be heard on any subject that is not on the agenda;
- B. The board will not take action on these items at this time but may choose to add the item to the agenda for the next scheduled board meeting.

March 26th, 2024 2:01 PM

NEW BUSINESS:

Item #1 Interview candidates for Board of Directors vacancy

Item #2 Select a candidate

Doug asks the candidates present to inform the board why they would like to serve on the board and what talents they can bring forth.

Frank makes a motion to reject all applications for the vacancy at this time. Tom seconds.

Jeff supports this motion because he feels we need to restore the public's trust.

Doug said he has been receiving emails from another board member pointing out all kinds of stuff. This board member is not telling the full truth. We cannot have three board members without an official meeting. Board members said there are three people on this board that are going to railroad the consolidation with the City through, this is far from the truth. Some of the applications we received, those applicants were not eligible.

Tom is for rejecting all applications. He would like to remind the candidates that we still have a vacant seat and those applicants who wish to serve will have to reapply.

PUBLIC COMMENT:

Pam said she wasn't sure why the board would reject the applications. In the past, they kept applications on file for two years. You know people are interested, it's an error in communication and scheduling. She said she thinks the board should just keep the applications and reschedule the meeting at a later date.

Greg said new laws based on lawsuits just came out. Files were held for future opening but those files were never pulled out only the current applications were used.

David said this has been going on too long. We need to step back and figure out what is best for the ratepayers and the employees of the Water District. As well as figure out how we can work with the City of Billings.

Susan Swimley is concerned with Pam on holding the applications and rescheduling the meeting for another time.

Frank thinks that the Board needs to have new applications.

Motion and Vote:

Frank makes a motion to reject all applications for the vacancy at this time. Tom seconds. All Approved.

Frank said going forward we will have a posting after the April 17th meeting listing the following:

Date of vacancy

Opening for applications

Date of closing for applications

Date of interviews and appointment

To be voted on at the next business meeting.

PUBLIC COMMENT:

Evelyn asked what prompted the calling of this meeting.

Doug said to interview the candidates.

Meeting moved to Executive session.

Next Board meeting Wednesday, April 17th @ 6:00 PM

Meeting adjourned @ 2:15 pm

Board Secretary, Jennifer Burnside

Board President, Doug Kary



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Special Board Meeting Agenda

April 10th, 2024 at 1:00 pm

Board Room, County Water District of Billings Heights 1540 Popelka Dr.

The meeting is open to any interested member of the public. Agendas are prepared for the meetings; agendas may be requested by email from the board secretary Jenn Burnside, jenn@heightswaterdistrict.com and are available at <https://heightswaterdistrict.com/agendas-and-minutes>. Agenda packets, due to their size, will not be printed off for the meetings or at the public's request. The public can access and view the agenda packet on-line and can download them or print them at their own expense.

Join Zoom Meeting

<https://us02web.zoom.us/j/88412425160?pwd=QkhUMER4cmdDMGo2UVdYdjJsZDNHUTQ9>

Meeting ID: 884 1242 5160

Passcode: 594330

CALL MEETING TO ORDER: President Doug Kary

WELCOME AND ROLL CALL OF BOARD MEMBERS: FRANK EWALT, DOUG KARY, TOM ZURBUCHEN, MING CABRERA, AND JEFF ESSMANN.

PUBLIC COMMENT on Agenda Items:

- A. Any member of the Public may be heard on any subject that is not on the agenda. Comments are limited to 2 minutes. You may only speak once for each item on the agenda.

AGENDA ITEMS

1. Consideration of Settlement of Ellis v. Billings Heights Water District (may be closed to public for litigation strategy).
2. Open meeting announcement of decision on proposed settlement agreement

ADJOURN

ANNOUNCEMENTS:

1. Next Board Meeting Wednesday, April 17th, 6:00 pm Board Room

Note: No action will be taken on items that were not on the agenda.

B.O.C.C. Regular

Meeting Date: 04/30/2024

Title: ARPA SLFRF Compliance Report for Period Jan - Mar 2024

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

ARPA SLFRF Compliance Report for the Period of Jan-Mar 2024

BACKGROUND:

ARPA SLFRF Compliance Report for the period of Jan-Mar 2024

RECOMMENDED ACTION:

File item.

