

**OFFICIAL AGENDA**  
**TUESDAY August 13, 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**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**9:30 a.m. PRESENTATION**

Swearing in New Sheriff's Deputies - Deputy Kimberly Martin, Deputy Joshua Wilmeth,  
Deputy Devin Aiello and Deputy Travis Brewington

**PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS**

1. **COMMISSIONERS**

- a. Resolution 24-128 to Cancel the Tuesday, September 17th, 2024 Board of County Commissioner's Meeting
- b. Resolution 24-126 to Participate in the Montana Community Reinvestment Plan by Identifying and Approving HAB Development Corporation as Yellowstone County's Community Reinvestment Organization

2. **FINANCE**

Notice of Proposed FY25 RSID Assessments - Tax Year 2024

**CLAIMS**

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**CONSENT AGENDA**

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1. **CLERK AND RECORDER**

Plat of Gresham Subdivision and the S.I.A.

2. **COMMISSIONERS**

- a. Amusement Games Permit
- b. Class Specification - Detention/Shelter Care Teacher
- c. Board Openings - Updated List

3. **COUNTY ATTORNEY**

Branding & Local Purchasing Policy

4. **FINANCE**

- a. Facilities/Youth Services Contract with Montana Fence for Fence Repair/Replacement
- b. Public Works Weed Division Request to Expend for New Copier
- c. Grant #NR230325XXXXC003 EWP Project 5044 Flood Recovery Measures - Revised Final Federal Financial Report
- d. Equitable Sharing Agreement and Certification Form For FY24
- e. County Credit Card for Disaster & Emergency Services Director
- f. Bond for Lost Warrant
- g. Metra Invitation for Bids, ARPA infrastructure Expo Back Lot
- h. Resolution No. 24-129 to Create RSID 907M Gresham Subdivision - Roads
- i. Resolution No. 24-130 to Create RSID 908M Gresham Subdivision - Dry Hydrant

- j. Resolution No. 24-131 to Create RSID 909M Gresham Subdivision - Park
- k. Recommendation of Award for Short Term Holding Facility GC/CM to Sletten Construction

5. **METRA PARK**

Metra Trust Check Log for July 2024

6. **PUBLIC WORKS**

O'Donnell Park Contract with Top Notch Concrete

7. **SHERIFF**

- a. Billings Adult Education Center Agreement for the Period 7/1/24 through 6/30/25
- b. Extended Warranty Service Agreement for Motorola-Watchguard

8. **SUPERINTENDENT OF SCHOOLS**

Matthew Henry Agreement for 2024-2025

9. **YOUTH SERVICES**

- a. Partnership Agreement between Youth Services Center and Billings School District #2
- b. NCIC Contract with Youth Services Center

10. **HUMAN RESOURCES**

**PERSONNEL ACTION REPORTS - Elections** -1 Termination; **Sheriff's Office** - 2 Appointments, 1 Salary & Other; **Detention Facility** - 2 Appointments, 1 Termination; **Motor Vehicle** - 2 Appointments,1 Termination; **Road & Bridge** - 1 Appointmen

**FILE ITEMS**

1. **AUDITOR**

Payroll Audit for July 16 - July 31, 2024

2. **CLERK AND RECORDER**

2024 DOR Certified Values

3. **CLERK OF DISTRICT COURT**

Checks and Disbursements for July 2024

4. **EMERGENCY AND GENERAL SERVICES**

EMPG - FY23/24Quarter 4 Reimbursement Request Submitted

5. **HUMAN RESOURCES**

Response to Audit Findings - July 16, 2024 to July 31, 2024

**PUBLIC COMMENTS ON COUNTY BUSINESS**



B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Swearing in New Sheriff's Deputies

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

Swearing in New Sheriff's Deputies - Deputy Kimberly Martin, Deputy Joshua Wilmeth, Deputy Devin Aiello and Deputy Travis Brewington

BACKGROUND:

N/A

RECOMMENDED ACTION:

Swearing in.

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B.O.C.C. Regular

1. a.

Meeting Date: 08/13/2024

Title: Resolution to Cancel BOCC Meeting

Submitted By: Teri Reitz, Board Clerk

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**TOPIC:**

Resolution 24-128 to Cancel the Tuesday, September 17th, 2024 Board of County Commissioner's Meeting

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Resolution to Cancel BOCC Meeting

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**RESOLUTION NO. 24-128**

***Canceling a Meeting Date of the Board of County Commissioners***

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, established an official meeting time for Tuesdays at 9:30 A.M. for official meetings of the Board of County Commissioners,

WHEREAS, the Board of County Commissioners, pursuant to Section 7-5-2122, M.C.A., must set any official Board meeting changes by resolution;

WHEREAS, The Board will not be able to convene for the meeting set for Tuesday, September 17, 2024 and the Board of County Commissioners wish to cancel the meeting set for that date;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall cancel the meeting of Tuesday September 17, 2024.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 13<sup>th</sup> day of August, 2024.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
John Ostlund, Chairman

\_\_\_\_\_  
Mark Morse, Member

\_\_\_\_\_  
Donald W. Jones, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

1. b.

Meeting Date: 08/13/2024

Title: Resolution 24-126 to Participate in the Montana Community Reinvestment Plan by Identifying and Approving HAB Development Corporation as Yellowstone County's Community Reinvestment Organization

Submitted By: Erika Guy

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TOPIC:

Resolution 24-126 to Participate in the Montana Community Reinvestment Plan by Identifying and Approving HAB Development Corporation as Yellowstone County's Community Reinvestment Organization

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

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Attachments

24-126

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**Resolution No. 24-126**

**Resolution to Affirmatively Participate in the Montana Community Reinvestment Plan by  
Identifying and Approving HAB Development Corporation as Yellowstone County's  
Community Reinvestment Organization**

**WHEREAS**, the Yellowstone County Board of County Commissioners recognizes every community within Yellowstone County has been impacted by a lack of affordable, attainable workforce housing, which in turn has led to a variety of issues for constituents and businesses.

**WHEREAS**, the State of Montana, through enactment of House Bill No. 819 (HB 819), has established the Montana Community Reinvestment Plan (MCRP), which is an innovative public-private platform to help middle-class income earners find an attainable pathway to owning their own home. The MCRP program calls for formation of a Community Reinvestment Organization (CRO) to provide facilitated assistance for workforce housing and related services within Montana, and to which state money is allocated based upon a county's gross domestic product.

**WHEREAS**, the MCRP program will provide the opportunity to meet significant community development needs and will enhance economic stability within Yellowstone County.

**WHEREAS**, HAB Development Corporation ("HAB") is a 501(c)(3) charitable organization that was founded in 1994 and is directly affiliated with HomeFront, which is the largest municipal housing authority in the State of Montana. HAB qualifies as a CRO pursuant to the statutory requirements of HB 819. Each county must "opt into" the MCRP program by choosing one CRO within which to participate. Each CRO must establish a revolving fund which holds the state's allocation.

**WHEREAS**, the Yellowstone County Board of County Commissioners believes, after examining the program materials and considering the needs and potential benefits to its residents, participation in the MCRP program is important to the continued health, welfare, and economic prosperity of the County's constituents and businesses.

**NOW, THEREFORE BE IT RESOLVED.**

The Yellowstone County Board of County Commissioners selects HAB Development Corporation as its chosen Community Reinvestment Organization for purposes of participation in the Montana Community Reinvestment Plan.

Passed and Adopted on this 13<sup>th</sup> day of August, 2024.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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John Ostlund, Chair

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Mark Morse, Member

ATTEST:

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Donald W. Jones, Member

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Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Notice of Proposed FY25 RSID Assessments

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

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TOPIC:

Notice of Proposed FY25 RSID Assessments - Tax Year 2024

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve

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Attachments

Notice of Proposed FY25 RSID Assessments

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## **Notice of Proposed FY25 Rural Special Improvement District (RSID) Assessments**

Yellowstone County is proposing assessments for Rural Special Improvement Districts (RSID's) at various levels of assessment. Property owners residing within RSID boundaries are being provided this information for review and comment purposes. Property owners desiring to comment on the proposed assessments may send a letter or email to the County or attend the board meeting on August 27, 2024, to be heard.

On August 27, 2024 @ 9:30 a.m. in Room 3108 of the Stillwater Building (316 N 26<sup>th</sup> Street), assessments will be adopted via a resolution by the Board of County Commissioners after consideration of the public input.

To access this information, property owners can review the proposed assessment on Yellowstone County's Website at:

**[http://www.yellowstonecountymt.gov/publicworks/RSIDs/RSIDMaint\\_History\\_Proposed.pdf](http://www.yellowstonecountymt.gov/publicworks/RSIDs/RSIDMaint_History_Proposed.pdf)**

Information contained in the worksheet includes the proposed FY25 assessments and district expenditure and assessment history for the past 3 fiscal years. Requests for additional history detail can be sent to Yellowstone County Finance Department - [lsticka@yellowstonecountymt.gov](mailto:lsticka@yellowstonecountymt.gov)

Comments or concerns can be sent to:  
Yellowstone County  
PO Box 35003  
Billings, MT 59107



B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Plat of Gresham Subdivision

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

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TOPIC:

Plat of Gresham Subdivision and the S.I.A.

BACKGROUND:

Reviewed.

RECOMMENDED ACTION:

Approve.

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Attachments

Gresham SIA

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

**GRESHAM SUBDIVISION, 1<sup>st</sup> FILING**  
**Table of Contents**  
**(Yellowstone County)**

I.	VARIANCES .....	2
II.	CONDITIONS THAT RUN WITH THE LAND .....	2
III.	TRANSPORTATION.....	3
	A. Streets .....	3
	B. Traffic Control Devices.....	3
	C. Access .....	4
D.	Billings Area Bikeways and Trail Master Plan (BABTMP) .....	4
IV.	EMERGENCY SERVICE .....	4
V.	STORM DRAINAGE.....	4
VI.	UTILITIES .....	4
	A. Water .....	4
	B. Septic System .....	4
	C. Power, Telephone, Gas, and Cable Television.....	5
VII.	PARKS/OPEN SPACE .....	5
VIII.	IRRIGATION.....	5
IX.	WEED MANAGEMENT .....	5
X.	SOILS/GEOTECHNICAL STUDY .....	5
XI.	FINANCIAL GUARANTEES .....	5
XII.	LEGAL PROVISIONS.....	6

**Gresham Subdivision, 1<sup>st</sup> Filing**

**This agreement** is made and entered into this 15<sup>th</sup> day of MAY, 2024, by and between *Bighorn Drywall and Construction, LLC*, whose address for the purpose of this agreement is **6114 Arthur Avenue, Billings, MT 59106**, hereinafter referred to as "Subdivider," and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as "County."

**WITNESSETH:**

**WHEREAS**, at a regular meeting conducted on 22<sup>nd</sup> day of August, 2023, the Board of Planning recommended conditional approval of a preliminary plat of *Gresham Subdivision, 1<sup>st</sup> Filing*; and

**WHEREAS**, at a regular meeting conducted on 19<sup>th</sup> day of September, 2023, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Gresham Subdivision, 1<sup>st</sup> Filing*; and

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

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

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

**I. VARIANCES**

There are no variances being requested with this subdivision.

**II. CONDITIONS THAT RUN WITH THE LAND**

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

- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

### **III. TRANSPORTATION**

#### **A. Streets**

The streets within this subdivision Miller Farm Road, Gresham Road, Anders Road, and Arthur Road shall have a 60-foot-wide right-of-way and South 60<sup>th</sup> Street West shall have a 70-foot right-of-way. All new roads will be constructed to county paved road standards with a satisfactory subbase, base course, and asphalt surface. The roads within the subdivision shall be maintained by creation of an RSID.

#### **B. Traffic Control Devices**

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

**C. Access**

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

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

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

**IV. EMERGENCY SERVICE**

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

**V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by MDEQ, or its designee.

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

**VI. UTILITIES**

**A. Water**

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

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

**B. Septic System**

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

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

**C. Power, Telephone, Gas, and Cable Television**

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

**VII. PARKS/OPEN SPACE**

The area of parkland dedication required for this subdivision is 2.19 acres. A total of 0.55-acre park is planned to be dedicated. A 10-foot-wide paved pathway adjacent to Hesper will also be completed. The remaining parkland will be finished graded and seeded with native prairie grass mixture. An RSID will be created for the maintenance of the parkland. The remaining balance, 1.64 acre of required parkland dedication, will be addressed by a cash-in-lieu contribution.

**VIII. IRRIGATION**

There are no irrigation systems located within this subdivision.

**IX. WEED MANAGEMENT**

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

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

**X. SOILS/GEOTECHNICAL STUDY**

A geotechnical study is not required for this subdivision.

**XI. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in

connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

## **XII. LEGAL PROVISIONS**

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

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

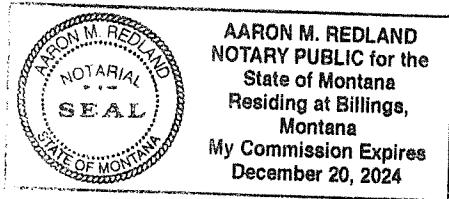
“SUBDIVIDER”

*Bighorn Drywall and Construction, LLC*

By: *Heath Olson*  
Heath Olson, managing member

STATE OF MONTANA     )  
                                      : ss  
County of Yellowstone    )

On this 15<sup>th</sup> day of MAY, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Heath Olson, known to me to be the managing member of *Bighorn Drywall and Construction, LLC*, who executed the foregoing instrument and acknowledged to me that they executed the same.



*Aaron M. Redland*  
Notary Public in and for the State of Montana  
Printed Name: AARON M REDLAND  
Residing at: BILLINGS, MT

This agreement is hereby approved and accepted by Yellowstone County, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

“COUNTY”  
COUNTY OF YELLOWSTONE  
MONTANA

County of Yellowstone  
Board of County Commissioners

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_  
County Clerk and Recorder



STATE OF MONTANA       )  
  : ss  
County of Yellowstone       )

On this\_\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

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

## Waiver of Right to Protest

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

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

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

*Gresham Subdivision, 1<sup>st</sup> Filing*

Signed and dated this 15<sup>th</sup> day of MAY, 2024.

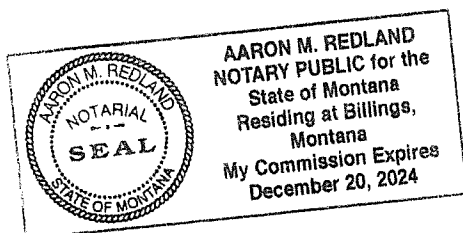
Bighorn Drywall and Construction, LLC

By: [Signature]  
Heath Olson, managing member

STATE OF MONTANA     )  
                                      : ss  
County of Yellowstone    )

On this 15<sup>th</sup> day of MAY, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Heath Olson, known to me to be the managing member of *Bighorn Drywall and Construction, LLC*, who executed the foregoing instrument and acknowledged to me that they executed the same.

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



[Signature]  
Notary Public in and for the State of Montana  
Printed name: AARON M. REDLAND  
Residing in Billings, Montana  
My commission expires: DEC. 20, 2024

B.O.C.C. Regular

2. a.

Meeting Date: 08/13/2024

Title: Amusement Games Permit

Submitted By: Erika Guy

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TOPIC:

Amusement Games Permit

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve

---

Attachments

Amusement Games Permit

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August 13, 2024

**Amusement Games Permit**

Thomas Carnival, Inc., submitted a request to the Yellowstone County Board of County Commissioners for a Carnival Games Amusement License and Permit for the purpose of operating carnival games during the 2024 MontanaFair. After consideration of this request and pursuant to MCS §§ 23-6-103 AND 104, the Board hereby grants Thomas Carnival, Inc. and Amusement Game License in order to operate all carnival games listed in the Amusement Game License, attached as Exhibit “A”.

Dated this 13<sup>th</sup> day of August 2024

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John Ostlund, Chairman

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Mark Morse, Member

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Donald W. Jones, Member

**Exhibit A:**

Fish Pond

Hoop or Ring Toss

Balloon Pop

Ball Toss

Basketball Toss/Throw

Fishbowl game

Soccer Ball Kick

Goblet Ball (Whiffle ball)

Skill Chute (Bulldozer)

High Striker

Rope Ladder

Water Race

Fool the Guesser

Bean Bag

Bottle Up

Wacky Wire

Other games provided for under the act.

B.O.C.C. Regular

2. b.

Meeting Date: 08/13/2024

Title: Class Specification - Detention/Shelter Care Teacher

Submitted By: Erika Guy

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TOPIC:

Class Specification - Detention/Shelter Care Teacher

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

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Attachments

Class Specification - Detention/Shelter Care Teacher

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# Yellowstone County

## HUMAN RESOURCES

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



To: Yellowstone Board of County Commissioners

From: Dwight Vigness, H.R. Director on behalf of  
Yellowstone County Hay Evaluation Committee  
(Tim Miller, Jeff Martin, Dwight Vigness and LynnDee Schmidt).

Date: August 7, 2024

Re: Review of New Position

The Hay Group and Job Evaluation Committee evaluate a new classification specification of Detention/Shelter Care Teacher for the Youth Services Center.

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

Recommendation of the HAY Evaluation Committee:

Title	Grade	Range
Detention/Shelter Care Teacher	H	\$60,395 – \$85,263

### Commissioner's Action

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

Copy: HAY Evaluation Committee  
Jennifer Jones, Finance Director

# Yellowstone County Class Specification

<b>Class Title</b>	<b>Detention/Shelter Care Teacher</b>
<b>Class Code Number</b>	<b>5124</b>
<b>Grade</b>	<b>H</b>
<b>FLSA</b>	<b>Exempt</b>
<b>EEO Function</b>	<b>Corrections (11)</b>
<b>EEO Category</b>	<b>Professional (2)</b>
<b>Date</b>	<b>August 2024</b>

## Job Summary

Provides for an appropriate educational program for youth placed and living in a licensed shelter or detention facility. Responsible for developing curriculum, learning tools, and providing a safe, secure, and supportive learning environment conducive to learning for all students placed in Yellowstone County youth care setting.

## Distinguishing Class Features

This position is responsible for a variety of instructional duties in a licensed shelter or detention facility education environment. Instructs students in a classroom, individually and/or in small groups in accordance with policies and procedures; plan, implement, and evaluate learning programs and activities in assigned teaching areas; develop and implement IEP goals and assess student progress and achievement coordinate programs to increase independence and functioning in society, socially, vocationally, and academically.

## Essential Job Duties and Responsibilities

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

- ☐ Plans, prepares, and delivers instructional activities that facilitate an active learning environment;
- ☐ Observes and evaluates youth's performance and development; provides appropriate feedback on work; and encourages and monitors the progress of individual students;
- ☐ Identifies the learning needs of students and interprets assessment information;
- ☐ Identifies and selects different instructional resources and methods to meet youths' varying needs;
- ☐ Establishes and communicates clear objectives for all learning activities;
- ☐ Maintains accurate and complete records of youths' progress and development; and updates all necessary records accurately and completely as required by laws and agency policies;
- ☐ Provides educational services to potentially aggressive/combatative youth in a correctional setting with a wide variety of temperaments (volatile, aggressive, suicidal) and specialized needs;
- ☐ Treats youth with respect in all situations and the ability to react quickly and effectively to defuse hazardous, combative, volatile situations verbally and physically on an as needed basis;



- ❑ Keeps up to date with developments in the subject area, teaching resources, and methods and make relevant changes to instructional plans;
- ❑ Performs all duties in compliance with agency safety policies and procedures;
- ❑ Select and requisition books, instructional materials, supplies, and equipment;
- ❑ Establish, with the Individualized Education Programs (IEP) team, standards of expected progress for individual students in designated areas of instruction or development and techniques for periodic assessment of that progress;
- ❑ Prepare written lesson plans and select instructional materials/equipment which shall reflect the individual diagnostic, prescriptive, and performance characteristics of each pupil;
- ❑ Provide individual and small group instruction in order to adapt the instruction and curriculum to the needs of pupils with varying physical, intellectual, and perceptual abilities, attitudes, emotional needs and cultural, socioeconomic, or linguistic backgrounds;
- ❑ Provides motivation and a varied approach to pupils who have short attention spans and/or who have difficulty in working independently;
- ❑ Provide counsel to pupils in assisting them with understanding and coping with disabilities and other educational and personal problems;
- ❑ Assess student progress using pre/post testing;
- ❑ Maintain and submit reports of health and attendance and keeps all other records and submits necessary reports as required by law and/or the Montana Office of Public Instruction;
- ❑ Maintain as understanding of the general education curriculum and aligns the classroom instruction with that curriculum as appropriate to the individual pupils;
- ❑ Attend Department and School-site meetings as required;
- ❑ Set up student accounts for online learning, teach youth the material, grade submitted youth work, manage classroom behavior;
- ❑ Bill the student's home school district (for certain states); getting records from the student's last place of enrollment;
- ❑ Coordinating partner with the University of Alabama PBIS team;
- ❑ NASP (National Archery in the Schools Program) Education Coordinator; Red Cross lifeguard;
- ❑ Coordinator for Title I Part D;
- ❑ Performs a variety of related duties not listed, to be determined and assigned as needed.

<h3 style="margin: 0;">Required Knowledge, Skills, and Abilities</h3>
---

***Knowledge and understanding of:***

- ❑ Purposes and programs of youth care agencies and educational needs;
- ❑ Principles and practices of youth education, crisis intervention and youth behavior and culture;
- ❑ Principles, practices and laws of youth probation and corrections;
- ❑ Child and adolescent development and the dynamics of abuse and neglect;
- ❑ Mental disorders and the psycho-pharmacy medications required;
- ❑ Understanding of minorities and their respective cultures;
- ❑ Principles, theories, practices, methods, and techniques used in curriculum development and classroom instruction for alternative education programs;
- ❑ Classroom procedures and appropriate student conduct;
- ❑ Problems and concern of students with special needs;
- ❑ Curriculum and lesson plan development to meet IEP or other educational goals;
- ❑ Terminology involved in alternative education programs;
- ❑ Principles of training and providing work direction;
- ❑ Proper lifting techniques. Interpersonal skills using tact, patience, and courtesy;

- ❑ Applicable sections of the Montana Office of Public Instruction regulations and other applicable laws;
- ❑ Basic computer operation;
- ❑ First aid and CPR. IEP Process. Behavior modification techniques.

***Skilled in:***

- ❑ Intake interviewing, counseling and assessment;
- ❑ Persuading assigned youth to work for positive behavioral changes;
- ❑ Identifying and evaluating youth emotional needs.

***Ability to:***

- ❑ Administer psychological testing and analyze results to arrive at a diagnosis;
- ❑ Implement Montana education policies and procedures;
- ❑ Review and implement agency policies, procedures, and operating guidelines;
- ❑ Convey and interpret information to students;
- ❑ Lead discussions;
- ❑ Communicate orally and in writing with students, parents, administrators, and other professionals involved in the education of agency youth;
- ❑ Work under stressful conditions, with possible occurrences of extreme heightened stress;
- ❑ Work independently with minimum supervision;
- ❑ Work collaboratively with all stakeholders and maintain a professional, courteous demeanor;
- ❑ Keep accurate files and records;
- ❑ Write clearly and informatively, varying writing style to meet needs;
- ❑ Speak clearly and persuasively in positive and negative situations;
- ❑ Manage difficult or emotional situations;
- ❑ Train, assign, supervise and evaluate the work of others;
- ❑ Operate a personal computer using standard word processing, spreadsheet, and database applications appropriate to assigned duties;
- ❑ Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.

<b>Reporting Relationships</b>
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Reports to Youth Services Program Supervisor and Youth Services Program Director.

<b>Minimum Qualifications</b>
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***Education/Experience/Training:***

- Bachelor's degree and State of Montana -Teaching License-Type 2 (Standard Teaching 5-12); **and**
- One (1) years' teaching experience.

***Note:***

Pre-employment conditions require acceptable results from mandatory:

- pre-employment drug test;
- finger printing and criminal records check;

Requirements for continued employment:

- Failure to maintain required licensure/certification will result in termination of employment.

***Certifications:***

- Driver's License issued by the State of Montana;
- Licensed by the State of Montana as a Licensed Clinical Professional Counselor or Licensed Clinical Social Worker; **and**
- CPR and First Aid Certification (within 6 months).
- Earn professional development credits (60) each certification period to keep license current.

## **Working Conditions and Essential Physical Abilities**

### ***Essential Physical Abilities:***

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

- Clarity of speech and hearing that permits the employee to communicate well with youth, others involved in the teaching and counseling of assigned youth;
- Sufficient vision that permits the employee to review a wide variety of written reports and other materials in both hardcopy and electronic form and to carefully observe the behavior and activities of youth on an assigned shift;
- Manual dexterity that permits the employee to operate a computer keyboard and transport case files, supplies, and other items;
- Personal mobility that permits the employee to move from one area of the youth care facility to another and to manage youth when they become physically aggressive;
- Persons performing service in this position classification will exert 10 to 20 pounds of force frequently to lift, carry, push, pull, or otherwise move objects;
- Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

### ***Working Conditions:***

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

- Because an employee in this class is located in a work environment associated with unstable youth in a youth care facility, the work may involve an element of personal danger.

Accepted - Board of County Commissioners

Date Stamp  
August 3, 2024

B.O.C.C. Regular

2. c.

Meeting Date: 08/13/2024

Title: Board Openings

Submitted By: Erika Guy

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TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

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Attachments

Board Openings

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# YELLOWSTONE COUNTY BOARD OPENINGS

July 30, 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 partial to 6/30/26 1 full to 6/30/27
BROADVIEW CEMETERY	3 year	1 partial 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	2 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
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- ✚ NOTE: Eligible applicants for the above board must have professional expertise in history, planning, archaeology, architecture, or historic preservation-related disciplines.

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 full to 12/31/26 1 partial to 12/31/24 1 partial to 12/31/25
YOUTH SERVICES CENTER	2 year	3 full to 12/31/25

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APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, August 29, 2024

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August 6, 2024

METRAPARK ADVISORY BOARD	3 year	1 full to 12/31/27
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APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, September 5, 2024

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August 13, 2024

AREA II AGENCY ON AGING	1 year	1 full to 6/30/25
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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	1 full to 5/4/27
LOCKWOOD URBAN TRANSPORTATION DISTRICT	4 year	2 full to 5/2/28

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

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APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, September 12, 2024

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B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Branding & Local Purchasing Policy

Submitted By: Steve Williams

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TOPIC:

Branding & Local Purchasing Policy

BACKGROUND:

The purchasing policy has been updated to add branding and local purchasing sections. Specifically, sections P & Q have been added to adopt a local purchasing policy asking that departments seek to use local vendors, and a branding requirement stating that departments must seek board approval before using Yellowstone County branding on items. Also attached is a letter to department heads, advising them of the policy changes.

RECOMMENDED ACTION:

Vote to approve/deny

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Attachments

Purchasing Policy Letter

Purchasing Policy

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# *Yellowstone County*

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

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



Date: August 13, 2024

Re: Local Purchasing & County Branding

Attention: Yellowstone County Department Heads:

The purpose of this memorandum is to inform and guide Yellowstone County department heads on two important policy changes aimed at supporting our local economy and ensuring consistent branding for the County. First, we are introducing a Local Purchasing Initiative to encourage the use of local vendors and businesses for all work-related purchases, reducing reliance on out-of-county retailers. Second, we are implementing a new procedure requiring prior approval from the Board of County Commissioners (BOCC) for the creation of any county-branded merchandise. These measures are designed to promote community engagement, economic growth, and brand integrity.

## **I. Local Purchasing Initiative**

In an effort to support our local economy and promote sustainability, we are implementing a new policy encouraging all departments to prioritize local vendors and businesses for work-related purchases. While online retailers such as Amazon and other out-of-county suppliers offer convenience, it is imperative that we support our local businesses whenever possible. By doing so, we can foster economic growth within our community and build stronger relationships with local entrepreneurs. In accordance with this policy, please review and revise any purchasing practices for your department to include local vendors and businesses as a primary option.

## **II. Approval for County-Branded Merchandise**

To maintain consistency and appropriateness in the use of county branding, all departments are required to seek approval from the BOCC before creating any county-branded merchandise, including shirts, hats, bags, or other items intended for personal use, giveaways, or promotional purposes. This measure ensures that Yellowstone County's brand is represented accurately and aligns with the County's values and standards. In accordance with this policy, please submit any proposals for county-branded merchandise to the BOCC for review and approval before proceeding with production. This can be done by putting the item on the agenda for one of the BOCC's weekly discussion meetings.

We appreciate your cooperation in adhering to these new policies. By working together, we can enhance our community's economic resilience and maintain the integrity of the County's brand.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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John Ostlund, Chair

---

Mark Morse, Member

---

Donald W. Jones, Member



**YELLOWSTONE COUNTY PURCHASING POLICIES & PROCEDURES**  
**POLICY 24-127 AMENDING**  
**POLICY NO. 23-117**

Table of Contents

A.	FORWARD/INTRODUCTION .....	1
B.	PURCHASE REQUISITION .....	1
C.	PURCHASE ORDER/CLAIM .....	2
D.	CREDIT CARDS .....	2
E.	CAPITAL EXPENDITURES .....	3
F.	REQUEST TO EXPEND .....	3
G.	TRAVEL REQUEST .....	4
H.	PETTY CASH .....	4
I.	COMMISSIONERS' APPROVAL LIST .....	5
J.	RECEIVING AND INSPECTION .....	5
K.	DISPOSITION OF ASSETS .....	6
L.	INVITATION FOR BID/REQUEST FOR PROPOSAL .....	7
M.	CONTRACT AGREEMENTS .....	8
N.	PRINTED MATERIALS .....	8
O.	BUDGET TRANSFER AUTHORITY .....	8
P.	LOCAL PURCHASING.....	8
Q.	COUNTY BRANDING.....	9
R.	EFFECTIVE DATE AND APPROVAL .....	9

A. FORWARD/INTRODUCTION

The following Purchasing Policies and Procedures are intended for use as a guide for the decentralized purchasing system currently being used by Yellowstone County. When used with good judgment and common sense, the information provided will enable the County to obtain needed supplies and services efficiently and economically. County employees involved in the purchasing process should be familiar with and adhere to the guidelines set forth. These policies and procedures supersede all previous Purchasing Policies and Procedures.

B. PURCHASE REQUISITION

The purchase requisition (PR) is the initiating document necessary to set the purchasing or payment process in motion. The PR is prepared by each department in the Tyler Infinite Visions software. If the PR is for payment of an already received product or service, paperwork verifying the expense must be attached, i.e., invoice, packing slip, etc. The purchasing staff of the Finance Department will review the PR to assure all required information is correct. If all requirements are met, a purchase order number will be assigned. If the PR does not include the required information when received in the Finance Department, it will be returned to the originating department along with a memo noting the additional information necessary in order to process it or corrected if the Finance Department decides that is a better option.

The PR shall include all the following information:

1. Vendor, if known.
2. Quantity
3. Invoice or document identification number, if for payment
4. Abbreviated, accurate description of product or service.
5. Account number.
6. Unit price
7. Freight if applicable

When the Finance Department receives the PR, they will then become accountable for either ordering the items needed or processing the PR for payment. In order to do so, however, the following signatures are recommended to be on all purchase requisitions.

1. The requestor.
2. The Elected Official or Department Head, if not# 1.
3. The Elected Official or Department Head designee as filed in the Finance Department.

All purchase requisitions must have an authorized electronic approval or written manual approval on paper documentation.

If the PR is submitted to the Finance Department for payment only, all invoices verifying the expense(s) must accompany it. Any discounts available should also be noted on the PR in the appropriate place.

### C. PURCHASE ORDER/CLAIM

The Purchase order/claim (PO) is basically a legal contract between the vendor and Yellowstone County. It authorizes the vendor to supply Yellowstone County with ordered goods or services. All purchase order/claims will be signed by the Purchasing Agent or his/her designee. No PO will be processed without a properly completed purchase requisition.

After the PO is executed, it will be attached to the PR and delivered to the Auditing Department.

Once Finance has made payment to the vendor and the transaction is complete, the purchase order and all accompanying paperwork will be filed in numeric order in the Auditing Department and retained for at least as long as records retention statutes require.