Attachments

ARPA SLFRF Quarterly Report 1.1-3.31.24

SLFRF Compliance Report - SLT-2489 - P&E Report - Q1 2024
Report Period : Quarter 1 2024 (January-March)

Recipient Profile

Recipient Information

Recipient UEI	FNVKTJD3B7C1
Recipient TIN	816001449
Recipient Legal Entity Name	Yellowstone County, Montana
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	PO Box 35003
Recipient Address 2	
Recipient Address 3	
Recipient City	Billings
Recipient State/Territory	MT
Recipient Zip5	59107
Recipient Zip+4	
Recipient Reporting Tier	Tier 2. Metropolitan cities and counties with a population below 250,000 residents that are allocated more than \$10 million in SLFRF funding, and NEUs that are allocated more than \$10 million in SLFRF funding
Base Year Fiscal Year End Date	6/30/2024
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: Equipment for Remote Education/Court

Project Identification Number	A3
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Status To Completion	Completed
Adopted Budget	\$15,972.37
Total Cumulative Obligations	\$15,972.37
Total Cumulative Expenditures	\$15,972.37
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Remote learning wifi and cabling for the Youth Services Center. Virtual teleconferencing equipment for court arraignments for Justice Court to connect to Yellowstone Detention Facility
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$15,972.37
Type of capital expenditures, based on the following enumerated uses	Technology infrastructure to adapt government operations
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	6 Imp For services to address lost instructional time in K-12 schools
Secondary Impacted and/or Disproportionately Impacted populations	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Remote learning wifi and cabling for youth services center; teleconferencing equipment for arraignments between Jail and Justice Court.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Necessary cabling infrastructure to allow youth in our juvenile detention centers to receive education safely. Updated teleconferencing equipment for use in arraignments between the Jail and Justice Court.

Project Name: Prevention in Congregate Settings

Project Identification Number	A4
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed
Adopted Budget	\$4,609.00
Total Cumulative Obligations	\$4,609.00

Total Cumulative Expenditures	\$4,609.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Lux electrostatic backpack sprayer for disinfectant, for use at the Youth services center. Body temperature scanners for use at the detention facility for incoming inmates, attorneys, and inmate labor working in the kitchen, in response to a COVID outbreak at the detention facility.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$4,609.00
Type of capital expenditures, based on the following enumerated uses	Acquisition of equipment for COVID-19 prevention and treatment
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$4,609.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Equipment to prevent infection in YSC and Detention Facilities
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Equipment to prevent infection in YSC and Detention Facilities, to allow them to continue running and serving the community and general public.

Project Name: Huntley Water & Sewer

Project Identification Number	A5
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.2-Transfers to Other Units of Government
Status To Completion	Completed
Adopted Budget	\$25,000.00
Total Cumulative Obligations	\$25,000.00
Total Cumulative Expenditures	\$25,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	ARPA Competitive grant match for Huntley Water & Sewer District.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	4 Imp HHs that experienced increased food or housing insecurity
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARPA Competitive grant match for Huntley Water & Sewer district.

Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Went to discussion with the board of commissioners.
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Project Name: Metra Sewer, Water, & Power Infrastructure

Project Identification Number	A6
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.18-Water and Sewer: Other
Status To Completion	Completed 50% or more
Adopted Budget	\$17,555,519.78
Total Cumulative Obligations	\$9,680,369.97
Total Cumulative Expenditures	\$9,680,369.97
Current Period Obligations	\$926,244.75
Current Period Expenditures	\$926,244.75
Project Description	Upgrades on the campus to allow continued use of the facility for evacuation locations and other emergency uses
Projected/actual construction start date	8/22/2022
Projected/actual initiation of operations date	10/31/2022
Location Type(for broadband, geospatial location data)	Address
Location Details	308 6th Ave North Billings MT 59101
Public Water System (PWS) ID Number	MT0000153
National Pollutant Discharge Elimination System (NPDES) Permit Number	n/a
Median Household Income of service area	\$60,032.00
Lowest Quintile Income of the service area	\$17,634.00
Does the project prioritize local hires?	Yes
Does the project have a Community Benefit Agreement, with a description of any such agreement?	No

Project Name: YWCA Building

Project Identification Number	A9
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.34-Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)
Status To Completion	Completed
Adopted Budget	\$200,000.00
Total Cumulative Obligations	\$200,000.00
Total Cumulative Expenditures	\$200,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
	Funding assistance for YWCA Billings' Domestic violence

Project Description	program and Gateway Horizons Shelter.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	11 Imp Classes of NPs designated as negatively economically impacted
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	As a result of the COVID pandemic, a surge in violent crime and increased substance abuse across the county and the region, there has been a large spike in the number of domestic violence cases. Those trends and the demand for services and sheltering for victims are not subsiding. To augment our capability to assist victims and prevent them from becoming homeless, YWCA Billings has embarked on building another shelter to expand our current capacity by 300 percent.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Yellowstone County provided \$200,000 of ARPA funds for the new Gateway Horizons Shelter. The project cost is \$4 million. YWCA has raised \$2.6 million to move the project forward.
Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)	1

Project Name: County Attorney

Project Identification Number	A7
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	\$1,000,000.00
Total Cumulative Obligations	\$946,901.51
Total Cumulative Expenditures	\$946,901.51
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Violent drug crime significantly increased as a result of the pandemic. Prosecuting this crime within the local criminal justice system has been further complicated by delays in case resolution time frames directly created by the COVID pandemic. To address increased crime, court case backlogs, and extended pre-trial or pre-revocation hearing status of defendants in YCAO, Yellowstone County will provide 2 prosecutors and 2 paralegals over the course of three years to address this problem. Additionally, a software upgrade is included in this to help with a faster processing for all the above.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$207,538.77
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
Brief description of structure and objectives of assistance	The 4 positions will assist in processing and prosecuting the crimes committed in the Downtown Billings corridor, directly affecting American Indians and Alaska Natives,

program(s), including public health or negative economic impact experienced	who have been disproportionately impacted by the pandemic-related surge in crime, as victims (4.9% of population, 21% of victims) and offenders (39% of charges).
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Felony cases are taking longer to prosecute and work through the court system putting immense pressure on the local detention facility, the district court, the prosecutors, and defense attorneys. There are more defendants awaiting trial or revocation hearing, and because there are more uncharged suspects, there are more criminal suspects and defendants on the streets in Billings. Violent crime increased almost 40% between 6/20-8/21 compared to the previous 12 months.

Project Name: Lockwood TEDD

Project Identification Number	A8
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.2-Transfers to Other Units of Government
Status To Completion	Completed 50% or more
Adopted Budget	\$756,000.00
Total Cumulative Obligations	\$457,135.33
Total Cumulative Expenditures	\$457,135.33
Current Period Obligations	\$70,592.00
Current Period Expenditures	\$70,592.00
Project Description	Funding the engineering costs for Lockwood Targeted Economic Development District (TEDD), to assist in the project to extend sewer and water infrastructure to the area north of Interstate 90 near the community of Lockwood, to address the reliance on septic and drain field systems which have led to high nitrate levels and other groundwater concerns.

Project Name: Indoor Air Quality upgrades

Project Identification Number	A10
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed 50% or more
Adopted Budget	\$3,350,000.00
Total Cumulative Obligations	\$1,287,991.18
Total Cumulative Expenditures	\$1,287,991.18
Current Period Obligations	\$270,325.72
Current Period Expenditures	\$270,325.72
Project Description	Upgrades to air handler units, HVAC, Hepa filtration, and propane air standby facility
Does this project include a capital expenditure?	Yes

What is the Total expected capital expenditure, including pre-development costs, if applicable	\$3,350,000.00
Type of capital expenditures, based on the following enumerated uses	Installation and improvement of ventilation systems
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	To address Metra's facilities capability to withstand long-term emergencies in cases of utility disruptions, long-term alternative power, and a back-up heating system fuel for the facility's use as an emergency shelter with heat and power. To update our central HVAC system to reduce the spread of communicable disease and assist in the facility's use as a centralized public health center.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The Metrapark Arena was utilized as a centralized public health center during the COVID pandemic, staging areas for emergency personnel/equipment, field hospital, shelter for displaced individuals/animals, and a public vaccination site. Improvements to the air quality system and back-up generator will assist in this.

Project Name: Digital Screens / Public Address System

Project Identification Number	A2
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Status To Completion	Completed
Adopted Budget	\$2,882,199.38
Total Cumulative Obligations	\$2,882,199.38
Total Cumulative Expenditures	\$2,882,199.38
Current Period Obligations	\$41,250.00
Current Period Expenditures	\$41,250.00
Project Description	In First Interstate Arena, upgrade LED Video Display/signage, security system, and public address system to allow evacuation notices and other public safety announcements.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$1,467,042.00
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
Capital Expenditure Justification	The First Interstate Bank facility is used as a emergency facility during such public emergencies like COVID-19. This project will better adapt the facility in its use as such.
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Intended to improve the facility for evacuation notices and other public safety announcements in case of emergencies

Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Intended to improve the facility for evacuation notices and other public safety announcements in case of emergencies, facility is used by all residents of the county.
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Project Name: Sanitation Devices

Project Identification Number	A1
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.5-Personal Protective Equipment
Status To Completion	Completed
Adopted Budget	\$53,850.00
Total Cumulative Obligations	\$53,850.00
Total Cumulative Expenditures	\$53,850.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Kart Kleen entrance units and disinfectant lockers for the detention facility. Incident response bags and PPE units for Sheriff's office patrol officers.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$53,850.00
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Staff were contracting COVID-19, leading to staffing shortages in the detention facility and for patrol officers.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Use of PPE for detention and patrol officers reduces those infected and reduces the need for overtime with existing staff.

Subrecipients

Subrecipient Name: Hardy Construction Co

TIN	810241559
Unique Entity Identifier	DJ4JNBQJY646
POC Email Address	
Address Line 1	420 North 25th Street
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: ACE ELECTRIC INC

TIN	
Unique Entity Identifier	NGJ8DHZDHHY3
POC Email Address	
Address Line 1	808 W. Main Street
Address Line 2	
Address Line 3	
City	Laurel
State	MT
Zip	59044
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Tel Net Systems, Inc

TIN	810532133
Unique Entity Identifier	C1J5F6GKZPE3
POC Email Address	
Address Line 1	547 S 20th St West, Suite 2
Address Line 2	
Address Line 3	
City	Billings

State	MT
Zip	59102
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: AVI SYSTEMS, INC.

TIN	
Unique Entity Identifier	FZ5HN69FGXX8
POC Email Address	
Address Line 1	NW 8393, PO BOX 1450
Address Line 2	
Address Line 3	
City	MINNEAPOLIS
State	MN
Zip	55485
Zip+4	8393
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS

TIN	
Unique Entity Identifier	CF1ALKKX1WQ2
POC Email Address	
Address Line 1	909 Wyoming AVE
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	1638
Entity Type	Beneficiary
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: ASKIN CONSTRUCTION, LLC

TIN	
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Unique Entity Identifier	PVNTC3F78SY5
POC Email Address	
Address Line 1	3300 2ND AVE N STE 3
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Hulteng CCM Inc

TIN	010807465
Unique Entity Identifier	ZWWGFHB2NEU2
POC Email Address	
Address Line 1	6417 Trade Center Ave
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Montana Broom & Brush Co

TIN	810286714
Unique Entity Identifier	FKEAKL218LK1
POC Email Address	
Address Line 1	PO Box 3840
Address Line 2	
Address Line 3	

City	Butte
State	MT
Zip	59701
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Epcon Sign Co

TIN	810360725
Unique Entity Identifier	SD1LTKE93L29
POC Email Address	
Address Line 1	PO Box 21239
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59104
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: KART KLEEN LLC

TIN	834421771
Unique Entity Identifier	XFGPPENSLY83
POC Email Address	
Address Line 1	219 MANSION HEIGHTS DRIVE
Address Line 2	
Address Line 3	
City	MISSOULA
State	MT
Zip	59803
Zip+4	

Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: WESTERN WATER CONSULTANTS, INC

TIN	830250392
Unique Entity Identifier	KWAAEL3M2NM4
POC Email Address	
Address Line 1	611 SKYLINE ROAD
Address Line 2	
Address Line 3	
City	LARAMIE
State	WY
Zip	82070
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC

TIN	472403909
Unique Entity Identifier	XV8HAL8E3YB7
POC Email Address	
Address Line 1	PO Box 51475
Address Line 2	
Address Line 3	
City	BILLINGS
State	MT
Zip	59105
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Cushing Terrell

TIN	810305543
Unique Entity Identifier	X78FVBRCRBW8
POC Email Address	
Address Line 1	PO Box 30071

Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59107
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Yellowstone County

TIN	816001449
Unique Entity Identifier	FNVKTJD3B7C1
POC Email Address	
Address Line 1	216 N 26th Street
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Subrecipient; Beneficiary; Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subawards

Subward No: A6-3

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$54,450.00
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59105
Place of Performance Zip+4	
Description	Metra RV Area Electrical pedestal replacement, demo existing pedestals, install new fused disconnects, new 2" PVC conduit with aluminum conductors.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/1/2023
Period of Performance End	3/31/2024