### D. CREDIT CARDS

When possible, County purchases should be made using direct billing by the vendor.

Credit cards are to be requested through the Finance Department who will then seek BOCC approval for issuance.

Credit cards follow the same process as normal expenditures.

All credit card statements are required to have supporting documentation. Original itemized receipts and invoices must be turned over to the person in charge of the credit cards for that department in a timely manner after the date of the transaction or after returning from a trip or conference with any additional information to show the public purpose of the purchase. If a receipt is lost, the employee is required to prepare a missing receipt form, within five (5) business days, that is signed by the employee stating the purpose of the expense.

Each department will assign one person the responsibility of ensuring purchase requisitions containing all credit card invoices are turned in to the Finance Department in a timely manner to avoid incurring late fees. That person is responsible for ensuring all goods ordered are actually received and should not be the one to order the goods. If they are the employee who ordered the goods, a separate employee shall receive and inspect any goods purchased. Said person will review receipts and ensure that each purchase complies with county policy.

Monthly credit card bills must be paid in full by the department to avoid interest charges. Late fees on credit card invoices are determined to be an improper use of taxpayer money and could result in an audit comment on our annual financial audit. NOTE - Continued late charges due to a department's delays in getting the required paperwork with supporting docs and account coding submitted in a timely fashion may lead to the loss of credit card use by that department.

Credit card purchases are allowed for County business expenses only. Cash advances, purchases of alcoholic beverages or the purchase of personal items are not allowed under any circumstances. If an employee accidentally purchases a personal item on the County credit card, reimbursement must be made within five (5) business days. The original receipt must be turned in as proof of reimbursement to keep with the credit card purchase order.

It is the responsibility of the Elected Official/Department Head or designated person to notify the Finance department that a cardholder is ending employment so the credit card can be closed immediately. Failure to promptly notify the Finance Department may result in the loss of department credit card privileges.

Lost or stolen credit cards must be reported to the Finance department immediately by email.

All Credit Cards are also subject to the policy outlined in section C, "Purchase Order/Claim" and section I, 'Receiving and Inspection' below.

#### E. CAPITAL EXPENDITURES

Expenditure approval for capital outlay (900 series account) is granted when the budget is approved by the Board of County Commissioners, except for the following, which require further Commission approval.

1. A change in the type of capital equipment or project that was budgeted.
2. Any capital purchase that exceeds the capital outlay budget by more than 10%, not to exceed \$8,000 and that would require a transfer of funds from another line item in the budget.
3. If the capital purchase requires a formal bidding process by State statutes.
4. Purchases exceeding \$80,000, in line with MCA limits.
5. Purchases of real estate.

The Purchasing Agent will verify budget balance and assist with the purchase. Any computer and telecommunications related requests will be forwarded to Information Technology for review.

For building or remodeling projects approved by the Board of County Commissioners undertaken by the County as it relates to non-contract issues, the following applies:

1. In cases where an overall budget amount for a project is approved by the Board of County Commissioners, any expenditures specifically related to that project in an amount of \$50,000 or less may be approved by the Finance Director.
2. Any change order relating to an approved building or remodeling project in the amount of \$50,000 or less may be approved by the Finance Director.
3. Any individual expenditures exceeding \$50,000 shall be submitted to the Board of County Commissioners for approval.

#### F. REQUEST TO EXPEND

The request to expend (RTE) will be used to verify available budget monies and obtain Commissioner's approval, **when necessary** (see below), for all requests (costing \$2,500 or more with a useful life of at least one year). The RTE form is available from the Finance Department. The request to expend shall be completed by the Elected Official or Department Head requesting the equipment and forwarded to the Purchasing Agent with a completed purchase requisition. Per

MCA 18-4-306, if the purchase of goods/services exceeds \$10,000, and no competitive bid or proposal process is used, a Sole Source Procurement Justification Form acquired from the Finance Department will be filled out with the Department's recommendation and turned into Finance to accompany the RTE. The Purchasing Agent will then verify that budgeted funds are available for the purchase.

For amounts less than \$2,500, all departments will utilize purchase requisition (PR) forms only, no RTE is required.

Goods or services specifically approved by the Board of County Commissioners during the budget process and within the amount specifically approved, in amounts less than \$80,000, shall not require an RTE or Board approval.

For any goods or services to be coded to the 900 series object codes - capital items – costing \$2,500 or more and for which separate identification and approval was not included in the budget process, an RTE shall be submitted to the Board of County Commissioners for consideration and approval or denial at a regularly scheduled Board meeting.

Once the RTE is approved, it will then be the Finance Department's responsibility to assist the department with the capital acquisition and process the RTE with the purchase order.

The request to expend shall include the following information:

1. Item requested.
2. Cost
3. Any additional cost considerations (trade-in, freight charges, etc.)
4. Explanation of Purchase
5. Date RTE is prepared
6. Elected Official, Department Head or designee signature
7. Vendor, if known
8. Fund, Department, Activity and Objective number
9. Any price quotations or information pertaining to the purchase
10. Account balance
11. Purchasing Agent signature

Unless an emergency situation arises, all capital outlay purchases requiring an RTE must be approved by the Finance Department, and Board of County Commissioners, when necessary, prior to obligating County funds.

G. TRAVEL REQUEST (See Policy 09-22)

H. PETTY CASH

Petty Cash funds will be used to facilitate the purchase of low-cost items. Purchases allocated from petty cash should be limited to \$100.00. If expenditures are over this amount, normal purchasing procedures should be followed.

When a petty cash transaction occurs, a two-part petty cash form should be completed. For those departments that have their own petty cash fund, the original copy and sales receipt should be held by the requisitioning department until the cash on hand needs replenishment. At this time, the original copy of the petty cash form and sales receipt are to be forwarded to Purchasing for processing. A warrant to reimburse the department's petty cash fund will then be issued. The second copy of the petty cash form should be filed by the requisitioning department for their records. For those departments that do not have their own petty cash fund, the reimbursement process can be completed in the Auditor's office. All that is required is the receipt for which reimbursement is to be made.

The petty cash forms should contain the following information:

1. Date of purchase.
2. Amount of purchase.
3. Description of item purchased.
4. Department name.
5. Fund number.
6. Department number.
7. Activity number.
8. Object number.
9. Elected Official, Department Head or designee signature.
10. Vendor.

#### I. COMMISSIONERS' APPROVAL LIST

The Auditor's Office will generate a purchase order log used to record the Auditor's and Board of County Commissioners' approval on all claims prior to payment. The PO log will contain the following information:

1. PO number.
2. Date PO was issued.
3. Vendor.
4. Total dollar amount of PO.
5. Fund, Department, Activity and Objective number of the department involved.
6. Brief description.

Copies of the Purchase Orders will be forwarded with the purchase requisitions, requests to expend, travel requests and any additional paperwork to the Auditing Office for examination and verification. After verification, the Auditor's Office will forward one PO log to the Board of County Commissioners for their approval during a formal board meeting and one PO log to the Finance Department for warrants to be printed. After the Board has made final approval, the warrants are released.

#### J. RECEIVING AND INSPECTION

Those departments that receive products directly in their department will be responsible for the

receipt, inspection, and acceptance of those items. Inspection and acceptance of products shall not be conducted by any department employee involved in the ordering of the products. In no circumstance provided for under this section shall the Purchasing Agent serve in a receiving or accepting capacity for the County.

Receiving procedures are as follows:

1. When any or all items on the PO have been received, inspected, and accepted, the delivery receipt/packing list shall be dated, signed and forwarded to Finance purchasing staff.
2. When received items are not acceptable, the ordering department should notify the purchasing staff of the discrepancy, which will in turn contact the vendor and make arrangements to rectify the situation.
3. When items already accepted are subsequently found to be defective, the using department should notify the Purchasing Agent. When doing so, the following information, if available, is requested:
  - a. Name of vendor
  - b. PO number originally ordered on
  - c. Date defective item received
  - d. Nature of defect
  - e. Action requested (return for credit, replace, etc.)
4. When items are to be received by or delivered to someone or someplace other than the ordering department, such as Central Services, the above procedures shall be modified only to the extent that:
  - a. The receiving department may sign and date the delivery receipt/packing slip and forward it to Finance.
  - b. The receiving department must notify the ordering department of receipt of the order.

In the event an order is received without a packing list, one will have to be completed by the receiving department. A blank form for this purpose will be available from purchasing staff. It is extremely important that the packing slips are sent to purchasing staff as soon as the items are received and checked in. Without this paperwork, a warrant cannot be issued, and the vendor will not receive payment.

#### K. DISPOSITION OF ASSETS

Board of County Commissioners' approval is required by state statute to dispose of any asset in the County inventory. Any Elected Official or Department Head possessing assets excess to their needs are to submit in writing the description, asset tag number, if applicable, value, etc., of the asset to the Finance Department. The Finance Department will coordinate disposition by checking with other departments for possible use and consolidate a list to the Board to declare excess for sale, trade-in, or donation.

L. INVITATION FOR BID/REQUEST FOR PROPOSAL

When the estimated cost of products or supplies exceeds the limit established in MCA 7-5-2301 (\$80,000 at the time of adoption of this policy), the construction / repair / maintenance cost of a construction project exceeds this amount, or the construction of a building, road, or bridge exceeds this amount, an Invitation for Bid (IFB) or Request for Proposal (RFP) must be prepared. When the estimated cost of architectural/ engineering services exceeds the limit established in MCA 18-8-212 (\$50,000 at the time of adoption of this policy), an Invitation for Bid (IFB) or Request for Proposal (RFP) must be prepared. It must contain, but not be limited to, the following information:

1. The date and time the IFB/RFP is to be returned.
2. The date and time the IFB/RFP is to be opened.
3. The item(s) to be quoted or proposed.
4. A complete description and specification sheet for the item(s). This section must contain all information necessary for a vendor to make a complete and precise price quotation.
5. Shipping terms.
6. An estimated date the item is needed.
7. Operators/Service and Parts manual, if applicable.
8. The type and amount of the bid security required.
9. Any additional information such as pictures, warranties, trade-ins, etc.
10. Disclaimer.
11. The signature of the Yellowstone County Commission Chairperson.
12. The signature of the Yellowstone County Clerk and Recorder.
13. The address all IFB/RFPs are to be submitted to.

This information will be completed jointly by the requesting department and the Purchasing Agent. Specifications should be drafted in such a manner that a minimum of two (2) vendors will be able to participate in the procedure.

In addition to the completion of an IFB or RFP, an abbreviated form of each must also be published at least once a week for two consecutive weeks in an official newspaper of Yellowstone County. It must include the following information:

1. General description.
2. Bid deposit required.
3. Location where bid specifications may be secured.
4. Instructions for return of bid/proposal.
5. Time and date bids/proposals are to be returned.
6. Time and date bids/proposals are to be opened.

The Purchasing Agent may also solicit sealed bids from responsible suppliers by sending them a copy of the IFB or RFP.

When all IFB's and RFP's have been received, opened, reviewed, and recommended by the department head, the Board of County Commissioners shall award the contract to the lowest and best responsible bidder in the best interests of Yellowstone County.



For a detailed explanation of the Invitation to Bid or Request for Proposal process, please consult Volumes 2 and 3 of the Montana Codes Annotated.

M. CONTRACT AGREEMENTS

All agreements and contracts (excepting certain MetraPark contracts, and routine operational service and maintenance contracts) between any outside person or entity and Yellowstone County must be approved by the Board of County Commissioners prior to obligating Yellowstone County if any of the following factors exist:

1. The contract is in excess of \$20,000, or
2. The contract's term is in excess of one (1) year, or
3. The department's budget does not have sufficient funds to purchase the service or item.

The contract will be an official meeting agenda item and an official record of Yellowstone County. Furthermore, the Board of County Commissioners reserves the right to review any contract per their request.

N. PRINTED MATERIALS

Purchase requisitions for printed materials shall be accompanied by a sample form whenever possible. If the sample form needs to be returned, please indicate so on the purchase requisition. In addition to the standard information requested, an estimated date the forms will be required, and a projected yearly usage figure should be noted on the purchase requisition.

If there are changes of either the context or composition of the requested form, the finished proof (PMT) of said form shall be initialed by the Elected Official or Department Head as being correct prior to printing. When ordering printed materials, please keep in mind that the usual delivery time is five to six weeks. The suggested standard for ordering is to request a twelve-month supply when you have a three-month supply left. If followed, these guidelines should provide a continuous flow of forms necessary for daily operations.

O. BUDGET TRANSFER AUTHORITY

In instances where a department has sufficient budget authority within the various line items, the Finance Director or other Board of County Commissioners designee may authorize the transfer of budget authority, within line-item accounts, the legal budget authority of the fund not to exceed \$50,000. Such approved budget transfers will be noticed to the Board and the Board Secretary on a timely basis for placement to the record and accumulated and delivered to the Board and the public in writing as part of the County's mid-year budget and final budget documents.

P. LOCAL PURCHASING

All departments shall make every effort to use local vendors and businesses for all work-related purchases, reducing reliance on out-of-county retailers.

Q. BRANDING

To maintain consistency and appropriateness in the use of county branding, all departments are required to seek approval from the BOCC before creating any county-branded merchandise, including shirts, hats, bags, or other items intended for personal use, giveaways, or promotional purposes. In accordance with this policy, please submit any proposals for county-branded merchandise to the BOCC for review and approval before proceeding with production. This can be done by putting the item on the agenda for one of the BOCC's weekly discussion meetings.

R. EFFECTIVE DATE AND APPROVAL

These Purchasing Policies and Procedures are approved by the Board of County Commissioners of Yellowstone County, Montana, this 13<sup>th</sup> day of August, 2024. It is effective August 13th, 2024.

**BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA**

\_\_\_\_\_  
John Ostlund, Chair

\_\_\_\_\_  
Mark Morse, Member

\_\_\_\_\_  
Donald W. Jones, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

YELLOWSTONE COUNTY

FINANCE DEPARTMENT

SOLE SOURCE PROCUREMENT JUSTIFICATION FORM

Each sole source purchase must satisfy the following requirements: MCA 18-4-306, Sole Source Procurement--Records and ARM 2. 5.604.

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

Department \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

Product/Service: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Estimated Cost of Purchase: \$ \_\_\_\_\_

Estimated length of Contract: (if applicable) \_\_\_\_\_

What evaluation or other product suppliers or service providers was made? (Please furnish names, addresses, and other documentation.) \_\_\_\_\_

How did you determine that there was only source for the product or services? \_\_\_\_\_

What product supplier or service provider has your Department used until now to satisfy similar requirements? \_\_\_\_\_

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Sole Source Procurement Fact Sheet

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

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

B.O.C.C. Regular

4. a.

Meeting Date: 08/13/2024

Title: Facilities/Youth Services Contract with Montana Fence for Fence Repair/Replacement

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

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**TOPIC:**

Facilities/Youth Services Contract with Montana Fence for Fence Repair/Replacement

**BACKGROUND:**

Facilities/Youth Services is requesting Commissioner's approval for a contract with Montana Fence to repair/replacement of approximately 269 ln.ft. of cedar privacy fencing for \$11,448.00. The purchase was anticipated and included on the FY25 budget that will not be approved until September under the General Fund Capital Expenditure fund (4050.000.599.420250.930).

**RECOMMENDED ACTION:**

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

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**Attachments**

YSC / Facilities Contract Montana Fence

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

This agreement is dated as of 4<sup>th</sup> day of June, 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Montana Fence(hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor, materials and equipment necessary for Installation of approximately 269 lineal feet of cedar privacy fencing as noted on the Contractors proposal for the Yellowstone County Youth Services located at 410 South 26<sup>th</sup> Street.

Project expected completion by September 30th, 2024.

3. Contract Price

Owner shall pay the Contractor a total not to exceed \$11,448.00 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.

Progress payments are subject to 5% withholding.

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally

sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's Submitted proposal
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, 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, 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, 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, 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 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, 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, 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. 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.

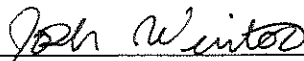
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective August 6th 2024.

OWNER:  
Yellowstone County  
Billings, MT 59101

CONTRACTOR:  
Montana Fence  
Billings, MT

\_\_\_\_\_  
John Ostlund, Chair

  
\_\_\_\_\_  
Authorized Signature

Attest:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

7403 Entryway Drive  
Billings, MT 59101  
(406) 259-6511

MT Reg. Number: 3123  
ND Reg. Number: 43696 Class A

TAX CODE		OPTION	OPTION	OPTION
Customer Name <b>Tim Kaczmarek</b>		PRICE <b>\$11,448.00</b>		
Address <b>410 S 26th Street</b>		TOTAL		
City/State/Zip <b>Billings, MT 59101</b>		DEPOSIT <b>1/2</b>		
Installation Address <b>11 11</b>		BALANCE		
Project <b>3 1/2' and 6' Cedar Privacy Fence</b>				
Home Phone		Work Phone		
Cell Phone <b>406 594 0382</b>		Fax		
Location and Date		Contact Name <b>Tim</b>		
		Email <b>tkaczmarek@yellowstonecountrymt.gov</b>		
		Estimate Date <b>5-8-24</b>		
		Estimator <b>Josh Winter</b>		
Type	Type <b>Cedar</b>	Material		
Style	Style <b>Double</b>	Material		
Fabric Gauge	Fabric Gauge <b>Privacy</b>	Material		
Terminator	Terminator <b>4x6x6</b>	Material		
Line Posts	Line Posts <b>E &amp; L</b>	Material		
Gate Posts	Gate Posts <b>76 Steel</b>	Material		
Top Rail	Top Rail <b>8' Steel</b>	Material		
Spacing	Spacing <b>2x4x8</b>	Material		
Length	Length <b>8' max</b>	Material		
Height	Height <b>3 1/2' + 6'</b>	Material		
Set Size	Set Size <b>3' x 30'</b>	Material		
Width Gates	Width Gates <b>16' x 4'</b>	Material		
Drive Gates	Drive Gates <b>16' x 10'</b>	Material		
Tension Wire	Tension Wire <b>16' x 10'</b>	Material		
Barbed Wire	Barbed Wire <b>Post Caps</b>	Material		
Slats	Slats <b>Color</b>	Material		
Color	Color <b>Natural</b>	Material		
Other	Other <b>Customer Responsible for Strapping</b>	Material		
PLEASE READ SIGN AND RETURN		CUSTOMER IS RESPONSIBLE FOR PROCUREMENT AND PAYMENT OF ALL NECESSARY PERMITS AND FEES WHERE APPLICABLE PRIOR TO COMMENCEMENT OF WORK. CUSTOMER IS RESPONSIBLE FOR OBTAINING PERMISSION TO LIE IN TO EXISTING FENCING IF APPLICABLE. ALL FENCE TO BE INSTALLED ABOVE GRADE. CUSTOMER ASSUMES FULL RESPONSIBILITY OF LOCATION OF LINE OF FENCE. MONTANA FENCE IS NOT RESPONSIBLE FOR DAMAGE OR REPAIR OF ANY BURIED PRIVATE UTILITIES OR SEPTIC NOT LOCATED. MONTANA FENCE IS NOT RESPONSIBLE FOR DAMAGE OR REPAIR OF UNDERGROUND SPRINKLER LINES OR SPRINKLER HEADS. THIS BID IS VALID FOR 30 DAYS FROM THE DATE OF THE ESTIMATE. I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS AND MONTANA FENCE'S TERMS AND CONDITIONS. (CUSTOMER INITIALS ABOVE)		
Thank you!				

# CONTRACT TERMS

1. Montana Fence shall furnish only the materials and labor specified in this contract. Any changes made from the specification, necessitating additional materials or labor shall not be included or covered by this proposal, but shall be provided for under a written job change order signed by the customer. Any surplus materials remaining upon the completion of the installation shall remain the property of and be returned to Montana Fence. When materials covered by this contract are for the replacement of or additions to existing equipment, Montana Fence shall in no way be responsible for the functioning of any part of the existing system on which changes are not made by Montana Fence nor exact matching of color, shape or size.
2. The customer, by accepting this Montana Fence contract, warrants that there are no violations of any zoning, building, plumbing, electrical, or heating codes, regulations, laws, or ordinance of any duly constituted public authorities and customer agrees to defend, hold harmless, and indemnify Montana Fence from and against all claims, liabilities, and expenses regarding same. Montana Fence assumes no liability for damage or repairs to underground sprinkler lines, sprinkler heads, or any other above or below ground obstruction or obstacles. Montana Fence will notify UDIG for location of underground public utilities. The customer is responsible for locating private lines and notifying Montana Fence of their location.
3. Customer hereby assumes full responsibility for the location of the line upon which said fence materials are to be installed and Customer agrees to defend, hold harmless and indemnify Montana Fence from and against any and all claims, liabilities, and expenses for injury, death, or damage to persons, property damage, trespass and all other damage, loss or other liability of any kind arising from the installed location of said fence materials.
4. The customer by accepting the Montana Fence Contract, either verbally or in writing, acknowledges that they shall be responsible for the payment and procurement of all necessary permits and/or fees prior to the commencement of work, where applicable. Customer also acknowledges that this estimate and contract does not include any permits and/or fees that may be required by any agency in connection with the installation of the requested fence. Customer agrees to defend, hold harmless and indemnify Montana Fence against any and all claims, liabilities and expenses relating to the failure of the customer to obtain or pay any required permits or fees. In the event that Customer's failure to obtain any necessary permits and/or pay any required fees to the appropriate agency causes a delay or stoppage of work on the project, Montana Fence shall have the right to be reimbursed for lost wages, travel time, re-mobilization costs and any other costs that may be caused by the delay.
5. The amount of this contract does not include the furnishing of any materials or labor necessitated by the occurrence of unforeseen circumstances subsequent to the date of this proposal or to any condition not readily discernible at the date of this proposal, and Montana Fence shall have the right in addition to any other right it may have, to cease any installation which has begun and/or cancel this Agreement and recover the reasonable value of the material and labor furnished to the date of cancellation, the reasonable value of such labor and materials to be based on Montana Fence's current retail prices thereof and the labor charges of any subcontractor who is performing any part of the installation. Unforeseeable circumstances or not readily discernible conditions above referred to shall include but not be limited to, (i) Subsequent destruction, damage or loss of the premises or materials furnished by Montana Fence by fire, explosion, acts of God, theft or vandalism not caused by Montana Fence's negligence, (ii) governmental regulation or intervention.
6. Montana Fence shall not be liable for any delays in the completion of an installation resulting from or due to labor difficulties, strikes, acts of God, weather, fire explosion, government regulations, or causes beyond the control of Montana Fence.
7. This contract, any attached specifications, sketches, blueprints, and the credit agreement, if any, shall constitute the entire agreement between the parties, which may not be altered or modified except by written agreement duly executed by the parties. Oral understandings and agreements with a Montana Fence representative are not binding. This contract is valid for thirty days, but is subject to changes in price of materials. If this contract is canceled before work has begun, the customer shall pay Montana Fence 25% of the contract price as stipulated damages for such breach.
8. If the parties cannot resolve any dispute arising out of this contract, both parties agree to have the matter settled by one-person arbitration, applying the rules of the American Arbitration Association, with the decision being final and binding. At such arbitration, the substantially prevailing party shall be entitled to an award of attorney fees and costs. This arbitration provision does not prevent Montana Fence from enforcing its mechanic's lien rights in court.
9. Rock and Underground Clause Montana Fence reserves the right to charge extra for hand digs or other extra work necessitated by sub-surface obstructions, rock, concrete, or asphalt not able to be seen above ground by estimator. If fill dirt has been used along fence line Montana Fence does not warrant against settling of posts due to lack of compaction. Ground must be 90% compacted or extra charges may apply. Additional labor will be charged at the standard Montana Fence hourly rate, plus any equipment costs. Montana Fence does not have the capability to determine ground compaction and therefore offers no guarantees or warranties pertaining to ground compaction.
10. Warranty: Montana Fence warrants all Chain Link, Wood, Poly Vinyl Chloride (PVC) and Ornamental Iron fence installations for a period of 5 years from date of installation to be free of defects in workmanship when installed by Montana Fence. This warranty is void if the fence is used as a retaining wall; if fence shifts because of high water table; if excess vegetation is allowed to grow on or into fence; or if fence is embedded in frozen ground. This warranty does not apply if customer installs privacy slats in a fence that was not designed and/or approved for the installation of privacy slats or to damages caused by adverse weather conditions, negligence, vehicular damage, vandalism, or other acts of God. All materials are warranted by manufacturer.
11. Warranty: Montana Fence warrants all Gate Operator installations for a period of 1 year from the date of installation to be free of defects in workmanship when installed by Montana Fence. All parts of the operation of the gate operator including, but not limited, electronics, keypads, etc. shall be warranted by the manufacturer. This warranty does not cover icing over of rollers, gate and/or chains. Warranty also does not apply to damages caused by adverse weather conditions, misuse, negligence, vehicular damage, vandalism, or other acts of God.
12. **ALL WARRANTIES APPLY ONLY TO ORIGINAL PURCHASER OF INSTALLED FENCE, AND ARE NOT TRANSFERABLE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY ARE HEREBY DISCLAIMED.**
13. Customer also agrees that in lieu of a signature below Customer's tender of an advance deposit for the work will signify that the customer has read, understands and accepts the foregoing terms and conditions and the tender of such deposit will have the same effect and force as a signature below.

## SALES AGREEMENT

There are no agreements regarding payment other than those contained below.

DATE: \_\_\_\_\_ SALE PRICE: \_\_\_\_\_  
DEPOSIT: \_\_\_\_\_

Payment Due Upon Completion in Full: \_\_\_\_\_

Immediately following completion of the installation detailed in this contract, I will pay to Montana Fence the remaining unpaid balance of the agreement. Until payment of this amount is made I agree that title to and right of possession of the fence material shall remain with Montana Fence; that I will not sell, remove or encumber this fence material; and that upon default of payment Montana Fence, may at its option, take back the fence material, or affirm the date and hold me liable for the full unpaid balance plus applicable late charges, (1 1/4% or a minimum of \$2.00 per month, which is an annual percentage rate of 18%). Additionally, if I have left a credit card number on file with Montana Fence, I authorize Montana Fence to charge the remaining unpaid balance of the work on said credit card. By signing this agreement I confirm that I have read, understand and agree with the above terms and conditions.

CUSTOMER SIGNATURE



## MONTANA FENCE

### Preparation & Expectations

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Montana Fence appreciates the opportunity to bid/install your fencing project and we are committed to giving you the best experience possible! Please read the following information carefully as we strive to meet your expectations.

- We try our best to install your fence within the time frame you will be given when we receive your deposit. Please keep in mind that circumstances do occur that cause us to delay scheduling a fence installation. We will clearly communicate delays if they occur.
- Due to the variance of fencing projects, weather, and scheduling conflicts, we make our schedule one week at a time, each Friday. When you sign your contract and give us your deposit, we give an approximate time frame on the installation of your fence. **We will call you one day prior to install.** Examples of a schedule change can include the crew scheduled to install your fence may call in sick, have an accident, or there may be unforeseen equipment issues. Weather issues are a constant obstacle and customer change orders or delays may also affect the customers scheduled for an install after them.
- It is very important that you meet the crew on the job site, **the first day**, to go through the layout of your project and review what you have contracted with Montana Fence. If changes occur, it may affect pricing and any changes before or during installation may result in the delay of your project.
- Please make sure any clearing, brush/tree removal or leveling/grade work has been completed **prior** to the arrival of the install crew. Clearing, tree removal etc. is typically not a part of the fence build, unless otherwise noted on the contract. Out of respect for our crews and equipment, please have all dog poop cleaned up prior to the arrival of the crew. We also ask that you keep your dogs contained away from the crews during the fencing process.
- When fencing property lines, it is **your** responsibility to clearly have survey pins visible or the layout of the fence marked. A service fee of \$150.00 may be charged if unmarked lines cause a crew delay.
- Please have HOA approval, if required, for any fencing covenants.
- **The average fence project takes from 1 to 1 ½ weeks to complete.** In some circumstances, we install your posts the first week (this allows the concrete to set and gives us time to build your gates to fit the actual gate opening) and finish the fence approximately 6 to 9 business days later (we do not normally give notice when we come back to complete your fence project.)
- **Montana Fence is responsible for having the public utilities marked by UDIG.** It is your responsibility to clearly mark any private utilities, (sewer, drain field, septic lines, water/well lines, propane gas, power to outbuildings etc.) underground sprinkler lines and sprinkler heads. If private underground lines are not marked properly, Montana Fence is **NOT** responsible for locating or repairing.
- If you are at home when the project is complete, please walk the fence line with the foreman. This gives them the opportunity to correct any issues you may have with the fence. It is easier for us to address the issue while the crew is there, than to schedule a crew to come back and make minor adjustments.
- Final payment is due upon completion of your fence project. You will receive your final invoice via email. We offer a six-month financing program through Wells Fargo. The credit application for financing must be completed and approved prior to the installation of your fence.
- **Montana Fence employs qualified, drug-tested, hard-working employees, dedicated to building you a quality fence.**

We appreciate your business and look forward to working with you.

Sincerely,  
MONTANA FENCE

# MONTANA FENCE



## MONTANA FENCE Sprinkler and Private Utility Clause:

Dear Customer,

Thank you for considering Montana Fence for your fencing project. As you may have noticed several times throughout your estimate and contract documents, Montana Fence does not cover the cost of repairs to private utilities, media lines, sprinklers etc. that are not professionally located. Montana Fence submits locates for the public utilities to the locating service in your area. They, however, do not locate private utilities. Examples are, but are not limited to, private gas, propane, power to shop, private telephone or internet line, septic drains, and all underground sprinkler systems. To clarify, if you do not know the exact location, then neither will we. Underground sprinkler lines are **NOT LOCATABLE** and are commonly set right on the property line where we are preparing to install your fence.

By signing this document, you acknowledge and accept that Montana Fence is not responsible for payment or repair to any private utility lines, propane, septic, media lines, or sprinkler systems.

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank You**

B.O.C.C. Regular

4. b.

Meeting Date: 08/13/2024

Title: Public Works / Weed Division Request to Expend for New Copier

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

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**TOPIC:**

Public Works Weed Division Request to Expend for New Copier

**BACKGROUND:**

The Public Works Weed Division is requesting Commissioner's approval for the purchase of a new copier to replace a copier that is beyond economical repair. The cost for a replacement is \$2,875.00. The purchase was anticipated and included in the FY25 preliminary budget.

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

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**Attachments**

P.W. Weed Div. RTE - Copier

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# 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: HP Printer

Cost: \$2875.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request

Explanation of Purchase Replacement of older copier

Public Works - Weed Division

Department

Budget Information

Account Numbers: 2140.000.403.431100.940

Budget Balance:

Is this a budgeted item? Preliminary- FY25 Budget

Finance Note:

James Matteson

Purchasing Agent

07/25/24

Date

Elected Official or Department Manager

### COMMISSIONER ACTION

Approved: YES NO

Tabled:

Date:

Votes: YES NO

Chairperson

Member

Member





B.O.C.C. Regular

4. c.