Subward No: A6

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$1,781,882.45
Subaward Date	12/14/2021
Place of Performance Address 1	308 6TH AVE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The engineer shall provide collaborative coordination, planning, field work, surveying, specifications, cost estimates (PS&E) for the infrastructure project. Including, but not limited to, surfacing, sanitary sewer, potable water, storm water, and power. Engineer will act as prime consultant to provide site, surfacing, stormwater, conveyance design, surveying, lead construction administration and overall project quality assurance and quality control.
Subrecipient	WESTERN WATER CONSULTANTS, INC
Period of Performance Start	2/1/2022

Period of Performance End	3/31/2024
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Subward No: A6-2

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$7,382,147.39
Subaward Date	5/18/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The project consists of parking lot reconstruction to include removal of asphalt, grading, paving, concrete, striping, signage, storm drain removal and replacement, and lighting improvements.
Subrecipient	ASKIN CONSTRUCTION, LLC
Period of Performance Start	6/1/2022
Period of Performance End	3/31/2024

Subward No: A9

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$200,000.00
Subaward Date	4/12/2022
Place of Performance Address 1	909 Wyoming Ave
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	One time support payment to assist YWCA of Billings in building their 'Gateway Horizons Shelter' for their Domestic violence program.
Subrecipient	YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS
Period of Performance Start	6/7/2022
Period of Performance End	6/7/2022

Subward No: A10

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Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$1,178,107.92
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Project is to upgrade the existing HVAC Rooftop Units to include ultraviolet light Units and HEPA/AQ filter upgrades. Project will include upgrades to the Metra propane tanks, new vaporizer/mixers, and supply lines for propane-air standby in case of emergency gas disruption.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/1/2023
Period of Performance End	3/31/2024

Subward No: A2-6

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$133,650.00
Subaward Date	4/1/2023
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	It is necessary to replace security cameras in the Expo and Pavilion buildings to avoid operating two different security systems. The new system is compliant with Homeland Security regulations and the old system is not. The cameras in Expo & Pavilion are somewhat piecemeal with supporting I.T. equipment set up in non-secure and wet areas.
Subrecipient	Hardy Construction Co
Period of Performance Start	4/1/2023
Period of Performance End	6/30/2023

Subward No: A2-5

Subaward Type	Contract: Definitive Contract

Subaward Obligation	\$480,197.49
Subaward Date	9/20/2022
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Electrical work for the Arena security portion of the digital screen and PA system.
Subrecipient	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Period of Performance Start	9/20/2022
Period of Performance End	9/30/2023

Subward No: A2

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$959,859.26
Subaward Date	2/4/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	L.E.D. video display and signage for more effective communication in emergencies.
Subrecipient	Epcon Sign Co
Period of Performance Start	2/4/2022
Period of Performance End	6/30/2022

Subward No: A2-2

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$390,259.97
Subaward Date	3/22/2022
Place of Performance Address 1	308 6TH AVENUE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS

Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment necessary for electrical services for MetraPark digital screens and address system.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/26/2022
Period of Performance End	3/31/2024

Subward No: A2-3

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$339,769.46
Subaward Date	3/22/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment necessary for data cabling services
Subrecipient	Tel Net Systems, Inc
Period of Performance Start	6/1/2022
Period of Performance End	12/31/2023

Subward No: A2-4

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$223,303.91
Subaward Date	12/16/2021
Place of Performance Address 1	308 6TH AVENUE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment for the installation of audio visual equipment
Subrecipient	AVI SYSTEMS, INC.

Period of Performance Start	3/7/2022
Period of Performance End	12/31/2023

Subaward No: A1

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$53,850.00
Subaward Date	10/8/2021
Place of Performance Address 1	3165 KING AVE E
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Purchase of equipment used to counteract the spread of COVID-19 in the Yellowstone County Detention Facility and for Sheriff Patrol Officers.
Subrecipient	KART KLEEN LLC
Period of Performance Start	10/8/2021
Period of Performance End	10/8/2021

Expenditures

Expenditures for Awards more than \$50,000

Expenditure: EN-00743274

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,781,882.45
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$121,458.09

Expenditure: EN-00743275

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$7,382,147.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$23,344.29

Expenditure: EN-01065433

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,781,882.45
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	1/2/2023
Expenditure End	3/31/2023
Expenditure Amount	\$330,191.25

Expenditure: EN-01657622

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,781,882.45
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$443,051.05

Expenditure: EN-01657819

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$7,382,147.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$3,539,019.93

Expenditure: EN-01672528

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0756635
Subaward No	A6-3
Subaward Amount	\$54,450.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$37,620.00

Expenditure: EN-01783625

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542

Subaward No	A6-2
Subaward Amount	\$7,382,147.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$966,472.00

Expenditure: EN-01901260

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,781,882.45
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$228,439.96

Expenditure: EN-01901261

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$7,382,147.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$1,427,740.33

Expenditure: EN-01901262

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0756635
Subaward No	A6-3
Subaward Amount	\$54,450.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC

Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$55,440.00

Expenditure: EN-02013648

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,781,882.45
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$353,880.50

Expenditure: EN-02013649

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$7,382,147.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$560,153.24

Expenditure: EN-02013652

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0756635
Subaward No	A6-3
Subaward Amount	\$54,450.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	(\$38,610.00)

Expenditure: EN-00550208

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$7,382,147.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	8/23/2022
Expenditure End	9/20/2022
Expenditure Amount	\$402,283.30

Expenditure: EN-00550210

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,781,882.45
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	8/2/2022
Expenditure End	8/30/2022
Expenditure Amount	\$106,138.62

Expenditure: EN-00200711

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$1,781,882.45
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	2/1/2022
Expenditure End	3/29/2022
Expenditure Amount	\$56,118.94

Expenditure: EN-00452977

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6

Subaward Amount	\$1,781,882.45
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	4/26/2022
Expenditure End	6/30/2022
Expenditure Amount	\$142,604.04

Expenditure: EN-00453017

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$7,382,147.39
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$463,134.30

Expenditure: EN-00453069

Project Name	YWCA Building
Subaward ID	SUB-0354549
Subaward No	A9
Subaward Amount	\$200,000.00
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS
Expenditure Start	6/7/2022
Expenditure End	6/7/2022
Expenditure Amount	\$200,000.00

Expenditure: EN-01657824

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,178,107.92
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023

Expenditure End	6/30/2023
Expenditure Amount	\$670,537.00

Expenditure: EN-01783626

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,178,107.92
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$181,715.89

Expenditure: EN-01901263

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,178,107.92
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$82,636.99

Expenditure: EN-02013653

Project Name	Indoor Air Quality upgrades
Subaward ID	SUB-0751505
Subaward No	A10
Subaward Amount	\$1,178,107.92
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$243,218.04

Expenditure: EN-00743267

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$70,146.26

Expenditure: EN-00743268

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$65,010.13

Expenditure: EN-00743269

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$5,141.57

Expenditure: EN-00743273

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5

Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	10/1/2022
Expenditure End	12/31/2022
Expenditure Amount	\$209,836.60

Expenditure: EN-01065483

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	1/1/2023
Expenditure End	3/31/2023
Expenditure Amount	\$42,589.89

Expenditure: EN-01065480

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/2/2023
Expenditure End	3/31/2023
Expenditure Amount	\$55,900.35

Expenditure: EN-01065481

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	1/1/2023

Expenditure End	3/31/2023
Expenditure Amount	\$62,954.99

Expenditure: EN-01657610

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$30,982.50

Expenditure: EN-01657613

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$73,772.48

Expenditure: EN-01657616

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$111,234.44

Expenditure: EN-01657619

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$89,312.94

Expenditure: EN-01657879

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0751524
Subaward No	A2-6
Subaward Amount	\$133,650.00
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Hardy Construction Co
Expenditure Start	4/1/2023
Expenditure End	6/30/2023
Expenditure Amount	\$133,650.00

Expenditure: EN-01783623

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$45,329.03

Expenditure: EN-01783624

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49

Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	7/1/2023
Expenditure End	9/30/2023
Expenditure Amount	\$78,701.88

Expenditure: EN-01901257

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	\$866.25

Expenditure: EN-01901259

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	10/1/2023
Expenditure End	12/31/2023
Expenditure Amount	(\$503.65)

Expenditure: EN-02013647

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	1/1/2024
Expenditure End	3/31/2024

Expenditure Amount	\$40,837.50
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Expenditure: EN-00550202

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	9/6/2022
Expenditure End	9/20/2022
Expenditure Amount	\$95,272.41

Expenditure: EN-00550203

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	7/26/2022
Expenditure End	8/23/2022
Expenditure Amount	\$62,041.95

Expenditure: EN-00550204

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	9/20/2022
Expenditure End	9/20/2022
Expenditure Amount	\$259,314.66

Expenditure: EN-00550205

Project Name	Digital Screens / Public Address System
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Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	8/2/2022
Expenditure End	8/2/2022
Expenditure Amount	\$13,365.49