Meeting Date: 08/13/2024

Title: NRCS Grant - EWP Project 5044 Revised Final Federal Financial Report

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

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TOPIC:

Grant #NR230325XXXXC003 EWP Project 5044 Flood Recovery Measures - Revised Final Federal Financial Report

BACKGROUND:

Grant for flood recovery measures due to MT Flooding June 2022

RECOMMENDED ACTION:

Approve

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Attachments

Revised Final Federal Financial Report - EWP Project 5044

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# Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014  
Expiration Date: 02/28/2022

<b>1. Federal Agency and Organizational Element to Which Report is Submitted</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> Natural Resources Conservation Service  10 East Babcock Street, Room 443  Bozeman, MT 59715 </div>		<b>2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> NR230325XXXXC003 </div>	
<b>3. Recipient Organization (Name and complete address including Zip code)</b> Recipient Organization Name: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Yellowstone County</div> Street1: <div style="border: 1px solid black; padding: 2px; display: inline-block;">PO Box 35003</div> Street2: <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> City: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Billings</div> County: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Yellowstone</div> State: <div style="border: 1px solid black; padding: 2px; display: inline-block;">MT: Montana</div> Province: <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> Country: <div style="border: 1px solid black; padding: 2px; display: inline-block;">USA: UNITED STATES</div> ZIP / Postal Code: <div style="border: 1px solid black; padding: 2px; display: inline-block;">59107-5003</div>			
<b>4a. DUNS Number</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> 071404941 </div>	<b>4b. EIN</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> 81-6001449 </div>	<b>5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> </div>	
<b>6. Report Type</b> <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	<b>7. Basis of Accounting</b> <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual	<b>8. Project/Grant Period</b> From: <div style="border: 1px solid black; padding: 2px; display: inline-block;">04/05/2023</div> To: <div style="border: 1px solid black; padding: 2px; display: inline-block;">07/13/2024</div>	<b>9. Reporting Period End Date</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px; width: 100%;"> 07/30/2024 </div>
<b>10. Transactions</b> <i>(Use lines a-c for single or multiple grant reporting)</i>			Cumulative
<b>Federal Cash (To report multiple grants, also use FFR attachment):</b>			
a. Cash Receipts			731,982.50
b. Cash Disbursements			731,982.50
c. Cash on Hand (line a minus b)			0.00
<i>(Use lines d-o for single grant reporting)</i>			
<b>Federal Expenditures and Unobligated Balance:</b>			
d. Total Federal funds authorized			738,733.00
e. Federal share of expenditures			731,982.50
f. Federal share of unliquidated obligations			0.00
g. Total Federal share (sum of lines e and f)			731,982.50
h. Unobligated balance of Federal Funds (line d minus g)			6,750.50
<b>Recipient Share:</b>			
i. Total recipient share required			218,737.50
j. Recipient share of expenditures			218,737.50
k. Remaining recipient share to be provided (line i minus j)			0.00
<b>Program Income:</b>			
l. Total Federal program income earned			0.00
m. Program Income expended in accordance with the deduction alternative			0.00
n. Program Income expended in accordance with the addition alternative			0.00
o. Unexpended program income (line l minus line m or line n)			0.00

<b>11. Indirect Expense</b>						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>
g. Totals:				<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>
<b>12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:</b> <div style="border: 1px solid black; height: 20px; width: 300px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 2px 5px;">Add Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">Delete Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">View Attachment</div> </div>						
<b>13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).</b>						
<b>a. Name and Title of Authorized Certifying Official</b> Prefix: <div style="border: 1px solid black; width: 100px; height: 20px;"></div> First Name: <div style="border: 1px solid black; width: 280px; height: 20px; display: inline-block;">John</div> Middle Name: <div style="border: 1px solid black; width: 200px; height: 20px;"></div> Last Name: <div style="border: 1px solid black; width: 480px; height: 20px; display: inline-block;">Ostlund</div> Suffix: <div style="border: 1px solid black; width: 100px; height: 20px;"></div> Title: <div style="border: 1px solid black; width: 350px; height: 20px; display: inline-block;">Chairman, Yellowstone County BOCC</div>						
<b>b. Signature of Authorized Certifying Official</b> <div style="border: 1px solid black; height: 40px; width: 480px;"></div>				<b>c. Telephone (Area code, number and extension)</b> <div style="border: 1px solid black; width: 200px; height: 20px; display: inline-block;">406-256-2701</div>		
<b>d. Email Address</b> <div style="border: 1px solid black; width: 480px; height: 20px; display: inline-block;">bocc@yellowstonecountymt.gov</div>				<b>e. Date Report Submitted</b> <div style="border: 1px solid black; width: 80px; height: 20px; display: inline-block;">07/30/2024</div>		<b>14. Agency use only:</b>

B.O.C.C. Regular

4. d.

Meeting Date: 08/13/2024

Title: DEA Equitable Sharing Report (ESAC) For FY24

Submitted By: Anna Ullom, Senior Accountant

---

TOPIC:

Equitable Sharing Agreement and Certification Form For FY24

BACKGROUND:

Equitable Sharing Agreement and Certification Form For FY24

RECOMMENDED ACTION:

Approve

---

Attachments

DEA Equitable Sharing (ESAC) Report FY24

---



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** MT0560000

**Agency Name:** Yellowstone County Sheriff's Office

**Type:** Sheriff's Office

**Mailing Address:** P.O. Box 35003  
Billings, MT 59107

**Agency Finance Contact**

**Name:** Linder, Mike

**Phone:** 406-256-2929

**Email:** mlinder@yellowstonecountymt.gov

**Jurisdiction Finance Contact**

**Name:** Jones, Jennifer

**Phone:** 406-256-2816

**Email:** jjones@yellowstonecountymt.gov

**ESAC Preparer**

**Name:** Ullom, Anna

**Phone:** 406-256-2783

**Email:** aullom@yellowstonecountymt.gov

**FY End Date:** 06/30/2024

**Agency FY 2025 Budget:** \$32,029,888.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$106,733.09	\$90,285.29
2	Equitable Sharing Funds Received	\$60,001.47	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$11,396.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$71,397.47	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$13,847.21	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$164,283.35	\$90,285.29

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$12,445.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$1,000.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$355.71	\$0.00
h	Law Enforcement Awards and Memorials	\$46.50	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$13,847.21	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Civil Rights Cases

Name of the Case	Type of Discrimination Alleged			
Flesch v. Lt. Metzger, et al (CV-22-90)	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input checked="" type="checkbox"/> Other: <u>ReligDiet,Quran</u>	
Ras Matta v. Sgt Miller, et al (CV-21-130)	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input checked="" type="checkbox"/> Other: <u>Religious Diet</u>	

Paperwork Reduction Act Notice
Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

## Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

## Single Audit Information

### Independent Auditor

**Name:** Tyler Bryant

**Company:** Junkermier, Clark, Campanella, Stevens, PC (JCCS)

**Phone:** 406-442-6901

**Email:** tyler.bryant@jccscpa.com

**Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.**

YES ☒ NO ☐ THRESHOLD NOT MET ☐

**Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:** 2023-06-GSAFAC-0000015920

# Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The



Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☒ Yes    ☐ No

### Agency Head

Name: Linder, Mike

Title: Sheriff

Email: mlinder@yellowstonecountymt.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Ostlund, John

Title: Chairman- County Commissioners

Email: jostlund@yellowstonecountymt.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

B.O.C.C. Regular

4. e.

Meeting Date: 08/13/2024

Title: County Credit Card for Disaster & Emergency Services Director

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

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**TOPIC:**

County Credit Card for Disaster & Emergency Services Director

**BACKGROUND:**

Disaster & Emergency Services is requesting Commissioner's approval for a Yellowstone County MasterCard for the new D.E.S. Director. All credit cards issued to Yellowstone County must have Commissioner approval. If approved, the required information will be sent to the bank to request the credit card.

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

---

**Attachments**

DES Request for Credit Card

---

## James Matteson

---

**From:** Derek Yeager  
**Sent:** Thursday, August 1, 2024 3:12 PM  
**To:** James Matteson; Annemarie Overcast  
**Subject:** RE: DES Mastercard

Hello Sir!

Please consider this email as a request to secure county purchasing authority.

Thank you!

## Derek Yeager

Director, Yellowstone County Department of Emergency Services  
Yellowstone County Fire Warden  
316 N. 26<sup>th</sup> Street Billings, MT 59101  
Office: 406-256-2776



**From:** James Matteson <[jmatteson@yellowstonecountymt.gov](mailto:jmatteson@yellowstonecountymt.gov)>  
**Sent:** Thursday, August 1, 2024 3:10 PM  
**To:** Annemarie Overcast <[aovercast@yellowstonecountymt.gov](mailto:aovercast@yellowstonecountymt.gov)>  
**Cc:** Derek Yeager <[dyeager@yellowstonecountymt.gov](mailto:dyeager@yellowstonecountymt.gov)>  
**Subject:** RE: DES Mastercard

I need an email request from Derek

**From:** Annemarie Overcast <[aovercast@yellowstonecountymt.gov](mailto:aovercast@yellowstonecountymt.gov)>  
**Sent:** Thursday, August 1, 2024 3:03 PM  
**To:** James Matteson <[jmatteson@yellowstonecountymt.gov](mailto:jmatteson@yellowstonecountymt.gov)>  
**Cc:** Derek Yeager <[dyeager@yellowstonecountymt.gov](mailto:dyeager@yellowstonecountymt.gov)>  
**Subject:** DES Mastercard

James,  
The new DES Director has officially started.

What do you need from us in order to get a new mastercard issued under his name?

Thanks!

Annemarie Overcast, MA, MA  
DES Coordinator  
City of Billings, City of Laurel, Town of Broadview

B.O.C.C. Regular

4. f.

Meeting Date: 08/13/2024

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

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TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for Lost Warrant on lost/stale dated check.

RECOMMENDED ACTION:

Approve reissue

---

Attachments

Bond for Lost Warrant

---

## BOND FOR LOST WARRANT

On October 22, 2015 Yellowstone County issued a warrant numbered 836819 to JUSTICE, WILLIAM M (Principal) in the amount of \$78.96. The warrant was drawn in payment of a payroll check. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$78.96 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 157.92 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

William Justice

Principal Signature

5210 Wagon Creek Lane

Mailing Address for replacement check

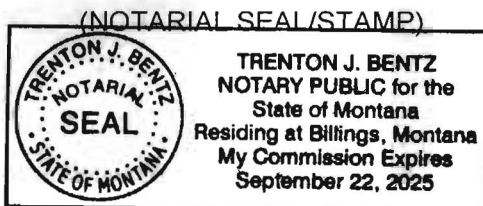
Billings MT 59105

City, State Zip

SUBSCRIBED AND SWORN to before me on 3/26/24 by William Justice  
Print Name of signer/principal(s)

Trent J. Bentz

Notary Signature



[Complete the following if not part of stamp]

Notary public for the State of Montana

County of Yellowstone

Residing at Billings, MT

My Commission expires 9/22/25

APPROVED:

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

Replaced with warrant # \_\_\_\_\_ (completed by County)

4/27/23

B.O.C.C. Regular

4. g.

Meeting Date: 08/13/2024

Title: Invitation for Bids Metra ARPA Infrastructure Expo Back Lot

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

---

**TOPIC:**

Metra Invitation for Bids, ARPA infrastructure Expo Back Lot

**BACKGROUND:**

Metra ARPA Infrastructure Expo Back Lot which ties in and completes water, storm water and sewer lines for the Metra campus. Bids will be due on August 30th by 3:00 p.m., opened and read aloud at the Commissioners' regular board meeting on Tuesday, September 3rd.

**RECOMMENDED ACTION:**

Approve the request to release the Invitation for Bid and return a copy to Finance

---

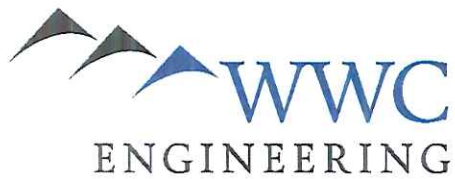
**Attachments**

Metra ARPA Infrastructure Expo Back Lot

Metra IFB ARPA Expo Back Lot

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# Project Manual

## MetraPark South Expo Lot

### Construction Project



**METRAPARK**

MONTANA'S ENTERTAINMENT & TRADE CENTER









**SITE LOCATION SKETCH**  
**Metra Park Improvements**  
**Billings, Montana**

Drawn by: SKGeo/Google Earth Date 1/10/2024

Project: 23-4360G

Scale: On image

Sheet 1 of 3

FIGURE

1

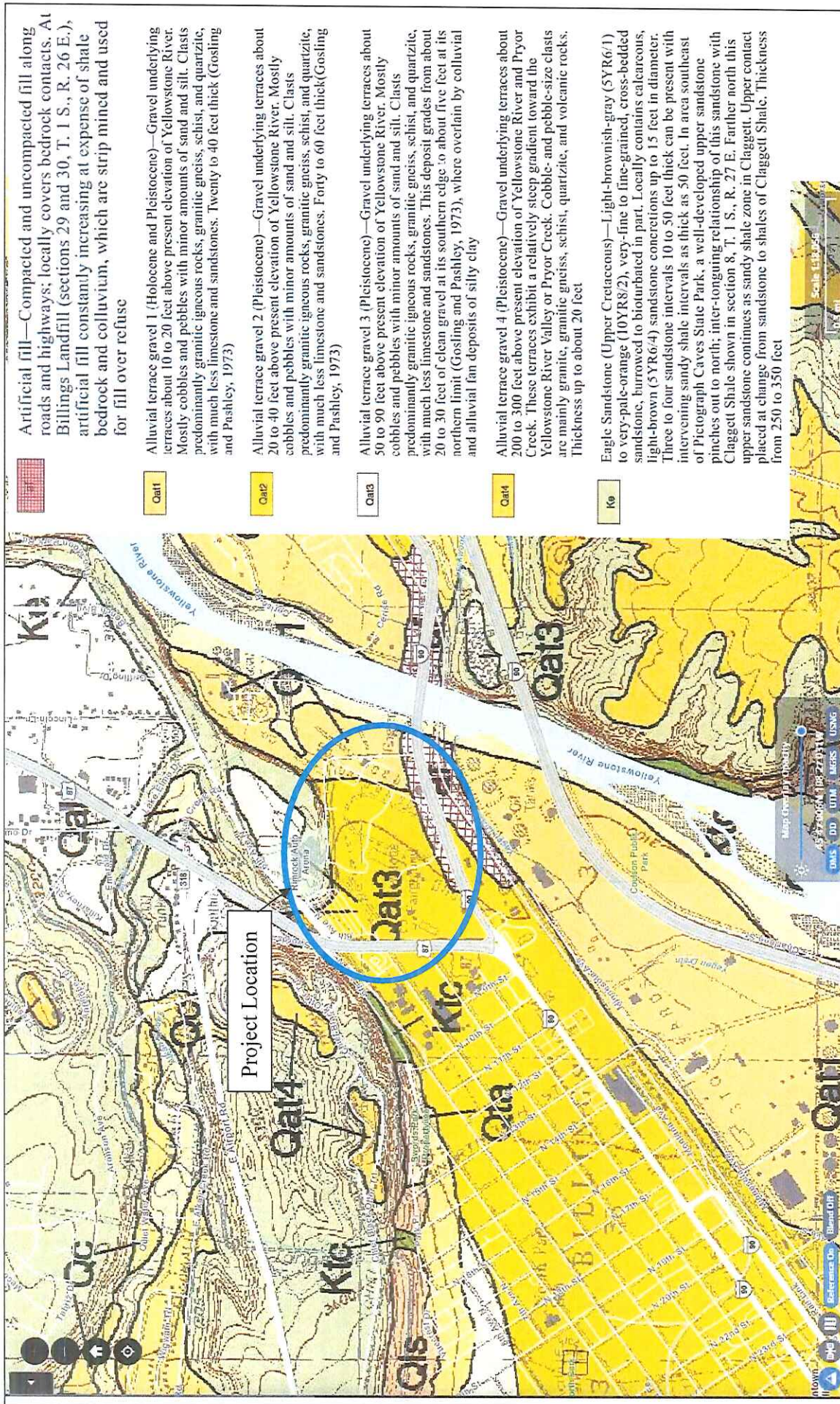




**BORING LOCATION SKETCH**  
**Metra Park Improvements**  
**Billings, Montana**

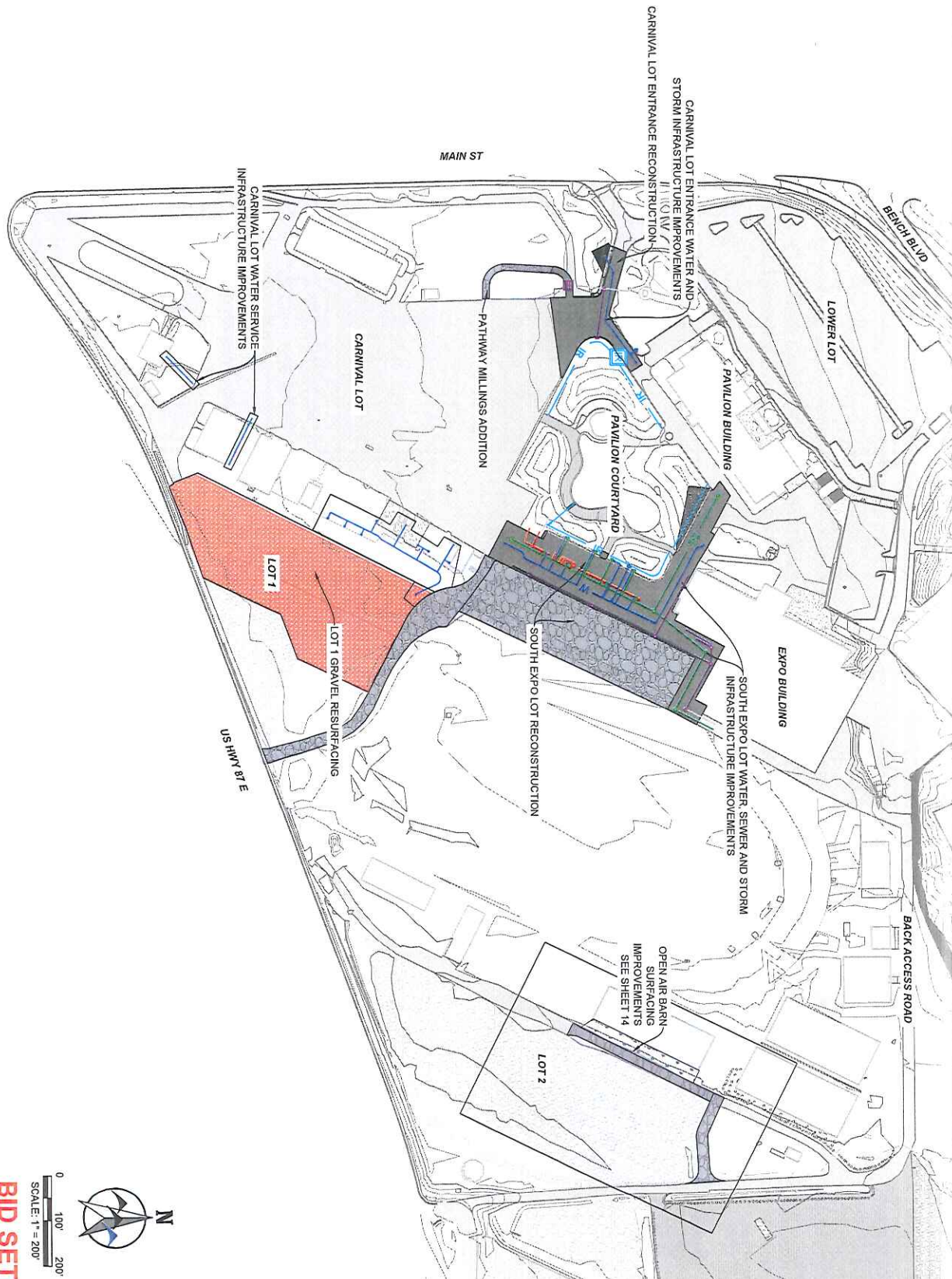
Drawn by:	SKGeo/Google Earth	Date	1/10/2024
Project:	23-4360G		
Scale:	On image	FIGURE	
Sheet	2	of	3
			2






<div>SK GEOTECHNICAL</div>	PARTIAL GEOLOGIC MAP SKETCH Metra Park Improvements Billings, Montana			Drawn by: SKGeo/NGDMB	Date 1/10/2024
				Project: 23-4360G	
				Scale: On image	FIGURE
				Sheet 3 of 3	3



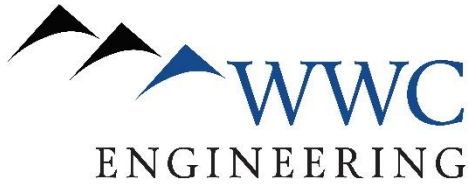


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SCALE: 1" = 200'  
**BID SET**



DESIGNED BY: JMD DRAWN BY: ZSL CHECKED BY: GTR DATE: 8/2/2024 SHEET 3	YELLOWSTONE COUNTY SOUTH EXPO LOT CONSTRUCTION PROJECT PROJECT SUMMARY SHEET BILLINGS, MT		<div>PREPARED BY</div> <div> WWCENGINEERING</div> <div>550 S. 24TH ST. W., SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com</div>	NO.	REVISION	BY	DATE
			PROJECT NO. 2021-555				





# Project Manual

## MetraPark South Expo Lot

### Construction Project



AUGUST 2024

**METRAPARK**

MONTANA'S ENTERTAINMENT & TRADE CENTER

# **TABLE OF CONTENTS**

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

BID SUBMITTAL PACKAGE (TO BE EXECUTED AND SUBMITTED FOR BID BY CONTRACTOR)

- BID FORM
- BID BOND

AGREEMENT

PERFORMANCE BOND

PAYMENT BOND

STANDARD GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS – BY REFERENCE

SPECIAL PROVISIONS

Section 00910 - Project Specific Special Provisions

CONTRACTORS INSURANCE GUIDE

DISADVANTAGED BUSINESS ENTERPRISE DOCUMENTS

CERTIFICATION REGARDING DEBARMENT

GEOTECHNICAL REPORT

CONSTRUCTION DRAWINGS

**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**  
**SECTION 00100 INVITATION TO BID**

Separate sealed bids for construction of the South Expo Lot Construction Project will be received by Yellowstone County, Montana at Yellowstone County Commissioner's Office, 316 N 26<sup>th</sup> Room 3101, Billings, MT until 3 pm local time on August 30th and then publicly opened and read aloud on September 3rd at the Board of County Commissioners meeting.

The project consists of asphalt reconstruction to include milling of asphalt, grading, paving, concrete removal and placement, water main and service replacement, sanitary sewer main and service replacement, and storm drain improvement and replacement.

Five (5) copies of the bid (1 original, 4 copies) must be submitted.

Digital copies of the Bidding Documents including Drawings and the Project Manual are available at Billings Builder's Exchange.

There will be a Pre-Bid Conference at the office of WWC Engineering, 550 S 24<sup>th</sup> St W Suite 201, Billings, MT, on August 22nd at 10 am local time. Interested Contractors are highly encouraged to attend.

All questions shall be submitted by August 21<sup>st</sup> at 5 pm local time.

CONTRACTOR and any of the CONTRACTOR'S Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Yellowstone County, MT, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

This project is funded in part or in whole with grant/loan funding from American Rescue Plan Act (ARPA) of 2021.

Award of the project will be contingent upon receiving funding and award concurrence from Yellowstone County Commissioners.

Bids may only be withdrawn as provided in Article 15 of the Instructions to Bidders.

The Montana 1% Gross Receipts Tax applies to this project.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Yellowstone County, Montana is an Equal Opportunity Employer.

Published at Yellowstone County News, Montana, this 16th day of August, 2024.

Published at Yellowstone County News, Montana, this 23rd day of August, 2024.

Published at Yellowstone County News, Montana, this 30th day of August, 2024.

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(Title)

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(Address)

**END OF SECTION 00100**



## INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

### TABLE OF CONTENTS

	Page
ARTICLE 1—DEFINED TERMS.....	2
ARTICLE 2—BIDDING DOCUMENTS .....	2
ARTICLE 3—QUALIFICATIONS OF BIDDERS .....	3
ARTICLE 4—PRE-BID CONFERENCE .....	4
ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE .....	4
ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS.....	6
ARTICLE 7—INTERPRETATIONS AND ADDENDA .....	6
ARTICLE 8—BID SECURITY .....	7
ARTICLE 9—CONTRACT TIMES .....	7
ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS.....	7
ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	8
ARTICLE 12—PREPARATION OF BID.....	8
ARTICLE 13—BASIS OF BID.....	9
ARTICLE 14—SUBMITTAL OF BID .....	10
ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID.....	11
ARTICLE 16—OPENING OF BIDS.....	11
ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE .....	11
ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT .....	11
ARTICLE 19—BONDS, INSURANCE, AND TAX.....	12
ARTICLE 20—SIGNING OF AGREEMENT .....	12
ARTICLE 21—STATE LAWS AND REGULATIONS .....	13
END OF SECTION .....	13

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader or later versions. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the

Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.056.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within seven (7) days of Owner's request, Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

~~3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualification to perform the Work:~~

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- ~~C. Bidder's state or other contractor license number, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information.~~
- ~~E. Other required information regarding qualifications.~~

3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

#### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### **5.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### **5.02 *Existing Site Conditions***

###### **A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions***

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- B. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- C. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
  2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding documents.

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is not scheduled at this time.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work within seven days after Bid opening.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.



- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## ARTICLE 13—BASIS OF BID

### ~~13.01—Lump Sum~~

~~A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.~~

### ~~13.02—Base Bid with Alternates~~

~~A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

### ~~13.03—Sectional Bids~~

~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set~~

forth in the Bid Form.

- ~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~
- ~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~
- ~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

#### 13.04 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 13.05 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents shall include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

#### 18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. ~~In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.~~
  - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
  - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS, INSURANCE, AND TAX**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.
- 19.03 All Contractors are reminded that one percent (1%) of the total Contract sum will be withheld from all payments due to Contractors according to State Statute Title 15 Chapter 50 M.C.A.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance

documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—STATE LAWS AND REGULATIONS**

All applicable laws, ordinances and the rules and regulations of authorities have jurisdiction over construction of the project shall apply to the Contract throughout. State laws and ordinances which the Contractor must comply with, include but are not limited to, those involving workers compensation insurance, contractor registration, employment preference to Montana contractors and Montana residents, and gross receipts tax.

**END OF SECTION**

## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

---

MetraPark South Expo Lot Construction Project

(Name of Project)

---

Billings, MT

(Location)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- D. Contractor's certification regarding debarment.
- E. Disadvantaged Business Enterprise Utilization documents.

### ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:
- B. Bid Alternate 1 is included herein as additional construction for the placement of asphalt millings work to be completed in Lot 1 and the adjacent access road to Gate 2 of the MetraPark. If Bid Alternate 1 is awarded, the associated plan sheets and bid items will be included within the awarded contract.
- C. Bid Alternate 2 is included herein as additional construction for the water and concrete work to be completed in the Carnival Lot of the MetraPark. If Bid Alternate 2 is awarded, the associated plan sheets and bid items will be included within the awarded contract.

*SEE FOLLOWING ATTACHED BID TAB*

**MetraPark Infrastructure Improvements Project**  
**South Expo Lot Construction Project**  
**Bid Form**  
**Base Bid**  
**Prepared by: WWC Engineering**  
**August 2024**

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
<b>General Items</b>						
101	00910	Mobilization/Demobilization	LS	1		
102	00910	Taxes, Bonds, Insurance	LS	1		
103	00910	Construction Surveying	LS	1		
104	00910	Construction Traffic Control	LS	1		
105	00910	SWPPP Administration	LS	1		
106	00910	Miscellaneous Force Account	LS	1	\$ 20,000.00	\$20,000.00
107	00910	Miscellaneous Demo Items	LS	1		
108	00910	Exploratory Excavation	LS	1	\$ 5,000.00	\$5,000.00
109	00910	CCTV Inspection	LS	1	\$ 5,000.00	\$5,000.00
110	00910	Private Utility Locating	HR	40		
111	00910	Underground Utility Crossing	EA	50		
112	00910	Raise/Lower Existing Utility	EA	2		
113	00910	Relocate Existing Utility	LF	200		
114	00910	Tree Removal - Class I	EA	5		
115	MPWSS	Type II Pipe Bedding	CY	270		
116	MPWSS	Flowable Fill	CY	20		
117	00910	Rock Hammer	HR	10		
<b>Surfacing &amp; Site Work</b>						
118	MPWSS	Excavation Above Subgrade	CY	3499		
119	00910	4" Asphalt Pavement - 10" Crushed Base	SY	9689		
120	00910	4" Asphalt Millings	SY	8675		
121	00910	6" Thickness Crushed Base	SY	20203		
122	00910	Sub-excavation/ Replacement Below Subgrade	SY	1938		
123	00910	Concrete Removal	SF	1772		
124	00910	Combined Concrete Curb and Gutter	LF	379		
125	00910	Concrete Sidewalk	SF	715		
126	00910	Concrete Ribbon	LF	462		
127	00910	Concrete Valley Gutters	SF	857		
128	00910	ADA Ramp	SF	101		
129	00910	Expo South Lot Service Station	EA	4		
130	00910	Pavilion Courtyard Service Station	EA	4		
131	00910	4" Steel Bollard	EA	24		
132	00910	Seeding	LS	1		

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
<b>Surfacing &amp; Site Work (cont.)</b>						
133	00910	Plant Tree	EA	5		
134	00910	Pond Supply Line	LS	1		
135	00910	Irrigation Supply Line	LF	904		
136	00910	Irrigation System Restoration	LS	1		
<b>Stormwater</b>						
201	MPWSS	6" SDR 35 PVC Storm Pipe	LF	221		
202	MPWSS	8" SDR 35 PVC Storm Pipe	LF	143		
203	MPWSS	12" SDR 35 PVC Storm Pipe	LF	549		
204	MPWSS	Basic Manhole, 5'0" Depth (48" Dia.)	EA	2		
205	MPWSS	Additional Manhole Depth (48" Dia.)	VF	25		
206	MPWSS	Basic Manhole, 5'0" Depth (72" Dia.)	EA	1		
207	00910	2'X3' Curb Inlet	EA	1		
208	00910	2'X3' Curb Inlet with 72" Dia. Manhole	EA	1		
209	00910	48" Dia. Manhole with Small Flat Inlet	EA	4		
210	00910	Trench Drain	LS	1		
<b>Potable Water</b>						
301	00910	Connect to Existing Water Main	EA	4		
302	00910	1" SDR9 HDPE Water Line	LF	178		
303	00910	8" C900 PVC Water Main	LF	253		
304	00910	12" C900 PVC Water Main	LF	567		
305	00910	16" C900 PVC Water Main	LF	2		
306	00910	8" Gate Valve	EA	1		
307	00910	12" Gate Valve	EA	1		
308	00910	8" Bend (All Angles)	EA	2		
309	00910	12" Bend (All Angles)	EA	5		
310	00910	16"x8" Reducer	EA	1		
311	00910	1" Water Service Connection to Nile Building	EA	1		
312	00910	1" Water Service Connection to 4-H Building	EA	1		
313	00910	Yard Hydrant	EA	8		
314	00910	6" Hydrant Assembly (Includes Risers)	EA	2		
315	00910	Removal of Existing Hydrant Assembly	EA	2		
316	MPWSS	Adjust Existing Water Valve	EA	3		
317	00910	Temporary Water Supply	LS	1		
<b>Sanitary Sewer</b>						
401	00910	Connect to Existing Sanitary Sewer Manhole	EA	2		
402	MPWSS	Basic Manhole, 5'0" Depth (48" Dia.)	EA	4		
403	MPWSS	Additional Manhole Depth (48" Dia.)	VF	12		
404	MPWSS	8" SDR 35 PVC Sewer Main	LF	343		



Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
<b>Sanitary Sewer (cont.)</b>						
405	MPWSS	10" SDR 35 PVC Sewer Main	LF	286		
406	MPWSS	12" SDR 35 PVC Sewer Main	LF	285		
407	MPWSS	Adjust Existing Sanitary Sewer Manhole	EA	2		
408	00910	Sanitary Cleanout	EA	8		
409	00910	Temporary Sanitary Sewer Bypass Pumping	LS	1		
<b>Electrical</b>						
501		Raise Existing Power Sectionalizer	LS	1		
502		Remove Existing Light Pole	EA	3		
503		Connect to Existing Power	EA	2		
504		Install Lightpole	EA	5		
505		Electrical Conductor	LF	2376		
506		Electrical Conduit	LF	594		
507		Pull Box - Type 2 Composite	EA	8		
<b>Total Base Bid Construction Cost:</b>						
<b>Total Base Bid in Words:</b>						

**MetraPark Infrastructure Improvements Project**  
**South Expo Lot Construction Project**  
**Bid Form**  
**Bid Addendum 1**  
**Prepared by: WWC Engineering**  
**August 2024**

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
<b>General Items</b>						
1101	00910	Mobilization/Demobilization	LS	1		
1102	00910	Taxes, Bonds, Insurance	LS	1		
1103	00910	Construction Surveying	LS	1		
1104	00910	Construction Traffic Control	LS	1		
<b>Surfacing &amp; Site Work</b>						
1105	00910	4" Asphalt Millings	SY	14937		
<b>Total Bid Addendum 1 Construction Cost:</b>						
<b>Total Bid Addendum 1 in Words:</b>						

**MetraPark Infrastructure Improvements Project**  
**South Expo Lot Construction Project**  
**Bid Form**  
**Bid Addendum 2**  
**Prepared by: WWC Engineering**  
**August 2024**

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
<b>General Items</b>						
2101	00910	Mobilization/Demobilization	LS	1		
2102	00910	Taxes, Bonds, Insurance	LS	1		
2103	00910	Construction Surveying	LS	1		
2104	00910	Construction Traffic Control	LS	1		
2105	00910	SWPPP Administration	LS	1		
2106	00910	Miscellaneous Demo Items	LS	1		
2107	00910	Exploratory Excavation	LS	1	\$ 2,000.00	\$2,000.00
2108	00910	CCTV Inspection	LS	1	\$ 1,500.00	\$1,500.00
2109	00910	Private Utility Locating	HR	12		
2110	00910	Underground Utility Crossing	EA	24		
<b>Surfacing &amp; Site Work</b>						
2111	00910	Concrete Sidewalk	SF	175		
<b>Potable Water</b>						
2301	00910	Connect to Existing Water Main	EA	1		
2302	00910	1" SDR9 HDPE Water Line	LF	257		
2303	00910	2" SDR9 HDPE Water Line	LF	347		
2304	00910	1" Gate Valve	EA	2		
2305	00910	1" Bend (All Angles)	EA	1		
2306	00910	1"X1" Tee	EA	3		
2307	00910	2"X1" Tee	EA	7		
2308	00910	Connection to Existing Service	EA	1		
2309	00910	Yard Hydrant	EA	7		
<b>Total Bid Addendum 2 Construction Cost:</b>						
<b>Total Bid Addendum 2 in Words:</b>						

D. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Date:

\_\_\_\_\_  
(typed or printed)

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
(individual's signature)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Date:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Phone:

Email:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable)

\_\_\_\_\_

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## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Address <i>(principal place of business)</i> :	<b>Bid</b> Project: MetraPark South Expo Lot Construction Project, Billings Montana  Bid Due Date: August 30 <sup>th</sup> , 2024
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b>	<b>Surety</b>
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between Yellowstone County, Montana ("Owner") and \_\_\_\_\_ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

## **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project consists of asphalt reconstruction to include milling of asphalt, grading, paving, concrete removal and placement, water main and service replacement, sanitary sewer main and service replacement, and storm drain improvement and replacement located at MetraPark in Billings, MT.

## **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained WWC Engineering ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by WWC Engineering.

## **ARTICLE 4—CONTRACT TIMES**

### **4.01 *Time is of the Essence***

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### **4.02 *Contract Times: Days***

- A. The Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

### **4.03 *Liquidated Damages***

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Traffic Control*: Contractor shall follow area closure requirements as identified in Special Provisions 00910, SP-25: Construction Zones. Contractor shall pay Owner \$5,000 for each day that access is restricted beyond the allowances identified.
  3. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of \$\_\_\_\_\_.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Unit Price Work (subject to final Unit Price adjustment) \$\_\_\_\_\_.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### 6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion

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or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**6.05 Interest**

A. All amounts not paid when due will bear interest at the rate of percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

**7.01 Contents**

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Specifications as listed in the table of contents of the project manual.
  5. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: South Expo Lot Construction Project.
  6. Drawings listed on the attached sheet index.
  7. Addenda (numbers \_\_ to \_\_, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. \_\_\_\_\_
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

**8.01 Contractor's Representations**

A. In order to induce Owner to enter into this Contract, Contractor makes the following

representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### *8.02 Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive  
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practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**8.03**    *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

## PERFORMANCE BOND

<b>Contractor</b> Name: _____ Address <i>(principal place of business)</i> : _____	<b>Surety</b> Name: _____ Address <i>(principal place of business)</i> : _____
<b>Owner</b> Name: _____ Mailing address <i>(principal place of business)</i> : _____	<b>Contract</b> Description: Project: MetraPark South Expo Lot Construction Project, Billings Montana  Contract Price: _____ Effective Date of Contract: _____
<b>Bond</b> Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will 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 does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will 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 must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must 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 will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Mailing address <i>(principal place of business)</i> :	<b>Contract</b> Description: Project: MetraPark South Expo Lot Construction Project, Billings Montana  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will 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 will 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 satisfying 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 will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. 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;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;



- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. 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 is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

# **STANDARD SPECIFICATIONS, AND GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

The Montana Public Works Standard Specifications (MPWSS), 2021 edition, Standard General Conditions (EJCDC C-700), and Supplementary Conditions (EJCDC C-800) are incorporated by reference. Project-specific Special Provisions that further clarify the construction contract are included in the Project Manual.

# **SPECIAL PROVISIONS**

# **SECTION 00910**

## **PROJECT SPECIFIC PROVISIONS**

### ***SP - 1.      FORMAT***

The specifications for this project include by reference the Montana Public Works Standard Specifications (MPWSS) Seventh Edition, April 2021. The MPWSS pages are not printed in this Project Manual but are made part of these Contract Documents and the Contractor must comply with any and all such regulations, unless modified herein. Copies of the MPWSS Document can be obtained from the Montana Contractor Association (MCA) located in Helena, MT. MCA can be contacted by phone at (406) 442-4162 for more information.

The following Special Provisions include additional requirements that are specific to this project. In case of a conflict, the hierarchal order of precedence is as listed in MPWSS.

### ***SP - 2.      CONTRACT AND SCHEDULING***

One (1) contract will be awarded for this project with all bid items contained in the bid forms found within this Project Manual.

The contract time allowed for this project is described in the Agreement form for this Contract.

### ***SP - 3.      SUBSTANTIAL COMPLETION***

It is the responsibility of the Contractor to initially request the granting of Substantial Completion at a point in the project when it considers the project to be ready for its intended use. The date of Substantial Completion will generally be determined by the Engineer upon completion of, at a minimum of but not limited to, the following major project components which provide the Owner full beneficial use of the project area:

1. Installation, successful completion of testing, and acceptance of all water, sanitary, and storm drain improvements;
2. Installation, successful completion of testing, and acceptance of all asphalt, concrete, and surface improvements;
3. Installation of all electrical improvements.

The Engineer reserves the right to withhold the determination of Substantial Completion if there are questions that persist about completion or quality of improvements.

### ***SP - 4.      COPIES OF DOCUMENT***

The Owner shall furnish to Contractor two printed copies of the Contract Documents (including one fully signed counterpart of the Agreement) and one electronic portable document format (PDF).

## ***SP - 5. OWNER'S SITE REPRESENTATIVE***

Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not the Engineer's consultant, agent, or employee. Owner's Site Representative will be Hulteng, Inc., and will communicate directly with the Engineer.

## ***SP - 6. SMALL, MINORITY AND WOMEN'S BUSINESSES***

If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. The required forms to complete and turn in with the Bid are provided in the Contract Documents.

## ***SP - 7. DEBARMENT AND SUSPENSION***

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This certification form is provided in the Contract Documents.

## ***SP - 8. SUBMITTALS - SHOP DRAWINGS AND SAMPLE REQUIREMENTS***

Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal, including Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

## **SP - 9. WORK HOURS**

Work hours shall be as outlined in the Standard General Conditions and as adjusted herein. Normal work hours requiring engineering oversight shall be between 7 a.m. and 6 p.m. Monday through Friday excluding legal holidays. Legal Holidays include:

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The contractor may request, two working days in advance, approval from the Engineer to work Saturdays and/or Sundays. If work requiring engineering oversight is required outside of this timeframe, the costs of oversight by the Engineer shall be considered part of Contractor's liquidated damages and shall be at the rate of the Engineer's current Schedule of Charges on an hourly basis.

No work will be conducted between the hours of 8 p.m. and 7 a.m. Work may be completed outside of the accepted work times, if necessary, in case of emergencies or for the protection of equipment and finished work without prior written approval from the Owner and Engineer. The Contractor may complete work between 6 p.m. and 8 p.m. that does not require engineering oversight, such as site cleanup and staging of materials.

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, or any legal holiday, resulting from actions caused by the Contractor (subcontractor scheduling, schedule concerns, inadequate planning, etc.). If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.01.E of the Standard General Conditions of the Construction Contract.

## **SP - 10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Montana Prevailing Wage Rates for Highway Construction 2024, Effective January 13, 2024, found at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/>. Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## ***SP - 11. GEOTECHNICAL REPORT***

A geotechnical investigation and report were completed during the design phase for this project. Recommendations in that report shall be considered as part and parcel to these specifications unless otherwise noted. The report is included in the Contract Documents for the Contractor's reference.

## ***SP - 12. CONSTRUCTION LIMITS***

The Contractor is required to confine construction activities within the limit of the project area, unless there are specifically identified construction or staging areas, and the Engineer shall determine if construction activities occurred outside of these limits. The designated construction area is shown on the Plans and is the area of the project that is awarded, which may include the area south of the Expo Building and East of the Pavilion Building, area south of the Pavilion Building, area west of the Open Air Barn, Lot 1, and water services to the buildings east and south of the Carnival Lot.

Unless specifically designated for removal, all trees, and other improvements in or adjacent to the project shall not be touched, trimmed, or injured. All restoration outside the limits of the construction areas shall be at the Contractor's expense.

Storage of materials for completion of the work shall occur within the project area. Materials will not be stored directly in front of the Pavilion, Expo, or any other Metra facility entrances and must be located in an area agreed upon by Metra staff prior to the Work. Refer to Construction Zones Special Provision regarding parking lot closures during the work. The MetraPark property will continue operation, and events will be held throughout the duration of the project. It is the Contractor's responsibility to provide security for all equipment, tools, and materials at the property.

## ***SP - 13. STORMWATER MANAGEMENT AND BMPS***

The Contractor shall make note that this project is subject to Montana Department of Environmental Quality (MDEQ) Storm Water General Discharge Permit authorization. The Contractor shall pay the application fee, the first annual fee and additional annual fees necessary until the termination of the permit has been granted by the Montana Department of Environmental Quality. The Contractor is responsible for securing and administering the permit and installation and maintenance of the erosion control structures. All Storm Water Management and Erosion Control, and BMPs for this project shall comply with the requirements set forth by Chapter 28, Billings Municipal City Code (BMCC) and in the general permit for Storm Water Discharges Associated with Construction Activity which can be obtained from MDEQ at: [http:// www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp](http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp)

A Notice of Intent (NOI) and a Storm Water Pollution Prevention Plan (SWPPP) shall be required. The Contractor shall submit the NOI and SWPPP to MTDEQ. A copy of the State acceptance letter shall be submitted to the Engineer upon receipt. The NOI shall be completed with the Contractor as Applicant/Certified SWPPP Administrator. The applicant shall be responsible for achieving final stabilization and submitting the Notice of Termination (NOT).

The Contractor shall comply with all requirements and conditions of the General Permit and the Storm Water Pollution Prevention Plan (SWPPP). Failure to do so will result in the issuing of an order to suspend work in addition to the potential fines that may be assessed by the Montana Department of Environmental Quality.

The Contractor's responsibilities regarding maintenance of erosion control structures, after final project acceptance, will be limited to the areas disturbed by the project only. The Contractor will not be responsible for erosion control beyond the disturbed areas of this project due to adjacent construction. As most all of the project area doesn't have vegetation, those portions do not need to be reseeded.

It is the Contractor's responsibility to document the extent of disruption due to construction activities directly related to this project. The documentation should include pictures with a date stamp that is concurrent with the date of final acceptance.

#### ***SP - 14. CONSTRUCTION STAKING***

The Engineer will provide one-time staking for the project to include the water, sanitary, and stormwater infrastructure (piping, inlets, manholes, services), curb and gutter, valley gutters, and light pole bases. Additionally, the Engineer will provide project control points for the Contractor's use. Further staking outside of these points or re-staking of these points will be at the expense of the Contractor. Electronic data for the project will be provided to the Contractor for survey purposes. This electronic data will be utilized for grading of the subgrade, base, and hard surfacing. It is the responsibility of the Contractor to verify the accuracy of the survey data provided and notify the Engineer of any issues that may come up. It is the responsibility of the Contractor to construct the project per the plans provided and to notify the Engineer if the electronic data or stakes differs from the plans.

The Contractor shall notify the Engineer, in writing, with all staking requests. These requests shall be made 72 hours in advance.

Due to the project's proximity to Billings-Logan International Airport, the use of unmanned aerial vehicles is prohibited.

#### ***SP - 15. NATURE OF THE WORK***

Due to the nature of this project, replacing piping systems in an old or deteriorated condition or providing new piping adjacent to the old existing piping, it is not uncommon to experience leaks or other problems with the existing piping system during installation of the new or replacement pipe. If this circumstance develops during construction and repairs are needed to keep the old system in service, the Metra Facilities Manager should be contacted immediately to shut down the existing system until repairs can be completed. The Contractor will be responsible for the repair work due to the proximity of the Contractor's crew and equipment. Payment for the Contractor's repair work shall be made under the Exploratory Excavation bid item. The Engineer shall determine if repairs significantly impacted the Contractor's ability to meet the contract timeframe, and additional calendar day(s) may be awarded.

Any reference to exploration in this specification shall mean exploration and/or repair work and will be paid at the same hourly rate. Repair work shall be completed in a timely manner, and in all cases before the completion of the shift. No payment for down time for the crew or



equipment shall be made while making repairs since it is expected that the crew and/or equipment not directly needed for repairs can be utilized for other temporary tasks on this same schedule. The above discussion refers only to problems that develop due to non-negligence of the Contractor.

### ***SP - 16. PRIVATE UTILITIES COORDINATION***

The Contractor is responsible for checking with owners of underground utilities prior to construction to determine locations in the Project Area. The Contractor shall coordinate work with private utility owners throughout the completion of the work. Prior to the start of the work, a Montana One-Call ticket must be completed by the Contractor. The Contractor is advised that some utilities may not be identified by this locate. Last Call Locating, (406) 698-9850, serves as MetraPark's private utility locate company and the Contractor shall ensure they be included in all utility locate requests.

Coordination for relocation, crossing, support, or reinstallation of all private utilities is the responsibility of the Contractor. The Contractor will obtain all permits and authorizations necessary for completion of the work near private utilities. Contractor is made aware that private utilities located at the MetraPark may not be able to be located or shown on plans and Contractor is responsible to locate and excavate without damaging these utilities during the course of the work. Locating and excavating without damaging these utilities is incidental to private utility locating and dry utility crossings. Any damage incurred to private utilities due to performing work, whether shown on plans or not, are to be repaired in a timely manner and at the expense of the Contractor.

### ***SP - 17. POTHOLE TO VERIFY EXISTING UTILITIES***

The Contractor shall pothole to verify existing utility crossing depths/separation distances for all locations where proposed facilities cross existing public and/or private utility lines with separation distances anticipated to be 2 feet or less. The pothole work shall be completed prior to construction or prior to starting the next section of work (e.g., manhole to manhole). The Contractor shall notify the Engineer immediately of any grade conflicts. Utility crossings for the purposes of this Special Provision shall include crossings of mains, laterals, and services (public and private).

Pothole verification work shall be incidental to the Underground Utility Crossing bid item as indicated in the Bid Form.

### ***SP - 18. ROCK HAMMER***

The requirements of this Special Provision shall supplement MPWSS Section 02221. The Contractor shall perform rock hammer where existing boulders interfere with the utility trench path as identified on the Plans. This work can be completed through any standard rock hammer method, including standard excavation or other approved method. The Contractor shall identify the need for and obtain prior approval from the Engineer prior to beginning any rock hammer activities. The RPR shall be on-site during the entire rock hammer work, which will be quantified using prevailing wage of operator(s) and Contractor's rental and equipment rates required to complete the work. Rock hammer must be equivalent to a CAT 320 mounted rock hammer or larger.

## ***SP - 19. EXPLORATORY EXCAVATION***

The requirements of this Special Provision shall supplement MPWSS Section 02221. The Contractor shall perform exploratory excavation to identify or verify the location of underground infrastructure not associated with identifying buried utilities described in SP-17 above. This work can be completed through any standard exploratory method including standard excavation, mini-excavation, hand excavation, or other approved method. The Contractor shall identify the need for and obtain prior approval from the Engineer prior to beginning any exploratory excavation. The RPR shall be on-site during the entire exploratory excavation work, which will be quantified using prevailing wage of laborer(s) and Contractor's equipment rates required to complete the work. A specific dollar amount is dedicated to this service as identified in the bid form.

## ***SP - 20. GAS MAIN DRESSER COUPLINGS***

The Contractor shall contact a natural gas company field representative when they expose dresser couplings on the gas line, and identify and mark their location.

## ***SP - 21. TEMPORARY CONTROLS***

Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements that are satisfactory with the utility users and owner. Service of existing utility lines, if interrupted, shall be restored as quickly as possible. Utility lines include, but are not limited to: water, storm, sanitary sewer, power, telephone, gas, and cable. Unless otherwise noted, temporary service is incidental to the bid items involved in other Work.

The Contractor shall handle existing flows in the existing storm drains as required to properly construct the new improvements and make necessary connections to existing utilities as specified. The adjacent City of Billings storm drains have significant sediment built up within them. Contractor is to remove sediment as reasonably possible whenever working in or around these mains and to limit additional construction debris from entering the existing storm mains. This work shall be considered incidental to the associated Bid Item being completed, and no additional payment shall be made.

## ***SP - 22. MATERIALS TESTING***

Responsibilities of Quality Control (QC) and Quality Assurance (QA) testing shall follow MPWSS Section 01400. QA testing will be completed by a representative of the Owner and follow the tables below. The Contractor will notify Engineer and testing agency of readiness of the work for testing a minimum of 24-hours prior to required testing.

Compaction of asphalt millings will be identified by visual inspection of final surface.

The Contractor shall give the Engineer 48-hour notice of readiness of the work for testing. The Contractor shall cooperate with the QA testing agency as outlined in Section 01400 Part 3.2 of the MPWSS.

Table 1 - Materials Testing Requirements

<b>ASPHALT CONCRETE PAVEMENT</b>		
<b>Test Specification/Material</b>	<b>Test Method</b>	<b>Minimum Required Frequency</b>
Asphalt Concrete Pavement (Base Course and Surface Course)	Mix design Gradation Asphalt Oil Content Marshal Test Rice Specific Gravity (MPWSS 02510)	1 Submittal 1 test/first day or 1/1000 TN 1 test/first day or 1/1000 TN 1 test/day or 1/1500 TN 1 test/day or 1/1500 TN 3 cores/day or 3 cores/500 TN, inclusive of 1 joint core.
Compaction of Asphalt Concrete Pavement	In-Place Density/Thickness (MPWSS 02510)	1 additional core every 500 TN if paving exceeds 500 TN per day. Core locations will be randomly chosen by Engineering Inspector, same day as paving.
<b>PORTLAND CEMENT CONCRETE</b>		
<b>Test Specification/Material</b>	<b>Test Method</b>	<b>Minimum Required Frequency</b>
Portland Cement Concrete	Mix design Air, and Slump	1 Submittal First Truck of Each Day
Portland Cement Concrete Flatwork and Curb & Gutter	7-Day and 28-Day compressive strength (MPWSS 02515)	Every 50 CY
<b>EARTHWORKS</b>		
<b>Test Specification/Material</b>	<b>Test Method</b>	<b>Minimum Required Frequency</b>
Trench Backfill	Moisture-Density (MPWSS 02221)	1 Sub/soil type encountered
Trench Compaction	In-Place Density (MPWSS 02221/1.4) 97% Minimum	1 Submittal/borrow source
Trench Compaction (laterals outside the road template, structures, valves, hydrants and manholes)	In-Place Density (MPWSS 02221/1.4) 97% Minimum	1 test/lift/200 LF 1 test/for each 2 ft of vertical depth/2 ft from edge of structure, valve, hydrant, or manhole

Pipe Bedding	Type I Bedding gradation & Plasticity Index / Type II Bedding Gradation (MPWSS 02221)	1 Submittal
Subgrade and Embankment	Moisture-Density (MPWSS 02230)	1 Submittal per soil type encountered / 1 Submittal per borrow source
Compaction of subgrade under curbs, gutters, and sidewalks	In-Place Density (MPWSS 02230/1.3) 95% Minimum	1 test/lift/200 LF (C &G) or 1 test/lift/1000 SF (flatwork)
Compaction of subgrade and embankment for roadways	In-Place Density (MPWSS 02230/1.3) 95% Minimum	1 test/lift/4000 SF
<b>EARTHWORKS</b>		
<b>Test Specification/Material</b>	<b>Test Method</b>	<b>Minimum Required Frequency</b>
Sub Base Course	Gradation - Moisture Density - Fractured Faces (Crushed) - LA Abrasion, LL, PL, and PI (MPWSS 02234)	1 Submittal
Compaction of Sub Base Course for roadways	In-Place Density (MPWSS 02234/1.3) 95% Minimum	1 Test/lift/4000 SF
Crushed Base Course	Gradation - Moisture Density - Fractured Faces (Crushed) - LA Abrasion, LL, PL, and PI (MPWSS 02235)	1 Submittal
Compaction of crushed base course under curbs, gutters, and sidewalks	In-Place Density (MPWSS 02235/1.3) 95% Minimum	1 test/lift/200 LF (C &G) or 1 test/lift/1000 SF (flatwork)
Compaction of crushed base course for roadways	In-Place Density (MPWSS 02235/1.3) 95% Minimum	1 test/lift/4000 SF

### **SP - 23. DEWATERING**

The Contractor is advised that groundwater is present at the project Site. The Contractor is responsible for providing dewatering equipment and methods for this project as outlined in MPWSS Section 02221. Dewatering costs are incidental to the pipeline and appurtenance costs, as per MPWSS Section 02221(3.4)(3). A geotechnical report is included in the Contract Documents. Bore logs included in the geotechnical report indicate observed groundwater at the time of field exploration and may not be indicative of other times at other locations. The Contractor is advised that groundwater elevations can be expected to fluctuate with varying seasonal, irrigation, and weather conditions. Groundwater was observed at the shallowest point at 9 feet below ground surface. Groundwater shall be removed from the open trench area to

satisfactorily prevent the rising of water into the new or any existing piping that may be exposed during the work. Pipe, bedding, or backfill materials shall not be placed below the groundwater elevation established by dewatering operations. The Contractor shall promptly remove all temporary electrical and dewatering systems upon completion of the work. Other areas requiring dewatering may be encountered throughout the Project depending on irrigation, operation of canals and ditches, local precipitation, seasonality, and other factors. The contractor shall provide a dewatering plan and provide it to the Engineer prior to dewatering.

Control of groundwater shall be accomplished in a manner that will not negatively impact adjacent structures foundation soils, will not cause instability of the excavation slopes and will not result in damage to existing structures. Damage caused to adjacent structures or wells will be repaired at the Contractors expense. Temporary water shall be provided for wells that are reduced in capacity as a result of dewatering at the Contractor's expense.

Contractor is responsible for all aspects of dewatering including preconstruction surveys, design, operation, monitoring, and post construction surveys. Dewatering saturated fine-grained soils may initiate consolidation of load bearing soils and contribute to potential differential settlement of foundations. The Contractor shall limit open trench lengths requiring dewatering as practicable when in proximity to existing structures.

The Contractor shall conduct structure surveys prior to construction and following construction at a minimum of 200 feet from any dewatering activity. The surveys shall, at a minimum, include photographic and narrative documentation of foundations, flatwork, patios, fences, curbs, and pavement and shall also document the operation of all windows and doors. This survey shall be incidental to the project and no additional payment will be made. A copy of the completed structure surveys following construction shall be provided to the Engineer.

## ***SP - 24. CONSTRUCTION TRAFFIC CONTROL***

Traffic control within the MetraPark property related to the Work is addressed in the Construction Zones Special Provision. The Contractor will provide pedestrian signage and control markings including, but not limited to, fencing, signs, cones, and barriers as necessary to direct pedestrians around the work and to the entrances of the Pavilion and Expo throughout the work.

## ***SP - 25. CONSTRUCTION ZONES***

The following construction zones are shown on the attached exhibit and are intended to provide general concepts and descriptions for the Contractor to follow. All work described herein are part of the Construction Traffic Control bid items. MetraPark owns two programable signage boards that may be utilized by Contractor during events for directing traffic. Programable boards will not be used for extended periods of time, such as for roadway shutdown notices. Utilities within each zone are considered part of that zone unless specifically identified. The Contractor will provide updates at the weekly construction meeting regarding closures and traffic routing related to the project zones listed below. Construction traffic control for the purpose of the Work includes vehicular traffic and pedestrian traffic within the project.

- Zone 1: Carnival Lot Entrance
- Zone 2: South Expo Lot

- Zone 3: Open Air Barn
- Zone 4: Lot 1 and water services to buildings adjacent to Carnival Lot

The initial work for the project will include Zones 1 and 2 within the South Expo and Carnival Lot Entrance areas. Service to all facilities will be maintained throughout the project, excepting limited shutdowns as identified within these SPs for completion of the work including, but not limited to, utility tie ins asphalt placement.

**Zone 1** will not be fully closed without traffic rerouting to allow continued operation of MetraPark. Contractor must maintain access to the back of the Pavilion and Carnival Lot. This access will be in the form of a traversable road of no less than 30-foot width. The access may be closed down for the purposes of utility installation or surfacing placement, but these closures should be no more than one day and will be approved by Metra staff prior to closure such that they do not impact MetraPark events. Should access to either area be restricted beyond the allowances identified herein, liquidated damages in the amount of \$5,000 per calendar day will be charged to the Contractor.

**Zone 2** full shutdown time is to be minimized to reduce the impact to the Metra of not having that parking lot available for events. This zone shall only be partially shut down for installation of utilities or concrete flatwork. Full shutdown of the lot will include grading and paving activities. Contractor shall maintain limited building access each weekend via marked pedestrian pathways and a traversable road of no less than 30-foot width. Contractor shall also be aware that they will be responsible for sequencing of work and cleanup/preparation in this zone for up to 3 major events in the Expo. Coordination for these events shall be done with MetraPark staff.

**Zone 3** may be closed during the duration of the work within the zone.

**Zone 4** includes a common entrance/ exit for the MetraPark property at Gate 2. At shutdown of this roadway, Contractor will provide signage to redirect entrance and exit traffic.

Pedestrian traffic is to be maintained to the Metra facilities throughout the duration of the project. If pathways are to be shut down for construction, alternative pedestrian routes must be identified to bypass pedestrians around the active Work zones. Pedestrian rerouting plans must be provided to the Engineer for review and approval prior to commencement of the work.

Shutdown of areas for construction is defined as when Work restricts vehicles from driving on or parking within that Zone. Shoulder work or clean-up activities may be conducted in any of the work Zones throughout the project, so long as the current use is re-established for each of these areas.

The Contractor is to determine their areas of scheduling and sequencing of the work, so long as it meets the guidelines established herein. The Contractor is also to determine their area of laydown at the Metra property for the purposes of the Work. The Contractor may utilize an area within the Project area or, by request, may elect to utilize an area on the eastern portion of the Metra property.





## **SP - 26.     PIPE BEDDING**

Locations where trench subgrade for installation of water, sanitary sewer, or storm drain piping is unsuitable for Type 1 bedding only, up to 18" of Type 2 bedding, or down to the depth of stiffer/ denser soils, shall be placed beneath Type 1 bedding, whichever is less. Unsuitable trench subgrade soils would be loose/very soft sand and clays. It is anticipated that 50-60% of the utilities will require this, with an average thickness of 12" of Type 2 bedding. Extents will be determined by engineering observations in the field during construction.

As recommended in the Geotech Report, Type 1 bedding shall be the same well-graded material as Type 2 bedding to reduce the risk of fines pumping due to groundwater fluctuations. Contractor may also decide to wrap the bedding (top, bottom, and sides) with a 6-ounce non-woven geotextile fabric to further reduce the risk of pumping fines within the bedding. Contractor may select well-graded pipe bedding material or fabric wrap of trenches, either option is incidental to the associated pipe installation Bid Item. The Contractor shall refer to the geotechnical report completed by SK Geotechnical, which is attached and made part of contract documents.

## **SP - 27.     FLOWABLE FILL**

Flowable fill shall be installed above utility crossings where standard subgrade preparation (8" or less from subgrade) cannot be completed, or as directed by the Engineer. In addition, when crossing under or over existing utilities where it is not possible to get compaction equipment between the existing utilities and new pipe or the necessary required clearances, the Contractor shall use flowable fill in lieu of the specified bedding gravels or trench backfill. This item is intended to be used as a "diggable" solid separation layer between utilities where clearances cannot be met. Flowable fill shall be placed 6" vertically above and below excavated utility and shall be placed 18" horizontally from utility.

In the event that the water main must cross sanitary main or storm main and is unable to be installed with a minimum of 18 inches of vertical separation, the Contractor shall install flowable fill according to the Montana DEQ Circular 1, Section 8.8.3.

Where indicated on the Drawings, flowable fill shall be installed for backfill in lieu of standard trench backfill or specified aggregates. At the storm culvert crossings, provide a minimum of 10 feet in length or as shown on the Drawings, and extend from the crown (top) of the lower pipe to springline (middle) of the upper pipe. Where a new storm drain crosses over or under an existing water main or sanitary sewer main with less than 18 inches separation, flowable fill shall be installed.

In all locations where the water main separation is less than 18 inches from the sanitary sewer main or storm drain main, one full pipe section of the new utility shall be centered at the crossing such that both joints will be as far from the crossing as possible. In any location where the water main separation is less than 6 inches from the sanitary sewer main or storm drain main, the Contractor shall notify the Engineer before installing the crossing.



### ***SP - 28. STORM DRAIN PIPE JOINTING***

Where PVC storm drain pipe is connected without a bell and gasket, or where PVC storm drain pipe is connected to a pipe of another material, including storm drain mains, services and laterals, a stainless steel reinforced flexible coupling Fernco Model Strong Back RC or approved equal shall be used. The connection shall be encased in flowable fill.

The existing storm drain main, services, and inlet pipe sizes may vary from what is shown on the plans and the Contractor shall have various sizes of pipe and couplers available as necessary to complete the required repairs or connections to the existing storm drain pipe. Work outlined in this Special Provision shall be considered incidental to the associated Bid Item being completed, and no additional payment shall be made.

### ***SP - 29. ABANDONED UTILITIES - CCTV INSPECTION***

Abandoned underground installations such as water mains, gas mains, sanitary sewers, storm drains, storm laterals, storm manholes, telephone lines, power lines, and buried structures relating to these utilities in the vicinity of the work shall be expected. Should unknown infrastructure be discovered during construction, the Engineer may request Closed-Circuit Television (CCTV) of the piping to determine its viability. After CCTV inspection, the Engineer may elect to have the pipe be abandoned in-place, which shall be completed as outlined in the Special Provisions. The Contractor shall locate the alignment of the underground facilities on the surface during the CCTV inspection, and provide the Engineer with sufficient time to survey the alignment for inclusion in record drawings.

The Contractor shall notify the Engineer immediately upon discovery of unknown infrastructure and obtain prior approval from the Engineer before commencing CCTV inspections. The RPR shall be on-site during this, which will be quantified using the hourly rate CCTV Inspection. The Contractor shall provide the Engineer with the CCTV subcontractor's hourly rates prior to commencing work. A specific dollar amount is dedicated to this service as identified in the bid form.

If existing sanitary sewer or storm drain laterals or mains are found to be silted in or full of debris that would prohibit access with the CCTV camera, the Contractor may be required to clean the pipe for inspection. If pipe cleaning is requested, it will be tracked at the hourly rate for labor prevailing wages and Contractor's equipment rates.

In locations where the existing storm drain is called out to be jetted and cleaned, it will be tracked as identified above and the hourly rate identified on the Bid Form shall be used for payment.