Expenditure: EN-00551169

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$480,197.49
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	9/20/2022
Expenditure End	9/20/2022
Expenditure Amount	\$102,346.07

Expenditure: EN-00152457

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	2/4/2022
Expenditure End	2/4/2022
Expenditure Amount	\$362,355.84

Expenditure: EN-00452978

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$959,859.26
Subaward Type	Contract: Purchase Order

Subrecipient Name	Epcon Sign Co
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$268,042.50

Expenditure: EN-00452981

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$390,259.97
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/26/2022
Expenditure End	6/30/2022
Expenditure Amount	\$134,621.29

Expenditure: EN-00452984

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$339,769.46
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$62,944.20

Expenditure: EN-00452987

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$223,303.91
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	5/1/2022
Expenditure End	5/17/2022
Expenditure Amount	\$50,972.52

Expenditure: EN-00152458

Project Name	Sanitation Devices
Subaward ID	SUB-0147488
Subaward No	A1
Subaward Amount	\$53,850.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	KART KLEEN LLC
Expenditure Start	10/8/2021
Expenditure End	10/8/2021
Expenditure Amount	\$53,850.00

Aggregate Expenditures for Awards less than \$50,000

Expenditure: EN-00743277

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$10,196.49
Total Period Obligation Amount	\$10,196.49

Expenditure: EN-01065490

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$13,323.73
Total Period Obligation Amount	\$13,323.73

Expenditure: EN-01657829

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$75,536.29
Total Period Obligation Amount	\$75,536.29

Expenditure: EN-01783629

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$47,855.80
Total Period Obligation Amount	\$47,855.80

Expenditure: EN-01901276

Project Name	Metra Sewer, Water, & Power Infrastructure
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Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$60,628.23
Total Period Obligation Amount	\$60,628.23

Expenditure: EN-02013657

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$48,335.01
Total Period Obligation Amount	\$48,335.01

Expenditure: EN-00550212

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$13,750.03
Total Period Obligation Amount	\$13,750.03

Expenditure: EN-00453220

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$56,565.49
Total Period Obligation Amount	\$56,565.49

Expenditure: EN-00743278

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$455.13
Total Period Obligation Amount	\$455.13

Expenditure: EN-01065487

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$2,617.00
Total Period Obligation Amount	\$2,617.00

Expenditure: EN-01657838

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$9,594.91
Total Period Obligation Amount	\$9,594.91

Expenditure: EN-01783631

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$2,040.32
Total Period Obligation Amount	\$2,040.32

Expenditure: EN-01901269

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$1,411.22
Total Period Obligation Amount	\$1,411.22

Expenditure: EN-02013662

Project Name	Indoor Air Quality upgrades
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$22,332.68
Total Period Obligation Amount	\$22,332.68

Expenditure: EN-00743276

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$40,338.90
Total Period Obligation Amount	\$40,338.90

Expenditure: EN-01065491

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$29,185.83
Total Period Obligation Amount	\$29,185.83

Expenditure: EN-01657836

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$32,016.23
Total Period Obligation Amount	\$32,016.23

Expenditure: EN-01783630

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments

Total Period Expenditure Amount	\$1,829.34
Total Period Obligation Amount	\$1,829.34

Expenditure: EN-01901268

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$8.75
Total Period Obligation Amount	\$8.75

Expenditure: EN-02013659

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$412.50
Total Period Obligation Amount	\$412.50

Expenditure: EN-00550206

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$32,629.70
Total Period Obligation Amount	\$32,629.70

Expenditure: EN-00200993

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$39,714.04
Total Period Obligation Amount	\$39,714.04

Expenditure: EN-00453155

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$137,192.65
Total Period Obligation Amount	\$137,192.65

Payments To Individuals

Expenditure: EN-00145246

Project Name	Equipment for Remote Education/Court
Total Period Expenditure Amount	\$12,101.33
Total Period Obligation Amount	\$12,101.33

Expenditure: EN-00453159

Project Name	Equipment for Remote Education/Court
Total Period Expenditure Amount	\$3,871.04
Total Period Obligation Amount	\$3,871.04

Expenditure: EN-00149053

Project Name	Prevention in Congregate Settings
Total Period Expenditure Amount	\$4,609.00
Total Period Obligation Amount	\$4,609.00

Expenditure: EN-00145254

Project Name	Huntley Water & Sewer
Total Period Expenditure Amount	\$25,000.00
Total Period Obligation Amount	\$25,000.00