### ***SP - 30. ABANDONING/REMOVAL OF EXISTING PIPE & APPURTENANCES***

Where the existing water main, storm drain, sanitary main, and associated appurtenances including services, laterals, etc. are located within the trench limits of the new pipe, the existing pipes and associated appurtenances (valves, fittings, manholes, inlets, etc.) shall be removed and legally disposed of off-site. Removal and disposal of all pipe types shall be incidental to the pipe being installed.

Where the existing water main, fire hydrant assemblies, sanitary main, or storm drain is located outside the trench limits of the new main(s), the existing piping shall be abandoned in place. The ends of all abandoned pipe shall be plugged with Class M-3000 concrete, which shall be considered incidental to the work.

All valve boxes and curb boxes on abandoned water mains or service lines outside the trench limits for new construction shall be removed and surface restoration completed. At a minimum, the top two feet of boxes shall be removed, and the remainder filled with gravel. Gravel shall be consolidated to fill all voids.

The Contractor shall be aware that existing water valves and fittings such as bends, tees, reducers, etc. are expected to be restrained with concrete thrust blocks under the valves and around the fittings. Removal, disposal, or preserving (if required) of concrete thrust blocks or concrete encased valves, fittings or other appurtenances include any rebar anchors, shall be considered incidental to the work.

### ***SP - 31. STORM DRAIN SYSTEM MATERIALS***

Storm inlet grates shall be as follows:

- 2'x3' Curb Inlet shall be D&L Foundry I-3516 (Type II), I-3517 (Type III), or approved equal. Inlet shall be a 2'x3' box matching the City of Billings Standard Modifications to MPWSS drawing number Sm\_M02720-1a.
- 48" Dia. Manhole w/ Small Flat Inlet shall be D&L Foundry C-1172-02 or approved equal.

Mainline storm manholes not capturing stormwater runoff shall have a frame and cover (D&L Foundry A-1172 or approved equal). Storm manhole covers shall be stamped as "STORM".

### ***SP - 32. REMOVABLE GRATE***

Contractor shall install a Removable Grate as shown on the Plans. Grate shall meet H-20 load rating requirements. Grate maximum clear opening between bars shall be 1" and maximum section length of 10 feet. Installation of the grate shall follow manufacturers recommendations. Grate shall have reinforced concrete drain as shown on the Plans. All work and materials necessary to complete the grate installation shall be incidental to the Bid Item.

### ***SP - 33. WATER DISTRIBUTION SYSTEM***

#### **A. PIPE MATERIALS**

1. 6-inch to 12-inch diameter: Shall be C900 DR18 PVC (AWWA C900).

#### **B. THRUST BLOCKS**

All bends, tees, reducers, and valves 6-inch diameter and larger shall be installed with thrust blocks. The Contractor and the Engineer will determine size of thrust blocks to be cast-in-place in the field. Valve thrust blocks shall be sized for 200 psi. Thrust blocks for gate valves shall be formed and pre-poured. If assemblies are precast, do not lift or move using valve.

#### **C. Type I Pipe Bedding**

Type I Pipe Bedding shall be installed along the pipe and fittings per MPWSS Section 02221. Type I Pipe Bedding shall be included within the price of the pipe and fittings.

#### D. PIPE DEFLECTION

Pipe deflection is only allowed as approved by the Engineer or as called out on the plans. Pipe deflection shall be done per manufacturer's recommendations.

#### E. FIRE HYDRANTS

The Contractor shall notify the MetraPark staff and City of Billings Fire Department 48 hours in advance of any hydrant shutdowns and tag each fire hydrant that is out of service. The Contractor shall limit the downtime of any hydrants taken out of service to the greatest extent possible.

#### F. OPERATION AND SAMPLING REQUESTS

Notifications to the Owner for requests involving valve operation, hydrant operation, live tapping, flushing, water quality sampling, or any other activity that requires Owner personnel on site, shall be in accordance with the Montana Public Works Standard Specifications. The Contractor shall notify the City of Billings Fire Department prior to any valve closures or operations that affect the usage of any hydrants.

In the case of valve closures, the Contractor shall anticipate that a reasonable amount of time is needed by the Owner to operate all valves necessary to make zone closures. Additional time may also be needed to allow for draining of the existing main. In certain cases, where 100% kill cannot be achieved on existing valves, the Contractor may be required to conduct the connection work in a "wet" condition at no additional cost to the Owner.

#### G. WATER LINE ACCEPTANCE TESTING

Pressure testing, flushing, and disinfection shall be performed for all new water lines greater than 2-inch diameter, including service lines meeting this size criterion.

Any water required for pressure testing, flushing, disinfection, and filling shall be provided by the Owner at no cost to the Contractor.

#### H. PRESSURE TESTING

It is the Contractor's responsibility to ensure that all valves, bends, and other fittings are sufficiently restrained prior to performing pressure testing.

#### I. FLUSHING

Prior to chlorination, all new water mains shall be flushed in accordance with AWWA C651 and achieve the required flushing velocity of 2.5 feet per second. The required flushing set-up shall be prepared by the Contractor. All flushing shall be performed only by Contractor under supervision of Owner, and all flushing requests shall be submitted in accordance with Montana Public Works Standard Specifications. The flush water shall be directed to storm drain inlets and/or manholes and shall not be allowed to flow within any designated travel lane. If fire hose or piping is used to direct the flush water, the maximum length of hose or pipe shall be 20 feet.

#### J. DISINFECTION & BACTERIOLOGICAL TESTING

All flushing, testing, and disinfection shall be in accordance with the Montana Public Works Standard Specifications. All water quality sampling and laboratory testing of the water for acceptance shall be performed, by or in the presence of, Owner personnel, and all sampling

requests shall be submitted in accordance with Montana Public Works Standard Specifications. Bacteriological samples will require 48 hours laboratory time between test set up and available results to determine acceptability. Upon delivery of a sample to the testing laboratory, the bacteriological test will be set up as soon as practical by Owner staff. Previous tests may need to be completed prior to set up of new tests.

All flushing, water sampling, and laboratory testing of the water for acceptance shall be performed during the normal work time. Two samples will be taken by, or in the presence of, Owner personnel. One sample will be taken after flushing, and the second sample will be taken 24 hours later. The first sample shall be taken no later than 1:00 PM on Wednesday of a given week. The second sample will be taken no later than 1:00 PM on Thursday of a given week. Test results will be available 24 hours following the second sampling. No sampling, testing, or result readings will be done on weekends and holidays. Any sampling, testing, or result readings requested outside of the identified timeframes must be approved by the Owner.

There will be no charge to the Contractor for accepted passing tests. The Owner will charge a standard fee to the Contractor for any re-test of a failing test, which shall be deducted from payments due to the Contractor.

### ***SP - 34. CARNIVAL LOT WATER SERVICES***

The Contractor shall pull new line through the existing water service alignments as directed on the Plans. If that is not feasible, the Contractor may utilize alternative alignments, as approved by the Engineer. If an alternative alignment is selected, all disturbed areas must be restored to previous or better condition, and will be considered incidental to the associated bid items.

### ***SP - 35. SANITARY SEWER COLLECTION SYSTEM***

#### **A. PIPE MATERIALS**

1. 6-inch to 12-inch diameter: Shall be PVC SDR35 (ASTM D-3034).

#### **B. MANHOLE GROUT**

The Contractor shall not place grout, or any other filler material, on the inside circumference of the adjusting rings, casting, or any barrel section. Only where necessary, grout between the rings to adjust height. The Contractor shall plug with grout all picking holes, or any other penetration into the manhole, prior to backfilling the manhole. All grout plugs shall be constructed to ensure that the grout does not dislodge from the hole or penetration. The Contractor shall immediately remove any and all grout that falls into the manhole.

#### **C. PIPE NOTCHING**

At all new sewer mains entering and exiting manholes, the Contractor shall notch the top half of the pipe, from the crown to the springline, flush with the inside face of the manhole. The bottom half of the pipe shall remain un-notched and shall be set home as required for typical installation.

#### **D. PIPE CONNECTIONS TO MANHOLES**

Contractor shall core drill openings or larger openings into manholes or box culverts where new pipe connections are shown on the Drawings that require core drilling. The connection should use an approved resilient connector meeting ASTM C923-00. The Contractor shall plug any holes

remaining from abandoned lines with grout to form a watertight plug. The downstream pipe in manholes shall be screened to prevent entry of mortar or other debris from entering the system. The connection shall be watertight.

### ***SP - 36. TEMPORARY WATER SUPPLY***

The requirements of this Special Provision shall supplement MPWSS Section 01580. Water service is required to be provided to MetraPark at all times during construction, except for brief periods of time connecting to existing water mains. The Contractor shall coordinate construction with all affected parties to fulfill this requirement. A scheduled construction plan shall be provided to the Engineer and Owner showing how the Contractor plans to fulfill this requirement. Existing valves within the property shall be used to isolate sections of water main and Contractor is to coordinate with Metra staff and Engineer to locate.

Should the Contractor require temporary valves to fulfill this requirement, the valves and the work required to install and remove valves shall be incidental to the Project. When shutdowns are necessary to complete connections, the Contractor shall coordinate with the Engineer and Owner prior to all temporary disruptions in water service to any facilities within MetraPark.

Mainline valves may be utilized to provide continued service to buildings on the property during construction of new mainline watermain. Rehabilitation of services will require disruption of service to the associated buildings. Contractor may complete a temporary shut down of those services, if approved by the building owner/user in writing upon their review of a proposed timeline provided by the Contractor.

### ***SP - 37. TEMPORARY SANITARY SEWER BYPASS PUMPING***

This item includes provisions for bypass pumping required during the installation of all sanitary sewer pipe, fittings, service lines, and other appurtenant structures as specified in the Contract Documents and this section.

It shall be the Contractor's responsibility to determine the extent of sanitary sewer system to be taken out of service to perform the work and the subsequent design, construction, and operation of an adequate and properly functioning bypass system.

#### **Submittals**

At least seven (7) days prior to beginning work, the Contractor shall submit a Bypass Pumping Plan (described below) detailing the methods and equipment proposed to bypass sewer for approval by the Engineer. The submittal shall include the following information:

Shop drawings and product data shall be submitted for temporary piping, fittings, pumps, structures, and appurtenances.

Contractor is responsible for obtaining all permits required for bypass pumping operation, and shall provide a copy to the Engineer.

#### **A. Bypass Pumping Plan (Standard)**

1. Prepare a detailed Bypass Pumping Plan, which describes the measures to be used to control flows. Submit the Plan to and obtain approval of the Plan from

the Owner/Engineer prior to beginning bypass pumping work. Contractor's Plan shall include, but not be limited to the following:

- a. Site layout showing all major components.
    - i. Drawing indicating the scheme and location of pumps, suction manhole, suction piping, discharge manhole, discharge piping, temporary sewer plugs, flow diversion structures, dams, odor control, overflow prevention monitors, and other related equipment.
    - ii. Plan shall show location of all bypass pumping systems, including odor control, and shall discuss phasing, reuse, and movement of systems during construction as applicable.
    - iii. Sewer plugging method and type of plug. Method of securing and bracing of sewer plug shall be submitted. At a minimum, the plug must attach to a cable/chain which is then connected/tied off to an immobile object, as approved by the Engineer.
    - iv. Provide location of plug-in manhole (upstream or down-stream of manhole).
  - b. Schedule including installation/replacement schedules, durations, and dates for each sequence.
    - i. Plan shall show the sewer installation or sewer alterations to be accomplished during each bypass pump set up. The plan shall list the order of work requiring bypass pump set ups to verify downstream sewers are ready to accept bypass flows. The order of work shall correspond with the over Project Schedule.
    - ii. Bypass pumping plan shall designate which system/setup will be used, where and when applicable.
    - iii. The Contractor shall sequence the work to maintain flow flow through the existing sewer mains while installing the new sewer mains such that bypass pumping is minimized.
2. Emergency response and contingency plan
    - a. An emergency response plan that addresses containment, notification procedures, and equipment failure procedures. An emergency contact list with 24-hour phone numbers shall be submitted and updated as needed.
    - b. Contingency plan for cleanup and disinfection procedures in the event of a sewer spill. Contingency plan will identify equipment, tools, and labor necessary to complete clean up, disinfect, and repair.
    - c. Secondary power source.
    - d. Wet weather event procedures.
  3. Vehicular and pedestrian access to public and private facilities shall be coordinated with the traffic control plan.
  4. Staffing plan including name, qualifications, and contact information for on-site operators of bypass pumping system.
  5. Based on the Contractor's preliminary submitted Bypass Pumping Plan, the following items of information may be requested to further detail the procedures:
    - a. Method of noise control for each pump and generator.
    - b. Design calculations proving adequacy of the system and selected equipment.
    - c. Thrust restraint block sizes and locations where space is limited.
    - d. Temporary pipe supports and anchoring, if required.

- e. Protection method for existing utilities.

In addition to providing the Bypass Pumping Plan, Contractor shall notify the Owner/Engineer and receive written approval from the Owner/Engineer prior to each bypass operation. Contractor shall provide written notice to affected properties both 7 days and 24 hours prior to bypass work. The written notice shall list the date and times when sewer service will be affected and when it will be returned to normal service along with a phone number that the Owner can call for information.

### Testing

#### A. Hydrostatic Pressure Test

1. Bypass lines, fittings, and accessories shall withstand twice the maximum pressure of the system or 50 psi, whichever is greater.
2. The test shall run for a period of 2-hours.
3. Contractor shall fill the line with water.
4. The line shall be sealed on the discharge end.
5. The line may be put into service if after the 2-hour period the pressure has been maintained and there are no observable leaks.
6. Notify the Engineer 48-hours prior to testing.

#### B. Inspection

1. Operator shall inspect temporary bypass pumping and piping system at a minimum of every hour during operation.
2. Inspection log: Keep at each pumping location.

#### C. Technical Provisions

1. In lieu of hydrostatic pressure testing as specified in Part 1 of this subsection, the bypass pumping lines and fittings shall be operated using clean water for a minimum of 5-minutes and visually inspected for leaks in the presence of the Engineer prior to being placed into service.

### Products

Supply the pumps, conduits, piping, and other equipment to divert the flow of sewage around the sewer(s) or manhole(s) in which work is to be performed as specified in the Contract Documents and meeting the materials and testing requirements included herein.

Furnish the necessary labor and supervision to set up and operate the pumping and bypassing system.

The Contractor shall maintain on-site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and any other spare parts or system hardware to ensure immediate repair or modification of any part of the bypass system as necessary.

Temporary bypass pumping facility shall comply with all applicable laws and regulations.

#### A. Pumps

1. Pumps used for bypassing shall be capable of passing at least a 3-inch solid sphere.
2. If pumping is required on a 24-hour basis:
  - a. The number and size of pumps used in bypass pumping shall be such that if the largest pump is out of service, bypass flows will be maintained during the bypass operation.

- b. The engines shall be equipped in a manner to keep noise to a minimum, and a spare backup pump shall be required.
- B. Piping and Conduit
  - 1. Piping and conduit shall be sized and provided to handle the minimum and maximum expected flows during temporary bypass pumping operations.
  - 2. All bypass pumping shall have a minimum size of 4-inch diameter.
  - 3. All bypass pumping pipes and conduit shall be provided in good condition and free of leaks.
  - 4. Flexible hoses, if allowed, shall be abrasion resistant and capable of handling external and internal loads such as vehicular traffic and pumping operations.
  - 5. Technical Provisions
    - a. In the event long term and/or high-volume bypass pumping is required, Contractor shall include 100% redundancy for bypass pumping; two or more pipes (same size or larger) shall be provided. Redundancy shall be such that if one line is damaged during operation, a second or third pipe can immediately take its place.
- C. Plugs
  - 1. Plugs shall be selected and installed according to size of line to be plugged, pipe, and manhole configurations based on specific site.
- D. Overflow Monitors
  - 1. Overflow prevention monitors shall be field-ready corrosion resistant housings meeting IP67/NEMA 4, 4X standards with cellular communication capability, the ability to send text alerts to at least three user-designated phone numbers, non-confined space installation, and maintenance free operation.
  - 2. Overflow prevention monitors shall be programmed to alert the Contractor, the Engineer, and designated Metra staff.

### Execution

Sewer service shall not be stopped and shall be maintained to all buildings. Service shall not be interrupted, and no bypass operations shall occur during special events, if any, as identified by the Owner/Engineer. Work stoppage may be required due to a large storm event common to the seasons for which the Work is being performed.

Contractor shall notify the Engineer 48-hours prior to bypassing or diverting flow in any of the pipelines or laterals. Do not suspend work for more than 24 hours during operation of a bypassing system, unless otherwise permitted by the Owner/Engineer.

- A. Site and Utility Protection
  - 1. Take precautions to ensure that bypass pumping shall not cause damage to public or private properties.
  - 2. In the event damage occurs, make provisions to correct such damage at no additional cost to the Owner.
  - 3. Contractor's sewage bypass pumping operations shall not harm the Owner or its collection system, nor any other public or private party. Any and all penalties, fines, judgements, or injunctions levied due to Sanitary Sewer Overflow (SSO) spills or any other problems caused or related to Contractor's bypass pumping operations, monetary and otherwise, shall be borne and paid by Contractor.
  - 4. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted. In the event of any sewage spill, Contractor shall be



responsible for the prompt notification of the Owner/Engineer, cleanup, and disinfecting of the spill as called for in the bypass plan. Contractor shall compensate the Owner for the cost of fines levied as the result of a spill or unauthorized discharge.

B. Preparation and Setup

1. Bypass pumping shall be located with the least impact on vehicular and pedestrian traffic, shall have no visible leaks, and shall be restrained as necessary to prevent any movement of the pipe.
2. At each bypassing site, the Contractor shall have the entire bypassing system in place, functional, and tested before bypassing any sewage.
3. All pumps, generators, and other equipment shall be placed in a secondary containment or on a plastic tarp to protect against spills of petroleum products used by the equipment.
4. In establishing a bypass pumping facility on private property under a right-of-entry and/or right-of-access agreement, Contractor shall provide preference to an existing access location (manhole and/or cleanout) on the private property to establish the bypass pumping facility. Where an existing access location is utilized, no payment for temporary or permanent bypass pumping facilities will be authorized by the Engineer.
5. Where an existing access location on private property is not available or would be practical to use and a right-of-entry and/or right-of-access agreement from the property owner has been obtained, as approved by the Owner/Engineer, Contractor shall construct such temporary or permanent access as may be required to establish the bypass pumping facility.
6. Technical Provisions
  - a. If bypass pumping pipe as specified in Part a of this subsection must run perpendicular to traffic, the pipe shall be buried to prevent traffic restrictions, or furnished with roadway ramps for vehicular access and pipe protection. Alternative methods for perpendicular methods shall be submitted to Owner/Engineer for concurrence.

C. Noise Control

1. Contractor shall comply with all local and agency noise limitation requirements.
2. Contractor shall be required to limit noise production by using special mufflers, barriers, enclosures, equipment positioning, and other approved methods.

D. Diversion and Bypass

1. Contractor shall be responsible for all bypass flows. Contractor shall inspect each bypass pumping, piping system, and odor control system (if applicable) in its entirety for leaks or spills on an hourly basis.
2. All flows shall be re-established at the end of each and day prior to the Contractor leaving the site, unless special provisions have been made and plans approved to provide bypass pumping on a 24-hour basis.
3. Bypass shall be made by diversion of the flow from at least one manhole upstream from section where work is taking place, around the section to be taken from service for new construction, to an existing downstream location, at least one manhole beyond the section where work is taking place.
4. Only one pipe segment, and the associated laterals, may be affected at any given time unless otherwise approved by the Owner/Engineer.
5. Lateral lines into manholes shall be bypassed from the next upstream structure in which no work is required or has been or is yet to be completed. If the

structure upstream is private, Contractor shall notify the Engineer and receive written approval from the Owner/Engineer prior to bypass operations.

6. Lateral lines tying directly into the pipe shall be bypassed to the next downstream structure in which no work is required for that segment.
7. Install plugs in upstream portion of pipe in manhole, if operation allows. If not, a bag or plug shall be secured with length of cable that will extend to the next downstream manhole for retrieval. This is to prevent rogue/runaway bags/plugs from entering the collection system. Opening in retrieval manhole shall be large enough to allow bag/plug removal. Also take into consideration the invert/base construction, 90-degree manholes, offset/angle points, and so forth when determining the retrieval manhole.
8. Technical Provisions
  - a. Upstream manhole and pipe as specified in part 7 of this subsection may be utilized for temporary storage during short-term bypass operations given the sewerage flows and provided pumping system or installation methods will not cause sewerage backup into buildings upstream of the plugged manhole. Sewage level in manhole shall be monitored frequently and be maintained at as low a level as possible to prevent odor problems.

E. Long Term and/or High-Volume Bypass Pumping

1. Long term and/or high-volume bypassing systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Owner/Engineer.
2. When performing bypass work, ensure that pumping redundancy is on-site with all appurtenances (suction/discharge pipe) attached so that a pump can immediately be started when another pump has to be taken out of service.
3. Provide on-site a minimum of one trained and qualified operator for each bypass pumping and odor control systems operation who shall provide 24/7 coverage and possess the experience and knowledge to operate, maintain, repair, refuel, and so forth at all times while bypass pumping systems are required.
  - a. The operator shall be qualified to both operate and repair any and all problems that may occur. The attendant shall have a cell phone for communication between the Owner/Engineer and the site in the event of emergencies.
4. Pumping systems for laterals shall be designed for frequent pump operation in accordance with the following requirements:
  - a. Contractor shall maintain existing working level in existing lift station wet wells.
  - b. Sewage level in manholes shall be maintained at as low a level as possible to prevent odor problems and the bypass pumping equipment shall at a minimum pump at the same rate as the flow rate into the manhole.
5. All fuel tanks for pump or generator motors shall be filled by Contractor prior to leaving the job site if bypass pumping must continue.

F. Removal and Cleanup

1. Remove and/or relocate bypass pumping system when no longer needed. The Contractor shall notify the Owner/Engineer 48-hours prior to shutting down the bypass system.
2. Bypass pumping system shall be cleaned and drained prior to being dismantled and moved to the next location.
3. After completion of bypass pumping operations, Contractor shall clean disturbed areas, restoring them to their original condition. This operation shall include,

but not be limited to, pavement restoration and landscaping, at least equal to that which existed prior to the start of Work.

### ***SP - 38. INSULATION BOARD***

The Contractor shall install insulation board where water main is within 2.5 feet of storm drain at crossings or when minimum burial depths cannot be met. Insulation board shall be the width of the water main trench and extend 4 feet either side of crossing location and be a minimum of 2-inches thick. Insulation board is considered incidental to the work and no additional payment will be made.

### ***SP - 39. PAVEMENT SECTION***

The project area has multiple paving section alternatives and are listed in the Geotechnical Report based upon traffic patterns. The lots are separated and identified by name on the Plans and have the following surface sections. The quantity provided in the bid form for Asphalt Millings is estimated based on the asphalt to be removed from the overall project, assuming a thickness of 3" may be salvaged and reused. This quantity is expected to be adjusted during measurement of completed work.

- The South Expo Lot and Carnival Lot Entrance are a full depth construction with proposed 4" Asphalt Pavement - 10" Crushed Base for the expected paving section. Within the full reconstruction area, digout areas may be identified during construction, and will be repaired under the Sub-excavation/Replacement Below Subgrade bid item.
- Lot 1: 6" thickness of  $\frac{3}{4}$ " or 1  $\frac{1}{2}$ " Minus Crushed Base.

Asphalt, crushed base, and geosynthetic for the above outlined areas and remaining areas shall be selected from one of the options presented in the Geotechnical Report. The Contractor may select the option that, in their opinion, provides least cost to the Owner. The Contractor shall notify Engineer of selected pavement section as part of submittal process. Quantity estimates are based on an 14-inch total depth (asphalt and base) for all paving areas except trench restoration of the Back Access Road.

- Asphalt shall conform to Section 02510 Type-B PG64-22.
- Crushed base shall conform to Section 02235 and have a gradation of  $\frac{3}{4}$ " or 1  $\frac{1}{2}$ " minus.

The Contractor shall refer to the geotechnical report completed by SK Geotechnical, which is attached and made part of contract documents.

### ***SP - 40. EXCAVATION ABOVE SUBGRADE***

The excavation above subgrade quantity includes the removal of the existing pavement section. Full depth excavation above subgrade areas utilized a 14" asphalt and base section for determination of the subgrade elevation. This thickness corresponds to one of the asphalt and base thickness options provided in the Geotechnical Report for each of the paving areas. If the Contractor selects a different total paving section, any increase or decrease in earthwork quantities will be considered incidental to the bid items and the earthwork quantities will not

be revised for the selected pavement section on pay applications. Clarification of quantities for the excavation above subgrade bid items is included within the summary sheets in the Project Plans.

The excavation above subgrade is for the area within the paving extents, regrading of edges of the project to tie to existing is incidental to the excavation above subgrade bid items. Concrete curb and gutter, ribbon, valley gutters, and sidewalk are not included in the excavation above subgrade and are incidental to the bid item being completed, as outlined in the Measure and Pay Special Provision.

#### ***SP - 41. UNSUITABLE BACKFILL***

The Contractor is responsible for stabilizing all excavated areas before backfilling. Any excavated material that is unsuitable for backfill, due to moisture content (either excessively wet or dry), shall be conditioned in a manner acceptable to the Engineer to render its suitable for backfill in accordance with Section 02221 of MPWSS, Seventh Edition. All costs associated with this work shall be considered incidental. If the Contractor chooses not to condition the unsuitable materials, imported material approved by the Engineer shall be substituted for backfill. All costs associated with imported material and disposal of unsuitable materials shall be considered incidental.

Trench imported backfill shall meet the following criteria:

<b>Gradation</b>	<b>Percent Finer by weight (ASTM C136)</b>
3-Inch	100
No. 4 Sieve	40-85
No. 200 Sieve	35 (max)
Liquid Limit	30 (max)
Plasticity Index	10 (max)

On-site materials may be found to be unsuitable for use as Embankment in Place. Should the Contractor be unable to find suitable materials within any of the excavated materials at the time of the Work, Imported Borrow Materials may be allowed with approval of Engineer. Suitable materials for Embankment in Place shall be gravel, sand, silt, or clay having a plasticity index less than 20.

#### ***SP - 42. TRENCH RESTORATION***

Locations within the project will have utility installation that do not include full surfacing replacement above it. These areas will be restored based on the following scenarios. If restoration is within a construction area with identified paving thickness per the Plans, those thicknesses shall be used.

- a. Concrete shall be 6" unless otherwise specified and shall conform to Section 02529 requirements for installation. Crushed base shall be 6" thickness unless otherwise specified. Crushed base shall conform to Section 02235 and have a gradation of 1 ½" minus.
- b. Native ground - Contractor shall restore disturbed areas to match existing ground in areas of utility installation that do not have a specified surfacing section, including, but not limited to, grass areas as defined in SP-49.

#### ***SP - 43. SUB-EXCAVATION/ REPLACEMENT BELOW SUBGRADE***

The project may require additional subgrade stabilization in select areas where soft subgrade soils are found. The Geotechnical Report identifies proof rolling methods to determine failed subgrade requiring stabilization.

A proof roll must be performed on the subgrade for all paving areas in the presence of the Engineer. Engineer shall be notified a minimum of 24-hours in advance. If the proof roll fails, Subgrade Stabilization will be required at the approval of the Engineer. In areas Subgrade Stabilization is used, ¾" or 1-½" minus crushed base course shall be used as backfill with all other requirements meeting the MPWSS. The section for Subgrade Stabilization will be to increase the crushed base to a thickness of 16" over TX5 or BX1200 geogrid, plus adding 6-ounce non-woven fabric directly on the soft subgrade, beneath the geogrid. Failed compaction or proof rolling of the subgrade without requiring further excavation or re-compaction may be approved by the Engineer. Subgrade stabilization will be paid under the Sub-excavation/Replacement Below Subgrade bid item.

The project will have areas of geosynthetics installed as required by these Special Provisions or at the discretion of the Geotechnical Engineer. Refer to the Geotechnical Report for approved geosynthetics and stabilization methods.

The Contractor shall also be aware that buried building waste materials may be present in portions of the Project and discovered during excavation work. Should debris be found, Contractor is to remove and dispose of as reasonably possible.

#### ***SP - 44. ON-SITE STOCKPILES AND MATERIALS***

The MetraPark staff will remove on-site stockpiles and materials that will impact Contractor activities within the Construction Zones identified in SP-25. Contractor shall notify MetraPark of their schedule to complete surfacing and grading work a minimum of two weeks prior to commencement of work.

#### ***SP - 45. TRACER WIRE***

All buried conduits installed as part of the Project shall have tracer wire installed and properly secured to the top of the conduit. Tracer wire shall be Copperhead™ HS-CCS HDPE 30 mil, or approved equal, with the following properties:

- #12 AWG high-strength copper clad steel conductor (HS-CCS)
- 30-mil HDPE insulation minimum

- Rated for direct burial use at 30 volts.

Tracer wire installation shall be incidental to the conduit installation it is associated with. Stormwater or sanitary runs in straight sections between accessible manholes does not require tracer wire installation.

#### ***SP - 46. CONCRETE ACCESSIBILITY RAMPS (ADA RAMPS)***

Concrete accessibility ramps (ADA Ramps) will be constructed as shown on the Plans and will follow Public Right-of-Way Accessibility Guidelines, unless otherwise noted,

#### ***SP - 47. CONCRETE FLATWORK CRUSHED BASE***

Crushed base depth beneath concrete valley gutters, concrete sidewalks, concrete ribbons, and combined curb and gutter will be 6”.

#### ***SP - 48. SURVEY MONUMENTS***

The Contractor shall be aware that there are multiple survey control points throughout the project area, in addition to boundary line monuments at the property boundaries. Any survey marker or monument that is disturbed or destroyed by the Contractor outside of the work zone shall be replaced at the Contractor’s expense by a Professional Land Surveyor registered in the State of Montana.

#### ***SP - 49. LANDSCAPE SURFACE RESTORATION***

Landscape features consisting of grass (including native grass and sod) and landscape rock or mulch that are disturbed shall be restored to original or better condition unless otherwise directed in the plans or by the Engineer. Trees, shrubs, and other landscape elements not specifically referenced herein will not be replaced unless specifically referenced in the contract plans. No additional payment for landscape restoration will be made and shall be incidental to the project. There shall be no measurement and payment of crossing lawn sprinkler systems if encountered. These shall be considered incidental to the work.

#### ***SP - 50. TREE AND SHRUB TRIMMING AND REMOVALS***

The Contractor shall remove the trees and shrubs within the project limits in accordance with all OSHA and ANSI specifications pertaining to tree work and not endanger life or damage adjacent trees or property, either public or private. Trim back all trees, bushes, shrubs, etc. as necessary to complete the work. Trimming shall be incidental to the work item being completed and no additional payment shall be made. No trimming shall be allowed unless approved by the Engineer. If trimming occurs, the Contractor shall clean up the trimming site and all debris shall be removed and disposed of properly.

In cases where trees are to be removed, if the Contractor utilizes equipment for digging of a stump, care shall be taken to protect surrounding buried utilities from damage.

All stumps and roots shall be removed by digging, cutting, or grinding to a depth sufficient for construction of planned improvements or a minimum of 6 inches below the top of existing or planned curb and gutter grade for trees removed in boulevard areas.

All stump shavings, twigs, and other organic debris shall be removed. These materials shall not remain on site and in no case be incorporated into the subgrade or placed onto private property. Backfill all areas where stumps and roots have been removed to the level of the adjoining grade with topsoil. The topsoil shall be properly leveled and lightly compacted, so as to ensure a minimum of settlement. All adjacent disturbed areas and areas where backfill material was placed shall be seeded per the requirements of Section 02910.

The Contractor shall not cut tree roots or trim tree branches on trees that are not being removed without the approval of the City Forester or the Engineer. Trees shall not be removed until marked with a painted "X" by the Engineer.

### ***SP - 51. IRRIGATION SYSTEM RESTORATION AND IMPROVEMENTS***

Contractor shall be responsible for installation of an irrigation system in the Pavilion Courtyard area as shown in the Plans. This includes, but is not limited to, the installation of irrigation vaults, sprinkler heads, and other irrigation infrastructure to finished grade conditions, and connection to existing irrigation supply line. Existing irrigation systems that are disturbed shall be restored to original or better condition unless otherwise directed in the plans or by the Engineer. Payment for work identified shall be made under the associated bid items.

### ***SP - 52. EXPLANATION OF METHOD OF MEASUREMENT AND PAYMENT***

The following Special Provision clarifies the method of measurement and payment for those items that necessitate further information or are not included within the Montana Public Works Standard Specifications. All quantity measurements will be completed by the neat line method according to the Plans and Specifications. Bid items not included within this Special Provision shall be measured and paid for according to Montana Public Works Standard Specifications. No other bid items are to be included for the work beyond those included in the bid form to provide a complete project meeting the intent of the plans. All Work not included within the bid items on the bid form is to be considered incidental to the bid items provided.

**Bid Items 101, 1101, & 2101- Mobilization/Demobilization** - Twenty five percent (25%) of the amount bid for mobilization/demobilization shall be paid when five percent (5%) of the contract amount is paid for contract items and for invoiced materials in storage. Subsequent mobilization/demobilization payments shall be made based on the percent of construction completed, excluding previous mobilization/ demobilization payments.

Mobilization shall consist of preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of his personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for all work on the project; and for other work and operations that must be performed or costs incurred before beginning work on the various items on the project site.

Mobilization/demobilization costs for subcontracted work shall be considered to be included. Mobilization for this project shall also include submission and approval of the Contractor's

Traffic Control Plan and Quality Control Plan. No payment shall be made for mobilization/demobilization until these plans are reviewed and approved by the Owner.

**Bid Items 102, 1102, & 2102 - Taxes, Bonds, Insurance** - The lump sum (LS) bid for Taxes, Bonds and Insurance shall be paid on the first progress payment one hundred percent (100%) upon mobilization to begin construction of a particular schedule, only if the bid price for this item is less than five percent (5%) of the total price of that schedule. For that portion of the taxes, bonds and insurance greater than five percent (5%), if any, payment shall be made in increments on the basis of the percentage of work completed of each progress payment for that schedule.

**Bid Items 103, 1103, & 2103 - Construction Surveying** - This item will be paid on a lump sum (LS) basis. Progress payments shall be made to the Contractor in proportion to total construction completed.

**Bid Items 104, 1104, & 2104 - Construction Traffic Control** - This item will be paid on a lump sum (LS) basis. Progress payments shall be made to the Contractor in proportion to total construction completed.

**Bid Items 105 & 2105 - SWPPP Administration** - Payment for this bid item shall include all permit, monitoring, and reporting fees, adherence to SWPPP water quality requirements associated with all construction activities, including dewatering, and shall be 25% on the initial pay application. Subsequent payments shall be made based on the percent of construction completed, excluding previous payments.

**Bid Item 106 - Miscellaneous Force Account** - Payment for this item shall be based on approved Engineer's Field Order - Force Account prepared by the ENGINEER in accordance with the General Conditions Article 11 - Changes to the Contract.

**Bid Items 107 & 2106 - Miscellaneous Demo Items** - Payment for this bid item will be full compensation for removing and reinstalling or relocating, at the direction of the Owner, miscellaneous items within the Work area. These items shall include, but not be limited to, items listed within Engineering Plans without a specific bid item to complete said demolition, removal of existing block retaining walls, temporarily relocating ticket booths, sheds, and dumpsters, removing and reinstalling existing boulders, Jersey Barriers, bollards, and other non-permanent structures that may impact completion of the work. The contract price for the various components of this work shall include all miscellaneous labor, tools, equipment use, temporary storage, and other incidentals that may be required. This item will be paid on a lump sum (LS) basis to be requested at the completion of site demo work.

**Bid Items 108 & 2107 - Exploratory Excavation** - Measurement of this bid item shall be made for the actual time, to the nearest one-half hour, during which equipment is used (authorized prior to the Work or directed by the Engineer) for exploratory excavation and backfilling operations as documented by the RPR. Payment will be made at the unit prices as identified in the Special Provisions, which price shall include the equipment and labor used for the digging and backfilling operation, including excavation and compaction equipment and labor required for the exploratory excavation including no more than one operator and one laborer.

**Bid Items 109 & 2108 - CCTV Inspection** - Payment for CCTV inspections shall be on an hourly basis based on the approved CCTV inspection subcontractor's standard hourly rates. Payment



shall include all equipment, labor, and materials to complete CCTV inspection as identified herein.

**Bid Items 110 & 2109 - Private Utility Locating** - Payment for Private Utility Locating shall be on an hourly basis, based on the approved locating subcontractor's standard hourly rates. Payment shall include all equipment, labor, and materials to complete the location of private utilities, as identified herein.

**Bid Items 111 & 2110 - Underground Utility Crossing** - This bid item shall include each existing underground utility crossing to remain in place during construction in accordance with the locations shown on the Construction Plans. Compensation includes labor, tools, materials, equipment, and incidentals necessary to protect and support the existing utilities during construction.

Measurement will be by numerical count of underground utility crossings. Payment for this bid item shall be at the contract bid price per each (EA), which price shall include full compensation for production slowdown, locating utilities, costs to repair any utility damaged by the Contractor when such utility is shown on the plans, of a known location, or not shown on the plans or of an unknown location but located in the field, utility relocation costs to the utility company if relocation is requested by the Contractor, and all other costs associated with the utility crossing, including excavation, removal and replacement of unsuitable backfill materials, backfill, dewatering, hand compaction, specified sand materials, and appurtenances necessary to complete the bid item. No payment will be made for utility crossings which are either to be abandoned as a result of this Project or have been abandoned prior to the start of this Project. Payment will be made for utility crossings which are a part of this Project and are constructed prior to the water/sewer/storm line installation. No separate payment will be made for crossing utilities that are lowered as part of this contract and paid for under separate bid items. If multiple utilities lie within 12 inches of one or more other utilities, payment for one utility crossing will be made. If multiple utilities are closer than 12 inches and the total width is greater than 12 inches, payment will be made to each 1-foot width containing multiple utilities.

There shall be no measurement and payment for utilities that are crossed over (whether exposed or not). There shall be no measurement and payment of surface or overhead utility crossings, nor of services of the facility type being replaced. There shall be no measurement and payment of private lawn sprinkler systems if encountered. These shall be considered incidental to the work. No measurement will be made for crossing utilities installed by Contractor.

No payment shall be made for paralleling adjacent utilities, regardless of the space horizontally or vertically between the existing utility and the improvement and shall be considered incidental to the work.

If the paralleled utility crosses from one side of the trench to the other side of the trench for the improvements, it will be paid for as a utility crossing. If the utility runs diagonally, it will be paid the same as a perpendicular cross of the utility.

**Bid Item 112- Raise/Lower Existing Utility** - Bid Item shall be measured and paid for on an each (EA) dry utility raised or lowered, complete in place, which price and payment shall constitute full compensation for all asphalt removal, excavation and backfill, furnishing and

installing all materials required (including new conduit and reconnection if existing utility conduit must be replaced), crushed base, asphalt patch, compaction, labor, tools and incidentals necessary to complete the item.

**Bid Item 113 - Relocate Existing Utility** - Bid Item shall be measured and paid for on a lineal foot (LF) basis for relocated dry utility, complete in place, which price and payment shall constitute full compensation for all asphalt removal, excavation and backfill, furnishing and installing all materials required (including new conduit and reconnection if existing utility conduit must be replaced), crushed base, asphalt patch, compaction, labor, tools and incidentals necessary to complete the item. Lineal foot measurement will be on the alignment of the relocated dry utility.

**Bid Item 114 - Tree Removal - Class 1** - Measurement of trees for classification shall be made four (4) feet above the ground, or where more than one stem exists below four (4) feet above the ground, to the lowest stem.

No separate payment will be made for removal of trees less than 10 inches in circumference. The cost of performing this work shall be included in other items in the contract. Grinding or removal of stumps found on the property is incidental to tree removal bid item. Measurement of larger trees shall be by four ranges of circumference and classified as follows:

- Over 10 inches up to and including 36 inches, Class I
- Over 36 inches up to and including 72 inches, Class II
- Over 72 inches up to and including 126 inches, Class III
- Over 126 inches, Class IV

The unit contract price per each (EA) tree shall be full compensation for furnishing all labor, equipment, and material to completely remove and dispose of the tree, removal and grinding of tree stump and roots, topsoil, placement and raking of topsoil, and seeding or sodding in accordance with these specifications and as directed by the Engineer.

**Bid Item 117 - Rock Hammer** - Measurement of this bid item shall be made on an hourly basis (HR) for the actual time, to the nearest one-half hour, during which equipment is used (authorized prior to the Work or as directed by the Engineer) for rock hammer operations as documented by the RPR. Payment will be made at the unit prices as identified in the Special Provisions, which shall include all work required for the rock hammer operation, including all excavation equipment, rentals, and labor required, including no more than one operator.

**Bid Item 119 - 4" Asphalt Pavement - 10" Crushed Base** - Payment for this bid item is full compensation for all materials, equipment, tools, labor, and the performance of all work and incidentals necessary to complete the bid item. Payment for section will include, but not be limited to subgrade preparation, geosynthetic, crushed base course, and asphalt section. Measurement shall be the square yard (SY) of accepted area. Contractor is to refer to plan details and geotechnical report for optional sections for this area. No additional payment will be made if a different section is used.

**Bid Items 120 & 1105 - 4" Asphalt Millings** - Payment for these bid items is full compensation for furnishing, loading, hauling, spreading, shaping, watering, and compacting the asphalt millings, and for all materials, equipment, tools, labor, and the performance of all work and

incidentals necessary to complete the bid item. Measurement shall be the square yard (SY) of accepted area.

**Bid Item 122 - Sub-excavation/Replacement Below Subgrade** - Payment for this bid item shall include, but not be limited to, equipment, excavation, geogrid, geosynthetic fabric, crushed base, and all work necessary to provide complete in place repaired unstable subgrade section as identified in the Geotechnical Report. This bid item shall be measured on a square yard (SY) basis. This bid item will provide for only the thickened portion of the paving section with the original paving section (crushed base, haul and placement, and asphalt) being quantified in the original bid items. Any soft or failed areas that fall within trenched areas are excluded from this bid item.

**Bid Item 123 - Concrete Removal** - This item is measured by the square yard (SY) of all Portland cement concrete identified to be removed on the plans or identified in the field by the Engineer. Payment for this bid item is full compensation for all equipment, tools, labor, hauling, disposal, and incidentals necessary to complete the item.

**Bid Item 124 - Combined Concrete Curb and Gutter** - Payment for this bid item is full compensation for all materials, excavation, crushed base course material, compaction, hot and cold weather curing, expansion joint material, epoxy coated dowels, all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. This item, inclusive of spill curb and catch curb, is measured along the flow line of the gutter and paid for by the lineal foot (LF) of combined curb and gutter in place.

**Bid Items 125 & 2111 - Concrete Sidewalk** - This item is measured and paid for by the square foot (SF) at the contract unit price for "Concrete Sidewalk". Price and payment are full compensation for all material, excavation, crushed base course material, backfill, hot and cold weather curing of concrete, isolation joint material, equipment, tools, and labor, and for the performance of all work and incidentals necessary to complete this item.

**Bid Item 126 - Concrete Ribbon** - Payment for this bid item is full compensation for all excavation, compacted base, materials, curing of concrete, painting face of ribbon with primer, all pre-molded mastic material for expansion joints, contraction joints, steel dowels and sleeves, all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. Payment for this bid item is per lineal foot (LF) of concrete ribbon installed. Measurement is the horizontal distance measured along the middle of the concrete ribbon.

**Bid Item 127 - Concrete Valley Gutters** - This item is measured and paid for by the square foot (SF) at the contract unit price for "Concrete Valley Gutters". Price and payment is full compensation for all material, excavation, crushed base course material, backfill, hot and cold weather curing of concrete, isolation joint material, equipment, tools and labor, and for the performance of all work and incidentals necessary to complete this item.

**Bid Item 128 - ADA Ramp** - This item shall be measured and paid for per square foot (SF) of ramp completed and accepted in place. Measurement shall be based on concrete placed behind top back of curb, with the curb being paid under a separate bid item. This item shall include all materials, including concrete, truncated dome mats, pre-molded mastic material for expansion joints, sealant for all mastic material, construction joints; curing of concrete; excavation, placing and compaction of crushed base, subgrade preparation; and all equipment,

tools, and labor for the performance of all work and incidentals necessary to complete the item in accordance with standard specification and Special Provision direction.

**Bid Items 129 & 130 - Service Station** - Bid Items shall be measured and paid for on a per each (EA) basis for the Service Station surfacing completed and accepted. The price includes all gravel, concrete, material, equipment, and labor required to complete the surfacing in-place as shown in the Engineering Plans. Sanitary cleanouts, bollards, electrical components, and yard hydrants will be paid separately under the appropriate associated bid items.

**Bid Item 131 - 4" Steel Bollard** - Payment for this bid item shall include excavation, steel bollard, installation of materials, concrete, rebar, primer and yellow paint, and all other incidentals to provide a complete in-place steel bollard. Bollard shall be measured on a per each (EA) basis that will be counted as each singular metal bollard structure.

**Bid Item 132 - Seeding** - Seeding shall follow the requirements of MPWSS 02910, with the exception of being measured as lump sum (LS).

**Bid Item 133 - Plant Tree** - This item shall be measured and paid for by the number (EA) of trees planted as specified in the Plans.

**Bid Item 134 - Pond Supply Line** - Payment for this bid item is full compensation for furnishing and installing all materials required (including 2" line, isolation valves, connection to existing, pipe screen, surfacing patch), labor, tools and incidentals necessary to complete the item. Measurement shall be on a lump sum (LS) basis.

**Bid Item 135 - Irrigation Supply Line** - Payment for this bid item is full compensation for furnishing and installing all materials required (including 2" line, sprinkler heads, valve boxes, connection to existing), labor, tools and incidentals necessary to complete the item. Measurement shall be on a lineal foot (LF) basis.

**Bid Item 136 - Irrigation System Restoration** - This item shall be measured and paid on a lump sum (LS) basis. This item shall include all materials, labor, and equipment to restore existing irrigation systems within the work area.

**Bid Item 207 - 2'X3' Curb Inlet** - Bid item shall be measured and paid for by the number (EA) of 2'X3' Curb Inlets installed, complete in place, at the contract unit price bid for the various types of inlets listed in the Contract documents, which price and payment shall constitute full compensation for all excavation and backfill, furnishing and installing all materials required (including grates), compaction, grading, labor, tools and incidentals necessary to complete the item.

**Bid Item 208 - 2'X3' Curb Inlet with 72" Dia. Manhole** - Bid item shall be measured and paid for by the number (EA) of 2'X3' Curb Inlet with 72" Dia. Manholes installed, complete in place, at the contract unit price bid for the various types of inlets listed in the Contract documents, which price and payment shall constitute full compensation for all excavation and backfill, furnishing and installing all materials required (including grates), compaction, grading, labor, tools and incidentals necessary to complete the item.

**Bid Item 209 - 48" Dia. Manhole with Small Flat Inlet** - Bid Item shall be measured and paid for by the number (EA) of 48" diameter manholes with Small Flat Inlets installed, complete in

place, at the contract unit price bid for the various types of inlets listed in the Contract documents, which price and payment shall constitute full compensation for all excavation and backfill, furnishing and installing all materials required (including grates and concrete collar), compaction, grading, labor, tools and incidentals necessary to complete the item.

**Bid Item 210 - Trench Drain** - Payment for this bid item is full compensation for all materials, equipment, tools, labor, and for the performance of all work including, but not limited to, furnishing and installing a removable grate, excavation, crushed base, concrete support structure, mounting steel, and all incidentals required to provide a complete in place Removable Grate. Measurement shall be on a lump sum (LS) basis.

**Bid Items 301 & 2301 - Connect to Existing Water Main** - Shall include each connection to existing water lines in the distribution system. Measurement will be by numerical count (EA) of connections. Payment shall include full compensation for cutting existing water main, dewatering and cleaning existing water main, furnishing and using all temporary plugs, disinfectant to prevent contamination of the existing water main, connecting the new water main to the existing water main, pipe specials, gaskets, fittings, joints, hardware, hot tapping sleeves, curb stops, gravel drains, thrust blocks, protective coating, restrained joints, plugging the abandoned water main with concrete, pavement saw cutting, leak testing, modifying existing fittings, and furnishing all labor, material, and equipment necessary to complete the work. Payment for installation of a tee or cross into the existing water main shall be considered as one connection. Contractor shall be aware that locations of existing water mains are approximate based upon field locates and shall be field verified by Contractor prior to Work.

**Bid Items 302, 2302 & 2303 - XX" Water Lines** - Measurement of water mains is made in lineal feet along the centerline of pipe through all valves, fittings and appurtenances. Payment for water main will be made at the contract unit price bid per lineal foot (LF) of the various sizes called for, which includes furnishing and installing pipe, furnishing and placing Type 1 pipe bedding, trench excavation and backfill, cleaning, testing and disinfecting the water main, all materials, tools, labor and equipment necessary to complete the item and all incidental work related thereto.

**Bid Items 303, 304 & 305 - XX" Water Mains** - Measurement of water mains is made in lineal feet along the centerline of pipe through all valves, fittings and appurtenances. Payment for water main will be made at the contract unit price bid per lineal foot (LF) of the various sizes called for, which includes furnishing and installing pipe, furnishing and placing Type 1 pipe bedding, trench excavation and backfill, cleaning, testing and disinfecting the water main, all materials, tools, labor and equipment necessary to complete the item and all incidental work related thereto.

**Bid Items 306, 307, & 2304 - XX" Valves** - Measurement of water valves is made by numerical count of the sizes and types of valves listed in the Contract Documents. Payment for water valves is made at the contract unit price bid each (EA); which includes furnishing and installing the valve and valve box, all excavation, backfill, and special compaction required for the installation, thrust and anchor blocking (if required), and all other work necessary or incidental for completion of the item.

**Bid Items 308, 309, 310, 2305, 2306, & 2307 - XX" Fittings** - Measurement of water main fittings is by numerical count of the various types listed in the Contract Documents. Payment for fittings is made at the contract unit price bid for each (EA) fitting, and includes furnishing

and installing the fittings as required, thrust blocking and any other work necessary or incidental for completion of the item.

**Bid Items 311 & 312 - 1" Water Service Connection to Buildings** - Measurement is by each (EA) water service(s) connection to existing building and shall include all labor, materials, tools, equipment, and any other work and incidentals necessary to locate services, coordinate with Owner, restore surfacing, and provide a complete in-place connection. Service alignments shown are not final and Contractor may modify location in field with Engineer approval. No additional payment will be made for Contractor requested alignment modifications.

**Bid Item 2308 - Connection to Existing Service** - Measurement is by each (EA) connection to existing water service(s) and shall include all labor, materials, tools, equipment, and any other work and incidentals necessary to locate services, coordinate with Owner, and provide a complete in-place connection. Service alignments shown are not final and Contractor may modify location in field with Engineer approval. No additional payment will be made for Contractor requested alignment modifications.

**Bid Items 313 & 2309 - Yard Hydrant** - Bid Item shall be measured and paid per each (EA) yard hydrant assembly installed and accepted in-place. The price includes all saddles, corporation stops, piping, fittings, equipment, labor, and any other work or materials necessary to complete installation from the water main to the yard hydrant location.

**Bid Item 314 - 6" Hydrant Assembly (Includes Risers)** - Measurement of fire hydrant assemblies is by numerical count. Payment is made at the contract unit price bid each (EA), which includes furnishing and installing the fire hydrant and auxiliary gate valve, fitting required to connect to the main (bend, tee, valve), piping from main waterline to hydrant, riser or hydrant extension, all excavation, backfill, and special compaction required for the installation, thrust and anchor blocking, drain gravel, and all other work necessary or incidental for completion of the item.

**Bid Item 315 - Removal of Existing Hydrant Assembly** - Bid Item shall be measured and paid per each (EA) hydrant assembly removed. The price includes all material, equipment, and labor to remove, abandon, cap existing line, and dispose of the hydrant assembly.

**Bid Item 317 - Temporary Water Supply** - Measurement for this item shall be as a percentage of the contract amount completed and shall be paid as a lump sum (LS), with the percentage based on the amount of work complete to date. Payment shall be full compensation for providing temporary water supply including pump system, pipe, pump operating expenses, and all necessary maintenance, equipment, labor, materials, tools, supplies, testing, and incidentals necessary to complete the work.

**Bid Item 401 - Connect to Existing Sanitary Sewer Manhole** - Measurement and payment for this item shall be made on a per each (EA) basis and include, but not be limited to, all labor, materials, and equipment necessary to provide a complete in-place connection. Contractor shall be aware that locations of existing sanitary sewer mains are approximate based upon field locates and shall be field verified by Contractor prior to Work.

**Bid Item 408 - Sanitary Cleanout** - Bid Item shall be measured and paid per each (EA) connection to the main with one (1) cleanout installed and accepted in-place. The price

includes all fittings, piping, material, equipment, labor, and incidentals necessary to complete installation from the sewer main to the sanitary cleanout location.

**Bid Item 409 - Temporary Sanitary Sewer Bypass Pumping** - Measurement for this item shall be as a percentage of the contract amount completed and shall be paid as a lump sum (LS), with the percentage based on the amount of work complete to date. No separate payment shall be made if the existing sanitary sewer system is used as the Sanitary Sewer Bypass System. Payment shall be full compensation for providing sanitary sewer bypass, including pump system, pipe, pump operating expenses, and all necessary maintenance of the sanitary sewer bypass system, equipment, labor, materials, tools, supplies, testing, and incidentals necessary to complete the work.

END SECTION 00910

## CONTRACTOR'S INSURANCE GUIDE

### Commercial General Liability

\_\_\_\_\_ Occurrence Policy  
\_\_\_\_\_ Claims Made Policy (follow-up date \_\_\_\_\_)  
Each Occurrence ..... \$1,500,000.00  
General Aggregate Including Umbrella ..... \$3,000,000.00  
Products/Completed Operations Aggregate ..... \$3,000,000.00

### Coverages

\_\_\_\_\_ Premises/Operations  
\_\_\_\_\_ Products/Completed Operations  
\_\_\_\_\_ Contractual Liability  
\_\_\_\_\_ Underground  
\_\_\_\_\_ Explosion and Collapse PER PROJECT AGGREGATE ENDORSEMENT  
\_\_\_\_\_ Blasting  
\_\_\_\_\_ Independent Contractors Coverages  
\_\_\_\_\_ Broad Form Property Damage  
\_\_\_\_\_ Personal Injury  
\_\_\_\_\_ Property Damaged Deductible (not to exceed \$5,000.00) \$ \_\_\_\_\_  
\_\_\_\_\_ Railroad Protective Policy  
\_\_\_\_\_ Commercial Automobile  
\_\_\_\_\_ All-owned, adequate limits including umbrella ..... \$1,500,000.00  
\_\_\_\_\_ Hired Automobile Liability including umbrella ..... \$1,500,000.00  
\_\_\_\_\_ Non-Owned Automobile Liability including umbrella ..... \$1,500,000.00  
\_\_\_\_\_ Workers' Compensation  
\_\_\_\_\_ Occupational Accident/Disease ..... Statutory  
\_\_\_\_\_ Employer's Liability including umbrella ..... \$1,500,000.00  
(Attach certificate)  
\_\_\_\_\_ Other Requirements  
\_\_\_\_\_ Company Rating (A.M. Best) B+ VI or Better  
\_\_\_\_\_ 30-Day Cancellation Clause  
\_\_\_\_\_ Additional Insured's  
\_\_\_\_\_ Owner/Architect/Engineer Named as Additional Insured (all named as an additional primary and non-contributory insured.)

### Builder's Risk and Other Property Insurance

\_\_\_\_\_ Coverages  
\_\_\_\_\_ Physical loss or damage  
\_\_\_\_\_ Temporary buildings, materials and equipment stored and in transit  
\_\_\_\_\_ As insured property; work and all materials, supplies, machinery, apparatus, equipment, fixtures, other property required to complete the Work  
\_\_\_\_\_ Expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects)  
\_\_\_\_\_ Maintained in effect until Work is complete  
\_\_\_\_\_ Additional Insured's  
\_\_\_\_\_ Owner/Architect/Engineer/Contractor/Subcontractor (of every tier) named as Additional Insured (all named as an additional primary and non-contributory insured.)

### Owners and Contractors Protective

\_\_\_\_\_ \$1,000,000.00 Each Occurrence, \$2,000,000.00 Aggregate  
\_\_\_\_\_ Circle One (Endorsement) or (Separate Policy)  
\_\_\_\_\_ A separate policy shall have Yellowstone County as the named insured. Attach Certificate to this checklist.



## **DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION**

### **1. General**

Owner and Contractor/Bidder are required to make good faith efforts with adequate documentation to include disadvantaged business enterprises (DBEs) as subcontractors or suppliers on this project. More detailed regulations are published under 40 CFR Part 33.

### **2. DBE Certification**

DBEs include minority business enterprises (MBEs) and women's business enterprises (WBEs). MBEs and WBEs must be certified as such in order to participate as a DBE. Certification can be through the Montana Department of Transportation (MDT) under its DBE program, through the Small Business Administration (SBA) under its 8(a) Business Development Program or its Small Disadvantaged Business (SDB) Program, or through other valid government or private organizations. SBA maintains a database of certified firms at [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm).

### **3. Good Faith Efforts**

Owner and Contractor/Bidder must make the following good faith efforts when soliciting contractors, subcontractors, or suppliers to procure construction, equipment, services, and supplies on this project:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(c) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(d) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(e) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **4. Documentation for Bidder to Submit with Bid**

(a) Contractor/Bidder shall submit the DBE Good Faith Effort Documentation form (use the form provided), and supporting documentation, with its bid to demonstrate compliance with good faith effort requirements.

(b) Contractor/Bidder shall submit its Bidders List with its bid, using the form provided. It shall include all entities that provided Contractor/Bidder a bid or quote on this project. It shall include both DBE and non-DBE bidders. Required information for each entity includes 1) entity's name and point of contact, 2) entity's mailing address, telephone number, and e-mail address, 3) procurement on which entity bid or quoted and when, and 4) entity's status as a MBE/WBE or non-MBE/WBE.

(c) Contractor/Bidder shall have each DBE subcontractor/supplier it proposes to use complete EPA Form 6100-3—DBE Program Subcontractor Performance Form and shall include all completed forms as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.

(d) Contractor/Bidder shall complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.

## **5. Other Requirements and Information**

(a) Contractor must pay its subcontractors for satisfactory performance no more than 30 days from Contractor's receipt of payment from Owner

(b) Contractor must notify Owner in writing prior to any termination of a DBE subcontractor for Contractor's convenience.

(c) If a DBE subcontractor fails to complete work under the subcontract for any reason, Contractor must employ the six good faith efforts if soliciting a replacement subcontractor.

(d) Contractor must employ the six good faith efforts even if Contractor has achieved its fair share objectives.

(e) Contractor must provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator.

(f) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form, and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU. Copies of these forms are also attached to this contract.

## DBE Good Faith Effort Documentation

Project: \_\_\_\_\_

Bidder: \_\_\_\_\_

Bid date: \_\_\_\_\_

Bidder: This form (2 pages) must be turned in with your bid to document your good faith effort to solicit DBE participation. Advertisements to solicit DBE quotes are still encouraged, but are not a substitute for direct contacts by fax, mail, e-mail, or phone. Make additional copies of each page if needed. Attach additional documentation (faxes, letters, e-mails, quotes) or explanation if needed to back up any item.

In table below, list all areas of opportunity for subcontractors and suppliers to provide quotes for your consideration on this project. You do not need to list areas you will not consider quotes because you self perform those areas.

Subcontract/supply opportunity	# of Potential DBEs (see note #1)	# of DBEs you contacted (see note #2)	Who will perform this work or supply this material? (see note #3)	Is this a certified DBE?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Note #1: Those listed in MDT DBE Directory, plus any other certified DBEs you will consider, such as from SBA database or surrounding state DOT DBE lists.

Note #2: Contact a minimum of 3 DBEs for each subcontract/supply opportunity (or all DBEs if less than 3 in MDT DBE Directory). Document all contacts on table on next page.

Note #3: You can enter "not yet determined" only if there are no potential DBEs for that item; otherwise you must make a decision on which subcontractor/supplier you are using. No "bid shopping" is allowed after the bid date if it may be detrimental to a DBE.

In table below, document all DBEs contacted. Contact a minimum of 3 DBEs for each subcontract/supply opportunity (or all DBEs if less than 3 in MDT DBE Directory). Make additional copies of page as needed.

DBE name	Potential subcontract/ supply scope	Contact person name	Contact method (fax/ mail/e-mail: attach copies; phone: list ph#)	Contact date (min 7 days before bid)	Quote given?	Using? (see note #4)	Reason not using	Comments or additional explanation
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		
			___Fax ___Mail ___E-mail ___Phone ph#_____		___Yes ___No	___Yes ___No		

Note #4: For each DBE that you are using, submit filled out forms 6100-3 and 6100-4 with bid, and give form 6100-2 to DBE.

## Bidders List

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Bid Date: \_\_\_\_\_

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid: bid contract as prime

Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE

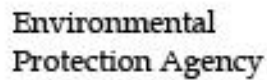
Bidding entity name:  
Contact person name:  
Mailing address:  
Telephone:  
E-mail:  
Work bid:  
Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE

Bidding entity name:  
Contact person name:  
Mailing address:  
Telephone:  
E-mail:  
Work bid:  
Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE

Bidding entity name:  
Contact person name:  
Mailing address:  
Telephone:  
E-mail:  
Work bid:  
Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE

Bidding entity name:  
Contact person name:  
Mailing address:  
Telephone:  
E-mail:  
Work bid:  
Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE

Bidding entity name:  
Contact person name:  
Mailing address:  
Telephone:  
E-mail:  
Work bid:  
Status: \_\_\_MBE \_\_\_WBE \_\_\_non-DBE



OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

NAME OF SUBCONTRACTOR <sup>1</sup>	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

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CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature

Title/Date

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



Environmental  
Protection Agency

OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

## Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.





Environmental  
Protection Agency

OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR <sup>1</sup>		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? ____ Yes ____ No		
_____ Signature of Prime Contractor		_____ Date
_____ Print Name		_____ Title
_____ Signature of Subcontractor		_____ Date
_____ Print Name		_____ Title

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

## Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



Environmental  
Protection Agency

OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors<sup>1</sup> will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

\_\_\_\_\_  
Signature Of Prime Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Approval Expires: \_\_\_\_\_

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.



## United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Two Before Completing Certification)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# **GEOTECHNICAL REPORT**



2511 Holman Avenue  
P. O. Box 80190  
Billings, Montana 59108-0190  
p: 406.652.3930; f: 406.652.3944  
[www.skgeotechnical.com](http://www.skgeotechnical.com)

January 15, 2024

Project 23-4360G

Mr. Greg Reid, PE  
WWC Engineering  
Via Email: [greid@wwc.com](mailto:greid@wwc.com)

Dear Mr. Greg Reid:

Re: Geotechnical Evaluation, Proposed East Half Metra Park Improvements, Billings, Montana

We have completed the geotechnical evaluation for the above-referenced project, authorized on September 1, 2023. The purpose of this evaluation was to assist WWC Engineering by providing general soil and groundwater conditions along the proposed utility, pavement, and retaining wall areas to assist them in preparing plans and specifications for the project. This evaluation was completed in general accordance with our proposal to you dated August 24, 2023.

### **Project Information**

**General.** WWC is assisting Yellowstone County with design of the proposed improvements along the east half of the Metra Park facility. The proposed improvements will consist of installing new water and sewer lines, storm drains, pavement reconstruction and realignment, and a new retaining wall. The east half Metra Park project is broken into three main sections listed below.

- Arena backlot- the portion south of the Arena and just east of the Expo Center.
- Lot 1- the southernmost portion of the area.
- Lot 3B- the easternmost portion of the area.