Expenditure: EN-00743279

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$218.00
Total Period Obligation Amount	\$218.00

Expenditure: EN-01657843

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$25,631.50
Total Period Obligation Amount	\$25,631.50

Expenditure: EN-01657844

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$23,144.00
Total Period Obligation Amount	\$23,144.00

Expenditure: EN-01901279

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$23,882.50
Total Period Obligation Amount	\$23,882.50

Expenditure: EN-02013666

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$2,486.00
Total Period Obligation Amount	\$2,486.00

Expenditure: EN-00551176

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$44,401.00
Total Period Obligation Amount	\$44,401.00

Expenditure: EN-00145477

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$15,936.06
Total Period Obligation Amount	\$15,936.06

Expenditure: EN-00743280

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$32,025.00
Total Period Obligation Amount	\$32,025.00

Expenditure: EN-01065497

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$128,946.33
Total Period Obligation Amount	\$128,946.33

Expenditure: EN-01657846

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$75,802.50
Total Period Obligation Amount	\$75,802.50

Expenditure: EN-01783632

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$41,354.50
Total Period Obligation Amount	\$41,354.50

Expenditure: EN-01901277

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$56,622.00
Total Period Obligation Amount	\$56,622.00

Expenditure: EN-02013664

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$70,592.00
Total Period Obligation Amount	\$70,592.00

Expenditure: EN-00550198

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$15,613.00
Total Period Obligation Amount	\$15,613.00

Expenditure: EN-00453150

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$36,180.00
Total Period Obligation Amount	\$36,180.00

Expenditure: EN-00743281

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$15,580.00
Total Period Obligation Amount	\$15,580.00

Expenditure: EN-01065494

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$11,304.00
Total Period Obligation Amount	\$11,304.00

Expenditure: EN-01065495

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$1,518.00
Total Period Obligation Amount	\$1,518.00

Expenditure: EN-01657848

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$10,575.00
Total Period Obligation Amount	\$10,575.00

Expenditure: EN-01783633

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$10,200.00
Total Period Obligation Amount	\$10,200.00

Expenditure: EN-02013669

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$4,775.00
Total Period Obligation Amount	\$4,775.00

Expenditure: EN-00550207

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$15,080.00
Total Period Obligation Amount	\$15,080.00

Expenditure: EN-00453160

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$2,400.00
Total Period Obligation Amount	\$2,400.00

Expenditure: EN-00023880

Project Name	Digital Screens / Public Address System
Total Period Expenditure Amount	\$41,831.35
Total Period Obligation Amount	\$41,831.35

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$10,000,000.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Metrapark infrastructure improvements includes parking lot restructuring for ADA access, public safety vehicle access, and to improve movement of traffic through the Metrapark parking lot in the event of emergencies, will be funded with a portion of the \$10 million allocation.

Overview

Total Obligations	\$15,554,028.74
Total Expenditures	\$15,554,028.74
Total Adopted Budget	\$25,843,150.53
Total Number of Projects	10
Total Number of Subawards	12
Total Number of Expenditures	102

Have you expended \$750,000 or more in federal award funds during your most recently completed fiscal year?	Yes
Have you submitted a single audit or program specific audit report to the Federal Audit Clearinghouse (FAC)?	Yes

Certification

Authorized Representative Name	JENNIFER JONES
Authorized Representative Telephone	
Authorized Representative Title	Finance Director
Authorized Representative Email	jjones@yellowstonecountymt.gov
Submission Date	4/25/2024 3:13 PM

B.O.C.C. Regular

Meeting Date: 04/30/2024

Title: Response to Audit Findings - April 22, 2023

Submitted By: Amy Mills

TOPIC:

April 1 - April 15 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT

April 1 to April 15, 2024

Date: 4/19/2024

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

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

Date	Employee Name	Department	Finding	
4/19/24	Catlin, Cole	CA	Salary s/b \$3,375.00	✓
4/19/24	Gehring, Crystal	Detention	Hourly rate s/b \$24.51	✓
4/19/24	Overton, Cassie	Detention	Correct time card hrs, update accruals (Reg hrs s/b 80, Shift diff s/b 77.25, Remove OT w/diff)	✓
4/19/24	Tweten, Marie	Metra	Hourly rate s/b \$14.75	✓
4/19/24	Atkinson, Michael	YSC	Update comp time accruals (overtime was removed, no comp time earned)	✓
4/19/24	Halvorson, Patrick	YSC	6.75 comp used not showing in the used column on employee summary	✓