**Scope.** Our scope of services for the proposed Metra Park improvements was limited to:

- Conducting thirteen penetration test borings to a depth of 5 feet or 15 feet at the locations shown on the attached sketch along the proposed improvement areas.
- Conducting two test pits to a depth of 10 feet along the proposed retaining wall area.
- Returning the samples to our laboratory for visual classification and logging by an Engineering Geologist.
- Conducting laboratory tests, including moisture content, Atterberg limits, grain size analysis, and corrosion.



- Analyzing the results and formulating recommendations for utilities, pavement design, and retaining wall design.
- Submitting a geotechnical evaluation report containing logs of the borings, showing subsurface soil and groundwater conditions at each boring location, our analysis of the field and laboratory tests, and recommendations for utilities, pavement, and the retaining wall.

**Documents Provided.** WWC provided us with a map showing the general location of the proposed improvements. This drawing was used to establish desired boring locations for the project, as well as our Site and Boring Location Sketches attached to this report. The boring locations were generally selected by WWC to avoid numerous existing underground utilities associated with previous developments.

**Locations and Elevations.** Boring locations ST-22 through ST-36 were selected and staked by SK Geotechnical and WWC personnel. Borings are numbered ST-22 through ST-36 to avoid confusion with the borings performed for the upper and main parking lot projects. Some borings had to be moved due to utility issues. During staking, it was decided to change the two 10-foot test pits to 15-foot soil borings to primarily avoid tearing up the existing asphalt in the vicinity of the Boring ST-35 as well as the inherent disturbance associated with excavating test pits.

**Site Conditions.** The proposed improvements will be constructed within active lots and roadways throughout the Metra Park in Billings, Montana. The lots and roads are currently paved or have gravel surfacing. Previous developments and projects have occurred at the Metra Park facility for decades. The grandstand and horse track were recently demolished, and the area has been used for agricultural purposes. Alkali Creek used to run through the facility and the site has likely been used by Yellowstone County for many other purposes. Existing fill associated with these previous developments is prevalent throughout the project.

## Results

**General.** Log of Boring sheets indicating the depth and identification of the various soil strata, the penetration resistance, laboratory test data, and water level information are attached. It should be noted that the depths shown as boundaries between the strata are only approximate. The actual changes may be transitions and the depths of changes vary between borings.

Geologic origins presented for each stratum on the boring logs are based on the soil types, blows per foot, and available common knowledge of the depositional history of the site. According to readily available Geologic Map of the Billings Area, Yellowstone County, Montana, Montana Bureau of Mines and Geology (2002), the project is located within Alluvial Terrace Deposits over the Eagle Creek Sandstone Member. A Partial Geologic Sketch with the approximate project extents is included in the attachments. The general soil profile encountered at the borings was existing fill and pavement underlain by alluvial soils over bedrock. These strata are discussed more below.

**Arena Backlot Soils.** Borings ST-22 through ST-26, ST-35 and ST-36 were performed in the Arena backlot area. Borings ST-23 and ST-25 were in the existing pavement behind the newer Expo Center and encountered 2 3/4 and 3 inches of asphalt pavement over base course to 2 feet. Borings ST-35 and ST-36 were behind the Arena in older pavement and encountered 3 and 3 1/4 inches of asphalt pavement over base course to 0.8 feet.

Existing fill was encountered in all of the borings beneath the existing pavement or at the surface. The existing fill consisted of silty sand, silty clayey sand, and sandy lean clay to depths ranging from 4 to 6 feet. The existing fill contained concrete, wood, metal, and mulch, indicating it is highly variable. Penetration resistances generally ranged from 8 to 44 blows per foot (BPF) indicating it was loose to dense.

Existing fill behind the Arena also contains boulders. WWC provided us photographs of a recent storm drain trench cutting through the area, and these boulders are up to 4- to 6-feet in diameter. As the photos indicate, hydraulic jackhammers were necessary to break up numerous boulders so they could be removed from the storm drain trench.

Fine grained alluvium consisting of silty clayey sand, silty sand, and sandy lean clay were encountered beneath the existing fill, primarily to the boring termination depths ranging from 5 1/2 to 15 1/2 feet. Penetration resistances in the alluvium ranged from 3 to 11 BPF indicating the sands were loose and the clays were soft. Beneath the alluvium, boring ST-35 encountered decomposed shale consisting of fat clay at a depth of 13 1/2 to 15 1/2 feet. Penetration resistance was 5 BPF indicating the clay was rather soft.

**Lot 3B Soils.** Borings ST-29, ST-32, ST-33, and ST-34P were performed in the Lot 3B area furthest east portion of the site. Existing fill was encountered in all of the borings to depths ranging from 4 to 7 1/2 feet. The existing fill consisted of silty sand, poorly-graded gravel, silty clayey sand, and silty gravels, and contained wood and metal. Penetration resistances in the existing fill ranged from 4 to 31 BPF indicating it was very loose to dense, but primarily very loose to loose, i.e., not likely compacted when placed.

Beneath the existing fill, Boring ST-29 encountered fine-grained silty clayey sand to the boring's termination depth of 5 1/2 feet. The sand had a penetration resistance of only 3 BPF indicating it was very loose. Borings ST-32, ST-33, and ST-34 encountered coarse-grained silty gravel with sand and cobbles below the existing fill to the boring's termination depths ranging from about 10 to 15 1/2 feet. Penetration resistances in the gravels ranged from 34 BPF to 50 blows for only 2 inches of penetration. These values indicate the silty gravel was medium dense to very dense and contains boulders.

**Lot 1 Soils.** Borings ST-27, ST-28, ST-30, and ST-31 were performed in the Lot 1 area, the furthest south portion of the site. Existing fill was encountered in all of the borings to depths ranging from 4 to 8 1/2 feet. The existing fill consisted of lean clay, clayey sand, silty sand, and poorly-graded gravel.

Penetration resistances ranged from 7 to 15 BPF indicating the clays were medium to stiff and the sands and gravels were loose to medium dense, i.e., not likely compacted when placed.

Beneath the existing fill, Boring ST-27 encountered lean clay alluvium to the boring's termination depth of 5 1/2 feet. Boring ST-28 was also only 5 1/2 feet deep and terminated in the existing fill. Borings ST-30 and ST-31 encountered fine-grained lean clay and clayey sand alluvium to 7 and 11 1/2 feet, respectively, over coarse-grained clayey gravel alluvium to the boring's termination depth of 15 1/2 feet. The lean clay was rather soft and the clayey sand was very loose to loose, penetration resistances in the clayey gravel ranged from 19 to 46 BPF indicating it was medium dense to dense.

**Groundwater Observations.** Groundwater was encountered in some of the borings at the time of our fieldwork. Groundwater ranged from 7.4 feet to 14.7 feet. Groundwater could fluctuate several feet or more in unison with water levels in Alkali Creek and the Yellowstone River. It should be noted, groundwater levels can also fluctuate depending on snow melt, run-off, precipitation, irrigation, leaking utilities, subsurface characteristics, and other factors not evident at the time of our fieldwork. Table 1 summarizes the groundwater observations in the borings.

**Table 1. Summary of Groundwater Depths and Elevations**

Boring	Surface Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)	Waterbearing Stratum
ST-30	3103.7	8.1	3095.6	Alluvial Gravels
ST-31	3103.4	7.4	3095.0	Lean Clay Fill
ST-32	3098.7	11.3	3087.4	Alluvial Gravels
ST-34P	3099.7	10.2	3089.5	Alluvial Gravels
ST-36	3107.5	14.7	3092.8	Lean Clay Alluvium

A piezometer was installed in Boring ST-34P with flush-mount manhole cover. The piezometer can be checked for current groundwater levels and assist in evaluating the depth of dewatering in that area for the project.

## Laboratory Tests

The results of the laboratory tests are summarized on the Log of Boring sheets and are presented in the attachments of this report. The results are also discussed in more detail below.

**Classification Tests.** Classification tests consisting of Atterberg limits and full sieve analysis were performed on select bag samples obtained from the borings at the subgrade pipe invert depth range. Table 2 below provides a summary of the classification tests.

**Table 2. Summary of Laboratory Tests**

Boring	Depth (feet)	Atterberg Limits			P <sub>200</sub> (%)	ASTM Symbol
		LL	PL	PI		
ST-22	1 1/2 - 3	23	17	6	40.9	SC-SM
ST-23	2 – 3 1/2	31	15	16	62.2	CL
ST-26	2 – 3 1/2	33	17	16	74.0	CL
ST-27	1 1/2 - 3	41	19	22	80.8	CL
ST-30	1 1/2 - 3	34	16	18	88.1	CL
ST-31	3 - 4	46	19	27	93.3	CL
ST-33	1 1/2 - 3	25	18	7	46.9	SC-SM
ST-35	2 – 3 1/2	NP	NP	NP	18.5	SM
ST-35	6 1/2 – 8	NP	NP	NP	20.8	SM
ST-36	4 – 5 1/2	22	17	5	39.4	SC-SM

The tests indicate the soils consist of primarily low to medium plasticity lean clay with sand, silty sand, and silty clayey sand. American Society for Testing Materials (ASTM) symbols CL, SM, and SC-SM.

**Moisture Content Tests.** Moisture content profiles were performed on all the samples obtained from the borings. The moisture contents of the soils ranged from 4.2 to 36.9 percent. The results of the moisture content tests are presented on the boring logs attached. There were three lower moisture content values found in the gravels that likely lost moisture during sampling and are not representative of the actual moisture content within the gravels. The moisture contents across the project were in excess of about 5 percent indicating wetter soils throughout the whole project, most likely over optimum moisture content.

**Corrosion.** Corrosion test results from three borings across the project indicate the soil is moderately corrosive to concrete and severely corrosive to metal.

## Analyses and Recommendations

**Proposed Construction.** Yellowstone County is working to improve the east half of the Metra Park facility by adding new utility lines and improving pavement in parking lots and roadways. The project will also include installing new water lines, sanitary sewer lines, and storm drains in different areas of the facility. Table 3 below shows, location, type of utility, pipe size, pipe type, and range in pipe invert depth for water, sanitary sewer, and storm lines.

**Table 3. Summary of Utilities**

Location	Utility Type	Size (inches)	Type	Pipe Invert Depth (feet)		
Lot 1	Water	3	HDPE	6	-	8
	Sanitary Sewer	8	PVC	6	-	8
Lot 3B	RV Water	3	HDPE	7	-	9
	Water	12	PVC	9	-	10
	Sanitary Sewer	6, 12	PVC	5	-	10
	Storm	36	Concrete	0	-	9
Arena Back Lot	Water	12	PVC	6	-	9
	Sanitary Sewer	8, 10, and 12	PVC	5	-	11
	Storm	15	IPVC	3		10

The project also includes pavement improvements and a new retaining wall. The pavement improvements are planned to improve the traffic flow along the east half of the Metra Park facility. The area directly behind the Arena is used by delivery and transport trucks. The remaining portion of the east half of the project will be used primarily by recreation vehicles (RVs), automobiles, and trucks with trailers.

A new retaining wall is planned along the south side of the Arena backlot, so the dumpsters can be set at the bottom. The retaining wall will be a conventional cast-in-place reinforced concrete wall set on a frost-depth footing.

If the information indicated above is incorrect, we should be informed. Additional analysis and recommendations may be necessary.

**Discussion.** A major concern for the project is the existing fill prevalent across the site and encountered in all of the borings. The existing fill was highly variable in soil type and was up to 8 1/2 feet deep. Notably, there was metal and concrete debris mixed in the fill in the Arena backlot and in Lot 3B. Existing fill having deleterious materials (foreign, compressible, and decompressible materials) will need to be removed from being reused as backfill. During a past storm drain project in the Arena backlot area, large boulders in the existing fill were found during excavation and had to be jackhammered to be taken out in pieces. Pictures from the storm drain placement are attached. During excavation, the boulders will likely be encountered during trench excavation of utility lines in the Arena backlot. Jackhammering should be expected to breakup and remove the boulders from the excavations, and a unit cost should be included in the bid documents. Existing fill must also be subexcavated from beneath the retaining wall footing, and replaced with structural backfill. We also recommend removing deleterious existing fill from beneath pavement improvements, if encountered.

## Utilities

**Open Excavations.** Fine-grained soils and existing fill were encountered in all the borings in the upper 5- to 15-feet. The Occupational Safety and Health Administration (OSHA) guidelines indicate cohesive soils with an unconfined compressive strength of less than 1/2 tons per square foot (tsf), granular soils such as sands and gravels, and all existing fill classify as Type C soils. Based on the results of our soil borings and the variability of the soils above pipe invert, we recommend all soils be considered Type C on the project. All earthwork and construction should be performed in accordance with OSHA guidelines.

As indicated above, trench excavations in the Arena backlot could encounter 4- to 6- foot diameter boulders requiring jackhammering to breakup and remove. Some boulders were also encountered in the alluvial gravels, which could be difficult to excavate and require special handling.

**Corrosion.** The planned utilities mostly are using a type of polyethylene pipe, but there will be one concrete pipe for the storm drain near Lot 3B. The soils across the project identified to be moderately corrosive to concrete. We recommend Type I-II cement be used for the project. The soils were found to be severely corrosive to metal pipes and corrosive protection is recommended if any are included in the project.

**Dewatering.** Groundwater was encountered in some of our borings during fieldwork and therefore dewatering may be necessary across the whole project, especially trenches over 6 feet deep. A piezometer was installed in Boring ST-34P to allow personnel to check groundwater levels and fluctuations over time. If groundwater is encountered during construction, we recommend immediately pumping the water out and away from the excavation to reduce the risk of creating unstable subgrade. The actual method of dewatering will need to be determined by the contractor based on their experience and available equipment.

**Trench Subgrade and Type 2 Bedding.** The borings indicate the anticipated trench subgrade in the improvements will primarily be loose/very soft to medium dense/stiff sand and clays. It is our opinion the loose/very soft soils such as these encountered in Boring ST-31 below 8 1/2 feet and Boring ST-35 below 6 feet will not be suitable for only Type 1 bedding and will require Type 2 bedding as well. We recommend providing up to 18-inches of Type 2 bedding beneath Type 1 bedding. Type 2 bedding should be up to 18-inches below Type 1 bedding, or down to stiffer/denser soils, whichever is encountered first. For example, Type 2 bedding should be provided in Boring ST-32 in the loose silty sand, but can stop once the medium dense silty gravel is encountered. We recommend planning for fine-grained unstable subgrades across 50 to 60 percent of the utilities, and using an average thickness of 12 inches for Type 2 bedding. The actual extent and placement of Type 2 bedding will need to be determined by engineering observations during construction.

**Pipe Bedding.** We recommend providing well-graded Type 1 bedding as described in *Montana Public Works* Drawing No. 02221-2 beneath the entire utility lengths. We recommend using the same well-graded material as Type 2 bedding. Using well-graded Type 1 and Type 2 bedding will reduce the risk of fines piping due to groundwater fluctuation. Another option to reduce the risk of piping fines within standard open-graded bedding would be to completely wrap (top, bottom, and sides) the open graded Type 1 and Type 2 bedding with a 6-ounce non-woven geotextile fabric.

**Drainage and Impermeable Trench Plugs.** It is critical good drainage of surface water be provided long-term along the project limits. To reduce the risk of water flowing in bedding, we recommend placing low permeability trench backfill plugs along the pipe alignments. We recommend the plugs be placed in intervals of approximately 300 feet along the alignments and at each service connection. If the utility lines break, water or sanitary sewer could flow into service trenches, potentially causing settlement to adjacent structures. These plugs should meet the requirements of MPWSS Section 02222.

**Backfill and Compaction.** The following requirements should be used during the trench backfilling.

- The majority of the on-site soils can be used as trench backfill, provided all deleterious materials are removed. In the Arena backlot and Lot 3B, we encountered existing fill with deleterious materials and boulders, and we recommended these soils not be reused in backfill. We recommend separating the clays and sands from the gravels as the soils are excavated and replaced accordingly.
- Due to shallow groundwater, excavated soils are likely wet and above optimum moisture content (OMC). It will likely be necessary to spread these soils out and allow them to dry, as well as favorable weather, to achieve a moisture content  $\pm 2$  percent of optimum.
- Quality Assurance (QA) and Quality Control (QC) testing should be performed within the active backfilling process to monitor compaction. Compaction testing is recommended to confirm equipment and number of passes are consistently being applied to properly compact backfill to specification. Compaction tests in test pits behind the active installation are not recommended. We refer to this as “hind-sight compaction testing” and the approach results in misleading test results, i.e., the test pit backfill is intentionally recompacted before testing.
- Lift thicknesses should not exceed 8 inches loose thickness. Depending on the QA and QC testing described above, thinner lifts may be necessary.
- Next to risers, valves, manholes, and for services lines, we recommend thinner lifts (4 to 6 inches) and using nimble compaction equipment, such as hand-operated wacker compactors or vibratory plate compactors attached to a smaller backhoe to achieve compaction. Sheepsfoot rollers attached to backhoes are too big for these areas and are not recommended.

- We recommend all backfill be placed be compacted in accordance with the most recent MPWSS Type A Trench Backfill requirements and those recommendations indicated above.

If imported material is used, it should generally be similar to the on-site soils, i.e. lean clay should be replaced with imported lean clay and gravel alluvium replaced with imported gravels that can be compacted to specification. Additionally, thicker lifts will generally result in increased settlement.

**Trench Settlement.** Trench settlement of utility excavations is a common problem and is often difficult to avoid. Even well compacted backfill will settle, in our opinion, and we anticipate normal trench settlement will be approximately 1 percent of the total trench depth. If the backfill is poorly compacted, excessively thick lifts are placed, large oversize materials are left in place, contains frozen materials, or surface water infiltrates into the trench, several inches of settlement could occur. Full-time inspection during placement of backfill helps reduce the risk of these issues occurring during construction.

## **Retaining Wall**

**General.** The proposed retaining wall is to be a cast-in-place concrete wall about 150-feet long in total. The wall will connect to the existing retaining wall and varies in height throughout. At the connection point, the wall will be 6 1/2-feet tall and drop down to 4-feet at the proposed loading dock location then about 1 1/2 feet to end the wall.

**Depth.** We recommend the retaining wall footing bear a minimum of 4 1/2 feet below exterior grades (front side) for frost protection.

**Footing Subgrades.** We recommend footings bear on undisturbed natural soils or compacted backfill placed over undisturbed natural soils. Where existing fill is present beneath proposed footings, we recommend it be subexcavated from beneath the footings and oversize zones extending 1/2 foot (horizontal) beyond the footing for every foot of subexcavation below the footing. It is best to use 3-inch minus sandy gravel or non-frost-susceptible material (as described below) as backfill beneath footings, placed in lifts not exceeding 8-inches, and compacted to a minimum of 95 percent of its standard proctor maximum dry density.

**Bearing Capacity.** It is our opinion the retaining wall footing can be designed for a net allowable bearing capacity of up to 2000 psf (pounds per square foot).

**Backfill.** We recommend placing 5 feet (horizontal) of nonfrost-susceptible sand or sandy gravel backfill behind the retaining walls for three reasons: (1) to provide a relatively free-draining backfill, which will not impede downward percolation of water to seep holes, (2) to reduce the lateral earth pressures on the wall, and (3) to reduce the risk of frost penetrating the backfill behind the wall, causing it to move outward. Imported sand or sandy gravel with less than 5 percent of its particles by weight passing a 200 sieve is generally considered nonfrost-susceptible. Backfill behind the retaining walls should be placed in



lifts and at a moisture content at or slightly above optimum moisture content. The backfill should be compacted to a minimum of 95 percent of its standard Proctor maximum dry density.

**Lateral Earth Pressure.** Assuming nonfrost-susceptible sand or sandy gravel backfill compacted to 95 percent will be placed behind retaining walls, we recommend using the following parameters for estimating lateral forces.

- Active earth pressure (wall free to move away from backfill): 35 pounds per square foot per foot of depth (psf/ft) plus 0.31 times surcharge load.
- At-rest earth pressure (wall restrained): 55 psf/ft plus 0.5 times surcharge load.
- Passive earth pressure: 650 psf/ft plus 5.8 times surcharge load.
- Coefficient of sliding friction: 0.50.

The values indicated above do not include factors of safety. Appropriate factors of safety should be included when designing retaining walls to resist lateral earth forces.

## Pavement

**General.** The current surfacing sections across the project limits varies. There is pavement sections and gravel surfacing used in the parking lots and roadways. The existing pavement ranges from 2 3/4 inches to 4 3/4 inches followed by base course to 2 feet. ST-35 had what looked like base course to 0.8 feet followed by gravel fill with concrete to 2 feet.

**Recommended Pavement Sections.** The recommended pavement sections are shown below in Table 4 below. The sections vary based on the type of vehicles and the option of geosynthetics and geogrid.

**Table 4. Recommended Pavement Sections.**

Material	Autos Only		Auto and RVs		Autos, RVs, and Trucks	
	CBC Section	Geogrid Section	CBC Section	Geogrid Section	CBC Section	Geogrid Section
<b>Asphalt Pavement (inches)</b>	3	3	3	3	4	4
<b>Crushed Base Course (inches)</b>	10	8	12	9	10	9
<b>Geosynthetics</b>	6 oz. NW	BX1200	6 oz. NW	BX1200	6 oz. NW	BX1200
<b>Total Thickness (inches)</b>	13	11	15	12	14	13

\*either 6 oz. NW (nonwoven) or BX1200 geogrid or better

In the Arena backlot, some isolated boulders may be encountered when trying to reach subgrade elevation. The cost of entirely removing these boulders is probably not justified, but a minimum of 6-inches of base course must be provided over the boulders.

**Subgrade.** The pavement subgrade across the project limits varies significantly, mostly associated with the type of existing fill present. Due to significant previous projects and developments, considerable variation should be expected. There is mostly clay and sand fill that is wet and rather loose and soft. There is also some gravel fill found that is loose to dense. Due to past agricultural events, there could be isolated areas of deleterious materials such as wood chips, hay, and silage that will require subexcavation and replacement.

There is a chance the subgrade can become unstable if more water is introduced to the soils during construction or in existing areas having poor surface water drainage. One method of determining unstable subgrades is to perform proof rolling observations directly on the exposed subgrade. Proof rolling should be performed with a loaded dump truck or water truck. Unstable areas are those subgrade soils where proof rolling indicates 3/4-inch or more of subgrade deflection is occurring. When this occurs, we recommend using the following pavement section.

<u>Material</u>	<u>Thickness</u>
Asphalt Pavement	4 inches
Crushed Base Course	16 inches
BX 1200 Geogrid	Yes
Separation Fabric (6 ox. NW)	Yes

## Construction

**Excavation.** It is our opinion the soils encountered by the borings can be excavated with a conventional excavation equipment. As previously indicated, however, boulders exist in the Arena backlot that will require jackhammering to break up. Boulders and concrete rubble could be encountered in other areas as well. All earthwork and excavations should be performed in accordance with OSHA requirements. The borings indicate the alluvial soils and existing fill in the sidewalls of the water line trench excavations will be Type C soils under OSHA guidelines.

**Dewatering.** As previously indicated, groundwater was encountered in some of the borings at the time of our fieldwork, and dewatering will likely be necessary across the whole project. The method of dewatering will need to be determined by the contractor based upon their experience and available equipment. The relatively clean alluvial gravels are considered highly transmissive, and result in a significant volume of groundwater to be managed.

**Observations.** We recommend excavations of the new utility lines be observed. These observations should be performed by a geotechnical engineer or an engineering assistant under the direction of a geotechnical engineer. The purpose of these observations is to evaluate if the subgrade soils are similar to those encountered in the borings, and suitable for the proposed construction.

**Testing.** Testing of materials during construction should meet the requirements of MPWSS. We recommend compaction tests be performed on the proposed water line trench backfill. Samples of proposed backfill and fill materials should be submitted to our testing laboratory at least five days *prior* to placement on the site for evaluation and determination of their optimum moisture contents and maximum dry densities. Asphalt pavement should also be tested for strength properties and compaction in accordance with MPWSS.

**Cold Weather Construction.** If site grading and construction is anticipated during cold weather, we recommend good winter construction practices be observed. All snow and ice should be removed from fill materials prior to placement. No fill should be placed on soils that have frozen or contain frozen material. No frozen soils should be used as fill.

If used, concrete delivered to the site should meet the temperature requirements of ASTM C 94. Concrete should not be placed on frozen soils or soils that contain frozen material. Concrete should be protected from freezing until the necessary strength is attained.

## Procedures

**Drilling and Sampling.** The penetration test borings were performed on the dates indicated on the boring logs with a CME 75HT core and auger drill rig. Sampling for the borings was conducted in accordance with ASTM D 1586, "Penetration Test and Split-Barrel Sampling of Soils." Using this method, we advanced the borehole with hollow-stem auger to the desired test depth. Then a 140-pound hammer falling 30 inches drove a standard, 2-inch OD, split-barrel sampler a total penetration of 1 1/2 feet below the tip of the hollow-stem auger. The blows for the last foot of penetration were recorded and are an index of soil strength characteristics.

**Soil Classification.** The drill crew chief visually and manually classified the soils encountered in the borings in accordance with ASTM D 2488, "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." A summary of the ASTM classification system is attached. All samples were then returned to our laboratory for review of the field classifications by a geotechnical engineer. Representative samples will remain in our office for a period of 60 days to be available for your examination.

**Groundwater Observations.** Approximately ten minutes after taking the final sample in the bottom of a boring, the driller probed through the hollow-stem auger to check for the presence of groundwater. Immediately after withdrawal of the auger, the driller again probed the depth to water or cave-in. The boring was then backfilled to the bottom-of-asphalt and patched with cold mix asphalt patch.

## **General Recommendations**

**Basis of Recommendations.** The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the attached sketch. Often, variations occur between these borings, the nature and extent of which do not become evident until additional exploration or construction is conducted. A re-evaluation of the recommendations in this report should be made after performing on-site observations during construction to note the characteristics of any variations. The variations may result in additional earthwork and construction costs, and it is suggested a contingency be provided for this purpose.

It is recommended we be retained to perform the observation and testing program for the site preparation phase of this project. This will allow correlation of the soil conditions encountered during construction to the soil borings and will provide continuity of professional responsibility.

**Review of Design.** This report is based on the anticipated construction of the proposed water lines as related to us for preparation of this report. It is recommended we be retained to review the geotechnical aspects of the designs and specifications. With the review, we will evaluate whether any changes in design have affected the validity of the recommendations, and whether our recommendations have been correctly interpreted and implemented in the design and specifications.

**Groundwater Fluctuations.** We made water level observations in the borings at the times and under the conditions stated on the boring logs. These data were interpreted in the text of this report. The period of observation was relatively short, and fluctuation in the groundwater level may occur due to rainfall, flooding, irrigation, spring thaw, drainage, and other seasonal and annual factors not evident at the time the observations were made. Clay soils typically require longer periods of time (days/weeks) for groundwater elevations to stabilize. Design drawings and specifications and construction planning should recognize the possibility of fluctuations.

**Use of Report.** This report is for the use of WWC Engineering, Yellowstone County, and selected contractors to design the proposed water lines and prepare construction documents as well as construction. In the absence of our written approval, we make no representation and assume no responsibility to other parties regarding this report. The data, analyses, and recommendations may not be appropriate for other structures or purposes. We recommend parties contemplating other structures or purposes contact us.

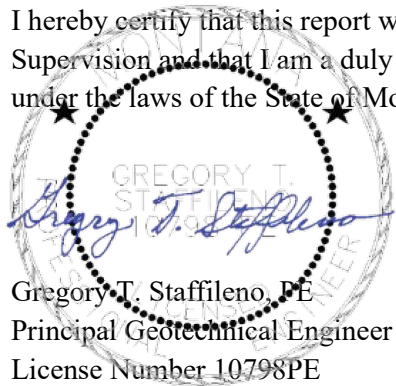
**Level of Care.** Services performed by SK Geotechnical Corporation personnel for this project have been conducted with that level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time restraints. No warranty, express or implied, is made.

We appreciate the opportunity to provide these services for you, if we can be of further assistance, please contact us at your convenience.

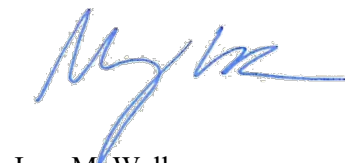
Sincerely,

**Professional Certification**

I hereby certify that this report was prepared under my direct Supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Montana.



Gregory T. Staffileno, PE  
Principal Geotechnical Engineer  
License Number 10798PE



Jaye M. Wells  
Geologist

**Attachments:**

Site Location Sketch  
Boring Location Sketch  
Partial Geologic Sketch  
Descriptive Terminology  
Log of Boring Sheets – ST-22 through ST-36  
Atterberg Limit Tests  
Sieve Analysis (10)  
Sulfates  
Pictures from storm drain installation





**SITE LOCATION SKETCH**  
**Metra Park Improvements**  
**Billings, Montana**

Drawn by:	SKGeo/Google Earth	Date	1/10/2024
Project:	23-4360G		
Scale:	On image		FIGURE
Sheet	1	of	3
			1

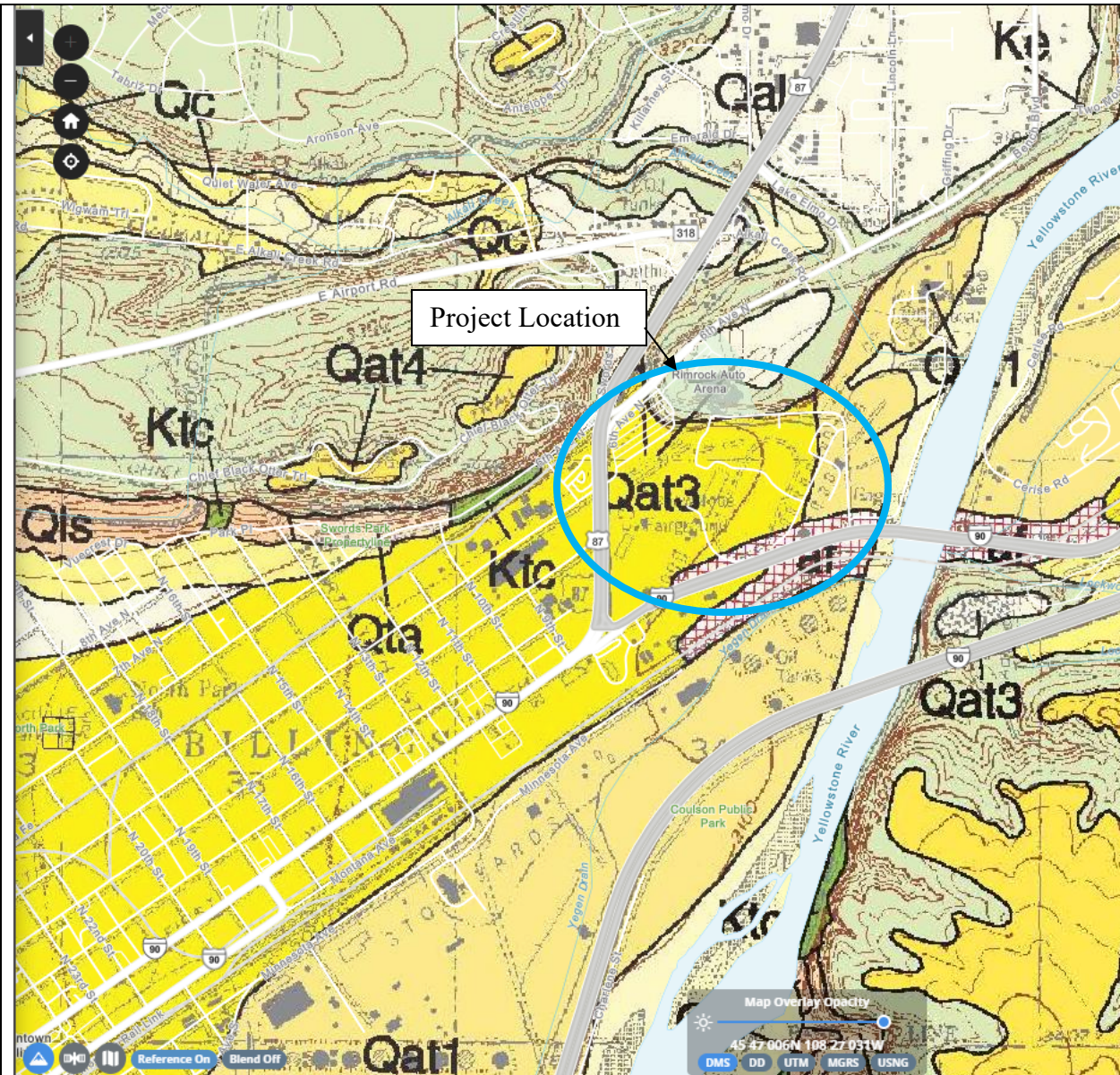




**BORING LOCATION SKETCH**  
**Metra Park Improvements**  
**Billings, Montana**

Drawn by:	SKGeo/Google Earth	Date	1/10/2024
Project:	23-4360G		
Scale:	On image		FIGURE
Sheet	2	of	3
			2





- Artificial fill**—Compacted and uncompacted fill along roads and highways; locally covers bedrock contacts. At Billings Landfill (sections 29 and 30, T. 1 S., R. 26 E.), artificial fill constantly increasing at expense of shale bedrock and colluvium, which are strip mined and used for fill over refuse
- Qat1** Alluvial terrace gravel 1 (Holocene and Pleistocene)—Gravel underlying terraces about 10 to 20 feet above present elevation of Yellowstone River. Mostly cobbles and pebbles with minor amounts of sand and silt. Clasts predominantly granitic igneous rocks, granitic gneiss, schist, and quartzite, with much less limestone and sandstones. Twenty to 40 feet thick (Gosling and Pashley, 1973)
- Qat2** Alluvial terrace gravel 2 (Pleistocene)—Gravel underlying terraces about 20 to 40 feet above present elevation of Yellowstone River. Mostly cobbles and pebbles with minor amounts of sand and silt. Clasts predominantly granitic igneous rocks, granitic gneiss, schist, and quartzite, with much less limestone and sandstones. Forty to 60 feet thick (Gosling and Pashley, 1973)
- Qat3** Alluvial terrace gravel 3 (Pleistocene)—Gravel underlying terraces about 50 to 90 feet above present elevation of Yellowstone River. Mostly cobbles and pebbles with minor amounts of sand and silt. Clasts predominantly granitic igneous rocks, granitic gneiss, schist, and quartzite, with much less limestone and sandstones. This deposit grades from about 20 to 30 feet of clean gravel at its southern edge to about five feet at its northern limit (Gosling and Pashley, 1973), where overlain by colluvial and alluvial fan deposits of silty clay
- Qat4** Alluvial terrace gravel 4 (Pleistocene)—Gravel underlying terraces about 200 to 300 feet above present elevation of Yellowstone River and Pryor Creek. These terraces exhibit a relatively steep gradient toward the Yellowstone River Valley or Pryor Creek. Cobble- and pebble-size clasts are mainly granite, granitic gneiss, schist, quartzite, and volcanic rocks. Thickness up to about 20 feet
- Ke** Eagle Sandstone (Upper Cretaceous)—Light-brownish-gray (5YR6/1) to very-pale-orange (10YR8/2), very-fine to fine-grained, cross-bedded sandstone, burrowed to bioturbated in part. Locally contains calcareous, light-brown (5YR6/4) sandstone concretions up to 15 feet in diameter. Three to four sandstone intervals 10 to 50 feet thick can be present with intervening sandy shale intervals as thick as 50 feet. In area southeast of Pictograph Caves State Park, a well-developed upper sandstone pinches out to north; inter-tonguing relationship of this sandstone with Claggett Shale shown in section 8, T. 1 S., R. 27 E. Farther north this upper sandstone continues as sandy shale zone in Claggett. Upper contact placed at change from sandstone to shales of Claggett Shale. Thickness from 250 to 350 feet



**PARTIAL GEOLOGIC MAP SKETCH**  
**Metra Park Improvements**  
**Billings, Montana**

Drawn by:	SKGeo/NGDMB	Date	1/10/2024
Project:	23-4360G	FIGURE 3	
Scale:	On image		
Sheet	3 of 3		



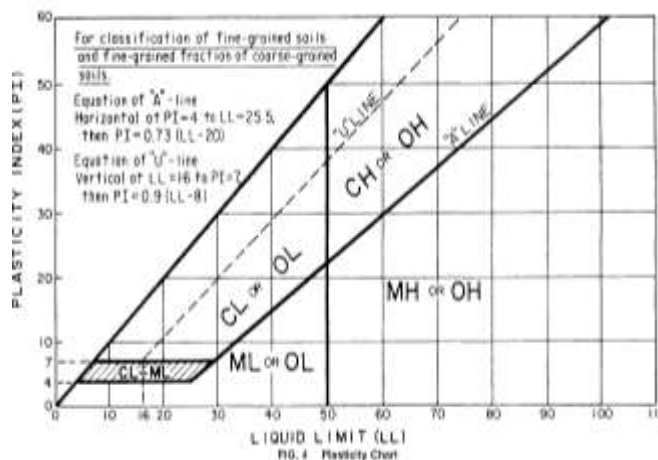


## Standard D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification	
				Group Symbol	Group Name <sup>B</sup>
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines <sup>C</sup>	$C_U \geq 4$ and $1 \leq C_C \leq 3$ <sup>E</sup>	GW	Well graded gravel <sup>F</sup>
			$C_U < 4$ and/or $1 > C_C > 3$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>
	Gravels with Fines More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GM	Silty gravel <sup>F, G, H</sup>	
		Fines classify as CL or CH	GC	Clayey gravel <sup>F, G, H</sup>	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines <sup>D</sup>	$C_U \geq 6$ and $1 \leq C_C \leq 3$ <sup>E</sup>	SW	Well graded sand <sup>I</sup>
			$C_U < 6$ and/or $1 > C_C > 3$ <sup>E</sup>	SP	Poorly graded sand <sup>I</sup>
		Sands with Fines More than 12% fines <sup>D</sup>	Fines classify as ML or MH	SM	Silty sand <sup>G, H, I</sup>
			Fines classify as CL or CH	SC	Clayey sand <sup>G, H, I</sup>
Fine-Grained Soils 50% or more passes the No. 200 sieve	Sils and Clays Liquid Limit less than 50	Inorganic	PI $> 7$ and plots on or above "A" line <sup>J</sup>	CL	Lean clay <sup>K, L, M</sup>
			PI $< 4$ or plots below "A" line <sup>J</sup>	ML	Silt <sup>K, L, M</sup>
		Organic	Liquid limit – oven dried $< 0.75$	OL	Organic clay <sup>K, L, M, N</sup>
			Liquid limit – not dried		Organic silt <sup>K, L, M, O</sup>
	Sils and Clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line	CH	Fat clay <sup>K, L, M</sup>
			PI plots below "A" line	MH	Elastic silt <sup>K, L, M</sup>
		Organic	Liquid limit – oven dried $< 0.75$	OH	Organic clay <sup>K, L, M, P</sup>
			Liquid limit – not dried		Organic silt <sup>K, L, M, Q</sup>
Highly Organic Soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

- <sup>A</sup> Based on the material passing the 3" (75 mm) sieve.  
<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.  
<sup>C</sup> Gravels with 5 to 12% fines require dual symbols  
 GW-GM well-graded gravel with silt  
 GW-GC well-graded gravel with clay  
 GP-GM poorly graded gravel with silt  
 GP-GC poorly graded gravel with clay  
<sup>D</sup> Sands with 5 to 12% fines require dual symbols.  
 SW-SC well-graded sand with clay  
 SP-SM poorly graded sand with silt  
 SP-SC poorly graded sand with clay  
<sup>E</sup>  $C_U = D_{60} / D_{10}$   
 $C_C = (D_{30})^2 / (D_{10} \times D_{60})$   
<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.  
<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.

- <sup>H</sup> If fines are organic, add "with organic fines" to group name.  
<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.  
<sup>J</sup> If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.  
<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel", whichever is predominant.  
<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.  
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly gravel, add "gravelly" to group name.  
<sup>N</sup> PI  $\geq 4$  and plots on or above "A" line.  
<sup>O</sup> PI  $< 4$  or plots below "A" line.  
<sup>P</sup> PI plots on or above "A" line.  
<sup>Q</sup> PI plots below "A" line.



### Laboratory Tests

DD	Dry density, pcf	WD	Wet density, pcf	OC	Organic content, %
LL	Liquid limit	PL	Plastic limit	PI	Plasticity index
P <sub>200</sub>	% passing 200 sieve	MC	Natural moisture content, %		
MDD	Maximum dry density (Proctor), pcf	OMC	Optimum moisture content (Proctor), %		
qu	Unconfined compressive strength, psf	UCS	Unconfined compressive strength, psi		
qp	Pocket penetrometer strength, tsf				

### Particle Size Identification

Boulders ..... over 12"  
 Cobbles ..... 3" to 12"  
 Gravel  
 coarse ..... 3/4" to 3"  
 fine ..... No. 4 to 3/4"  
 Sand  
 coarse ..... No. 4 to No. 10  
 medium ..... No. 10 to No. 40  
 fine ..... No. 40 to No. 200  
 Silt ..... No. 200 to .005 mm  
 Clay ..... less than .005 mm

### Relative Density of Cohesionless Soils

very loose ..... 0 to 4 BPF  
 loose ..... 5 to 10 BPF  
 medium dense ..... 11 to 30 BPF  
 dense ..... 31 to 50 BPF  
 very dense ..... over 50 BPF

### Consistency of Cohesive Soils

very soft ..... 0 to 1 BPF  
 soft ..... 2 to 3 BPF  
 rather soft ..... 4 to 5 BPF  
 medium ..... 6 to 8 BPF  
 rather stiff ..... 9 to 12 BPF  
 stiff ..... 13 to 16 BPF  
 very stiff ..... 17 to 30 BPF  
 hard ..... over 30 BPF

### Moisture Content (MC) Description

rather dry ..... MC less than 5%, absence of moisture, dusty  
 moist ..... MC below optimum, but no visible water  
 wet ..... Soil is over optimum MC  
 waterbearing ..... Granular, cohesionless or low plasticity soil with free water, typically near or below groundwater table  
 very wet ..... Cohesive soil well over OMC, typically near or below groundwater table

### Drilling Notes

Standard penetration test borings were advanced by 3/4" or 4/4" ID hollow-stem augers, unless noted otherwise. Standard penetration test borings are designated by the prefix "ST" (split tube). Hand auger borings were advanced manually with a 2 to 3" diameter auger to the depths indicated. Hand auger borings are indicated by the prefix "HA."

**Sampling.** All samples were taken with the standard 2" OD split-tube sampler, except where noted. TW indicates thin-walled tube sample. CS indicates California tube sample. BS indicates bulk sample.

**BPF.** Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6" into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6" increments and added to get BPF. Where they differed significantly, they were separated by backslash (/). In very dense/hard strata, the depth driven in 50 blows is indicated.

**WH.** WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

**Note.** All tests were run in general accordance with applicable ASTM standards.



2511 Holman Avenue  
P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

# LOG OF BORING






<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-22</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/22/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3105.8	0.0						
		[Symbol: Dashed pattern]	<b>FILL:</b> Silty Clayey Sand, slightly plastic, fine- to coarse-grained, few organics, trace salts, olive brown, moist, loose.	9	12.1		LL=23, PL=17, PI=6, P <sub>200</sub> =40.9%
				5/10	9.2		Mulch like appearance
				8	18.9		6.7% organics
3100.3	5.5		<b>END OF BORING</b>  Groundwater not encountered.  Water not observed to dry cave-in depth of 1.8' immediately after withdrawal of auger.  Boring then backfilled.				

BORING BPF WL-MC OF ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



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P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana				<b>BORING:</b> <b>ST-23</b> <b>LOCATION:</b> See Attached Sketch			
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/22/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3106.1	0.0						
3105.8	0.3		Asphalt: (3")				
			Base Course: Silty Gravel with Sand.				
3104.1	2.0		FILL: Sandy Lean Clay, low plasticity, gray, moist, medium to rather stiff.	34	5.8		
				9	13.0	4	LL=31, PL=15, PI=16, P <sub>200</sub> =62.2%
3100.6	5.5			8	18.5	2	
			END OF BORING				
			Groundwater not encountered				
			Water not observed to dry cave-in depth of 1.3' immediately after withdrawal of auger.				
			Boring then backfilled.				

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Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-24</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/22/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3103.6	0.0		FILL: Silty Clayey Sand, slightly plastic, fine- to coarse-grained, trace gravel and wood, olive brown, moist, loose to medium dense.	3/9	20.6		
				13	9.0		
3099.6	4.0						
		CL	SANDY LEAN CLAY, low plasticity, olive brown, moist, rather soft. (Alluvium)	4	22.8		
3098.1	5.5		END OF BORING				
			Groundwater not encountered				
			Boring then backfilled.				

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P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-25</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3105.5	0.0						
3105.3	0.2		Asphalt: (2 3/4")				
			Base Course: Silty Gravel with Sand, fine- to coarse-grained, brown, moist. medium dense.	16	4.3		
3103.5	2.0		FILL: Silty Sand, fine- to coarse-grained, few organics, trace gravel, dark gray to black, moist, loose.	8	35.9		Mulch like appearance
3101.5	4.0						
3100.0	5.5	SC	SILTY CLAYEY SAND, slightly plastic, fine- to medium-grained, olive brown, moist, very loose. (Alluvium)	4	14.2		
			END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 1.3' immediately after withdrawal of auger.				
			Boring then backfilled.				

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P. O. Box 80190  
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Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-26</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3107.1	0.0						
3106.7	0.4		Asphalt: (4 3/4")				
3106.2	0.9		Base Course: Silty Sand with Gravel				
			Subbase Course: Clayey Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	13	4.5		
3105.1	2.0		FILL: Lean Clay with Sand, low to medium plasticity, brown, moist, rather stiff.	9	15.1		LL=33, PL=17, PI=16, P <sub>200</sub> =74.0%
				10	17.1		
3101.6	5.5		END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 1.8' immediately after withdrawal of auger.				
			Boring then backfilled.				

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Billings, MT 59108-0190  
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Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-27</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3105.1	0.0		FILL: Lean Clay with Sand, medium plasticity, brown, moist, rather stiff to medium.	11	12.4		LL=41, PL=19, PI=22, P <sub>200</sub> =80.8%
3101.1	4.0		LEAN CLAY with SAND, medium plasticity, some salts, brown, moist, rather soft. (Alluvium)	7	16.8	4	
3099.6	5.5	CL	END OF BORING	4	29.1	1	
Groundwater not encountered.  Water not observed to dry cave-in depth of 7.0' immediately after withdrawal of auger.  Boring then backfilled.							

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Billings, MT 59108-0190  
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Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING: ST-28</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3101.8	0.0						
		[Symbol: Dashed pattern]	FILL: Clayey Sand with Gravel, slightly plastic, fine- to coarse-grained, trace salts, brown, moist, medium dense.	15	8.9		
				15	17.7	4½	
3098.3	3.5		FILL: Poorly Graded Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.				
3096.3	5.5			26	4.5		
			END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 1.8' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC OF ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24





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Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-29</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/22/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3098.6	0.0						
			FILL: Silty Sand, slightly plastic, fine- to coarse-grained, trace gravel, lenses of clay, olive brown, moist, loose to very loose.	9	8.3		
				4	9.1		
3094.6	4.0						
		SC SM	SILTY CLAYEY SAND, slightly plastic, fine- to medium-grained, gray to olive brown mottled rust, moist, very loose. (Alluvium)	3	26.4		
3093.1	5.5		END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 2.9' immediately after withdrawal of auger.				
			Boring then backfilled.				

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Billings, MT 59108-0190  
Phone: 406.652.3930  
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# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-30</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/20/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3103.7	0.0						
			FILL: Lean Clay, low to medium plasticity, some sand, brown, moist, stiff.	13	10.7	4+	
				11	19.6	2 3/4	LL=34, PI=16, PI=18, P <sub>200</sub> =88.1%
3099.7	4.0						
		CL	LEAN CLAY with SAND, low plasticity, olive brown, moist to wet, rather soft. (Alluvium)	4	17.7	2 1/4	
					29.3		
3096.7	7.0						
			CLAYEY GRAVEL with SAND, fine- to coarse-grained, olive brown, wet to waterbearing, medium dense to dense. (Alluvium)	19	23.2	1 1/4	
		GC		22	7.3		
				31	7.5		
3088.2	15.5			23	10.8		
			END OF BORING				
			Water observed at a depth of 8.1' with 9' of hollow-stem auger in the ground.				
			Water observed at a depth of 8.7' with 14' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 7.6' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



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P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana				<b>BORING:</b> <b>ST-31</b> <b>LOCATION:</b> See Attached Sketch			
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3103.4	0.0		FILL: Silty Sand with Gravel, fine- to coarse-grained, olive brown, moist, medium dense to loose.	28	7.2		
3100.9	2.5		FILL: Lean Clay, medium plasticity, few sand, trace salts, gray, moist to waterbearing, medium to stiff.	7	19.1	2	LL=46, PL=19, PI=27, P <sub>200</sub> =93.3%
				7	23.5		
				7	23.8		
3094.9	8.5			15	26.4		
		SC	CLAYEY SAND with layers of Sandy Lean Clay, slightly plastic, fine- to coarse-grained, trace organics, dark gray, waterbearing, very loose to loose. (Alluvium)	1/4	36.9	0	
3091.9	11.5			27	8.0		
		GC	CLAYEY GRAVEL with SAND, fine- to coarse-grained, gray, waterbearing, medium dense to dense. (Alluvium)	46	6.0		
3087.9	15.5		END OF BORING				
Water observed at a depth of 8.5' with 11.5 of hollow-stem auger in the ground.  Water observed at a depth of 7.4' with 14.0' of hollow-stem auger in the ground.  Water not observed to wet cave-in depth of 10.3' immediately after withdrawal of auger.  Boring then backfilled.							

BORING BPF WL-MC OF ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



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# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana				<b>BORING:</b> <b>ST-32</b> <b>LOCATION:</b> See Attached Sketch			
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3098.7	0.0		FILL: Poorly Graded Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	14	10.7		1.9% Organics
3096.7	2.0		FILL: Silty Sand, trace gravel, fine- to coarse-grained, trace wood, olive brown, moist, medium dense to loose.	14	12.8		
				6	14.5		
				11.4			
3091.2	7.5		SILTY GRAVEL with SAND and COBBLES, fine- to coarse-grained, trace Boulders, olive brown, moist to waterbearing, medium dense to very dense. (Alluvium)	4/12	22.1		
				53	2.2		
		GM			▽		
				43	7.1		
3083.2	15.5		END OF BORING	34	7.5		
			Water observed at a depth of 11.3' with 11.5' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 5.7' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



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# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-33</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3102.5	0.0		FILL: Silty Clayey Sand, slightly plastic, fine- to coarse-grained, some gravel, brown, moist, medium dense to dense.	22			LL=25, PL=18, PI=7, P <sub>200</sub> =46.9%
				31		10.4	
3098.5	4.0		FILL: Silty Gravel with Sand, fine- to coarse-grained, some metal pieces, dark brown, moist, loose.	6/3		4.1	
3096.0	6.5		SILTY GRAVEL with SAND and COBBLES, fine- to coarse-grained, trace boulders, dark brown, moist, very dense. (Alluvium)	29/50-5"		3.8	
3092.8	9.7	GM	END OF BORING - Auger Refusal  Groundwater not encountered.  Water not observed to dry cave-in depth of 5.3' immediately after withdrawal of auger.  Boring then backfilled.	50-2"		1.1	

BORING BPF WL-MC OF ELEV ~ 4360.GPJ LAGNN06.GDT 1/15/24



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# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana				<b>BORING:</b> <b>ST-34P</b> <b>LOCATION:</b> See Attached Sketch			
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/20/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3099.7	0.0		FILL: Silty Clayey Sand, fine- to medium-grained, trace gravel, olive brown, moist to wet, loose.				
				7	11.2		
				5	12.7		
					17.6		
				10	21.0		
3093.7	6.0		SILTY GRAVEL with SAND and COBBLES, fine- to coarse-grained, trace Boulders, brown, moist to waterbearing, medium dense to very dense. (Alluvium)	66	1.9		
				52	▽ 4.6		
		GM		29	8.2		
3084.2	15.5		END OF BORING	44	7.5		
Water observed at a depth of 10.2' with 14' of hollow-stem auger in the ground.  Boring completed as a piezometer.  Backfilled with sand to 3', bentonite to 2', cuttings to 1', concrete and manhole to ground surface.							

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



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Fax: 406.652.3944

# LOG OF BORING

PROJECT: 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana				BORING: <b>ST-35</b> LOCATION: See Attached Sketch			
DRILLED BY: E. Hollibaugh		METHOD: CME 75HT, Automatic		DATE: 11/20/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3114.0	0.0						
3113.7	0.3		Asphalt: (3")				
3113.2	0.8		Base Course: Poorly Graded Gravel				
			FILL: Poorly Graded Gravel with Sand, fine- to coarse-grained, some concrete, brown, moist, medium dense.	14/6	4.4		Possible recycled concrete mixed with Fill.
3112.0	2.0		FILL: Silty Sand with Gravel, fine- to coarse-grained, some concrete, trace cobbles, olive brown, moist, medium dense to dense.	8/4	9.7		P <sub>200</sub> =18.5%
				44	8.9		Metal piece in split-spoon sampler
3108.0	6.0		SILTY SAND with GRAVEL, fine- to coarse-grained, some lenses of Clayey Sand, olive brown, moist, very loose to loose. (Alluvium)	4	19.8		P <sub>200</sub> =20.8%
		SM		4	23.6		
				10	11.1		
3100.5	13.5		FAT CLAY with SAND and trace gravel, high plasticity, olive brown, moist, rather soft. (Decomposed Shale)	5	20.4	¾	
3098.5	15.5	CH					
			END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 6.6' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



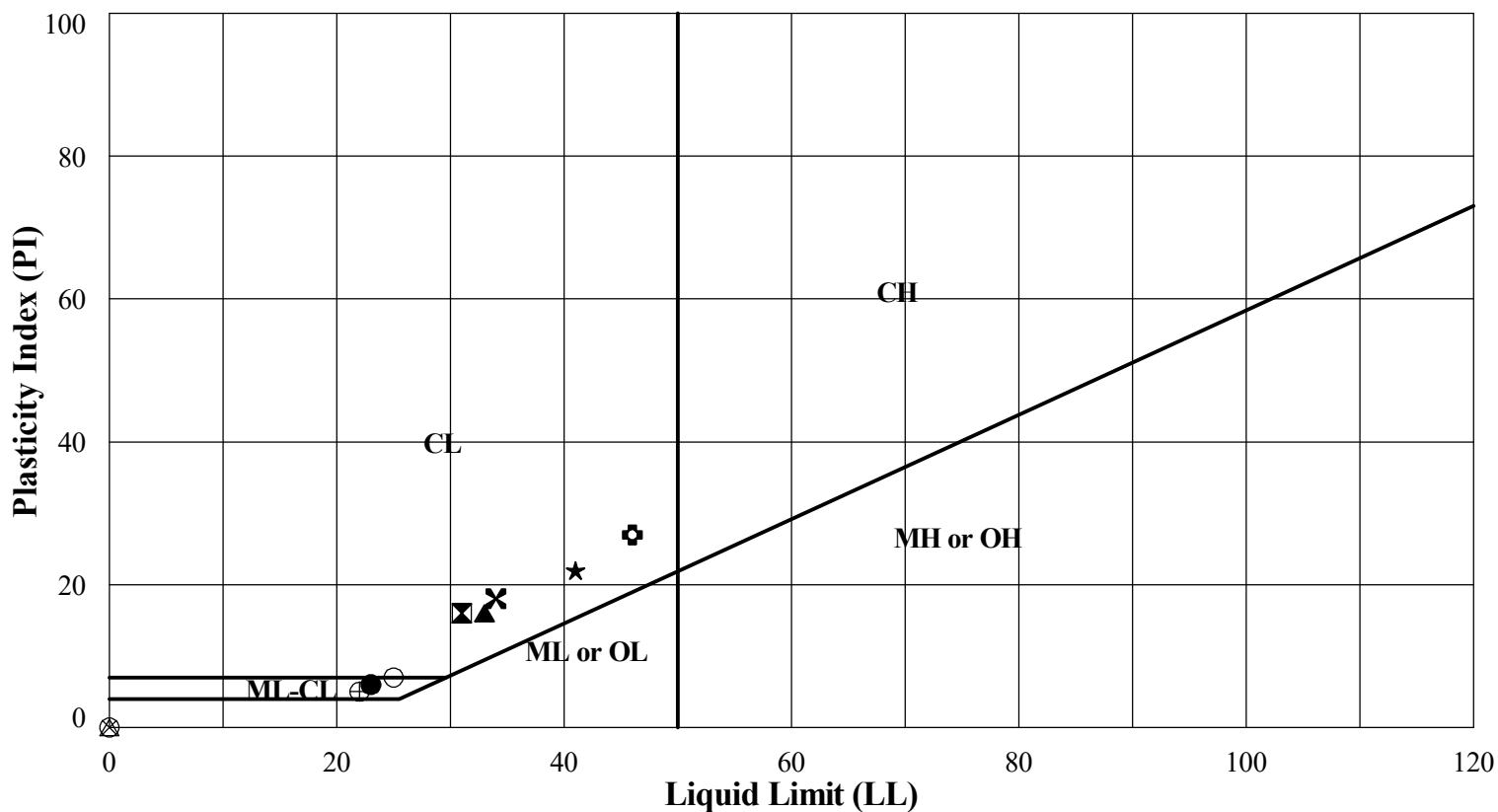
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# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana				<b>BORING:</b> <b>ST-36</b> <b>LOCATION:</b> See Attached Sketch			
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/20/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3107.5	0.0						
3107.2	0.3		Asphalt: (3¼")				
3106.7	0.8		Base Course: Poorly Graded Gravel				
			FILL Silty Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	17	6.5		
3105.5	2.0		FILL: Silty Gravel with Sand, fine- to coarse-grained, dark olive brown, moist, medium dense.	24	7.0		
3103.5	4.0		SILTY CLAYEY SAND with GRAVEL, slightly plastic, fine- to coarse-grained, olive brown, moist, medium dense. (Alluvium)	11	14.6		
		SC SM		11	11.5	1¼	LL=22, PL=17, PI=5, P <sub>200</sub> =39.4%
				4	14.0		
3096.5	11.0		SANDY LEAN CLAY, low plasticity, some lenses of Clayey Sand, gray, moist to wet, soft. (Alluvium)	2/1	25.6		
		CL					
3092.0	15.5		END OF BORING	1/2	14.4		
			Water observed at a depth of 14.7 with 14.0' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 10.2' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC OF ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24





Legend	Boring	Sample No.	Depth	LL	PL	PI	P 200, %	MC	Classification
●	ST-22	Jar #64	1½'-3'	23	17	6	40.9	9.2%	SC-SM
⊠	ST-23	Jar #61	2'-3½'	31	15	16	62.2	13.0%	CL
▲	ST-26	Jar #55	2'-3½'	33	17	16	74.0	15.1%	CL
★	ST-27	Jar #52	1½'-3'	41	19	22	80.8	16.8%	CL
✕	ST-30	Jar #23	1½'-3'	34	16	18	88.1	19.6%	CL
⊕	ST-31	TW	3'-4'	46	19	27	93.3	23.5%	CL
○	ST-33	Jar #37	1½'-3'	25	18	7	46.9	10.4%	SC-SM
△	ST-35	Jar #9	2'-3½'	NP	NP	NP	18.5	9.7%	SM
⊗	ST-35	Jar #11	6½'-8'	NP	NP	NP	20.8	19.8%	SM
⊕	ST-36	Jar #17	4'-5½'	22	17	5	39.4	14.6%	SC-SM



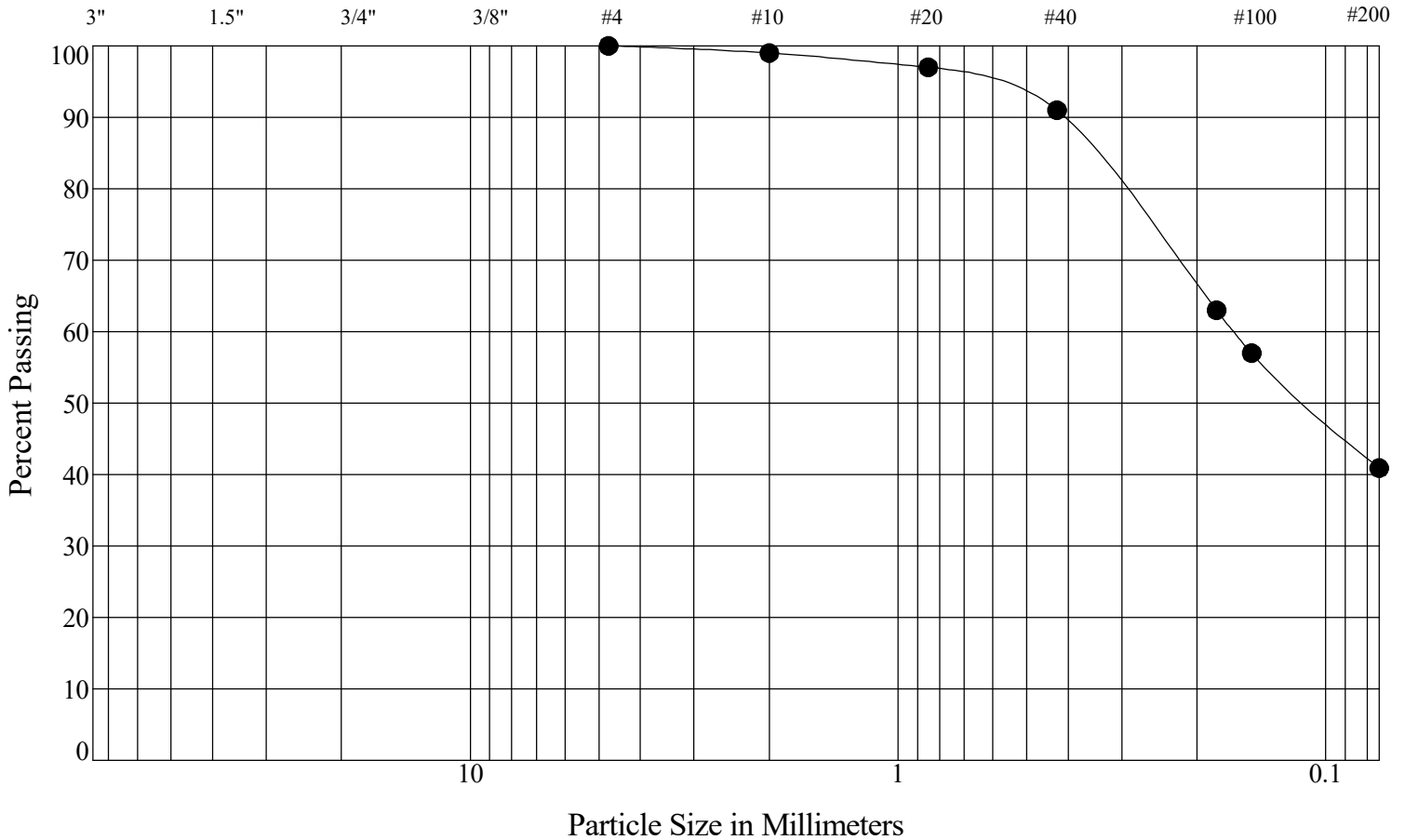
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## Atterberg Limits Tests

Project Number: 23-4306G  
Metra Park Improvements  
Billings, Montana

12/15/23

# Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

## Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
				100	99	97	91	63	57	40.9

Sample: ST-22  
Sample No.: Jar #64  
Depth: 1 1/2'-3'

Date Received: 12/8/23

Liquid Limit: 23

Plastic Limit: 17

Plasticity Index: 6

Classification: SC-SM

Moisture Content: 9.2%

Percent Gravel: 0.0  
Percent Sand: 59.1  
Percent Silt + Clay: 40.9  
ASTM Group Name: SILTY, CLAYEY SAND



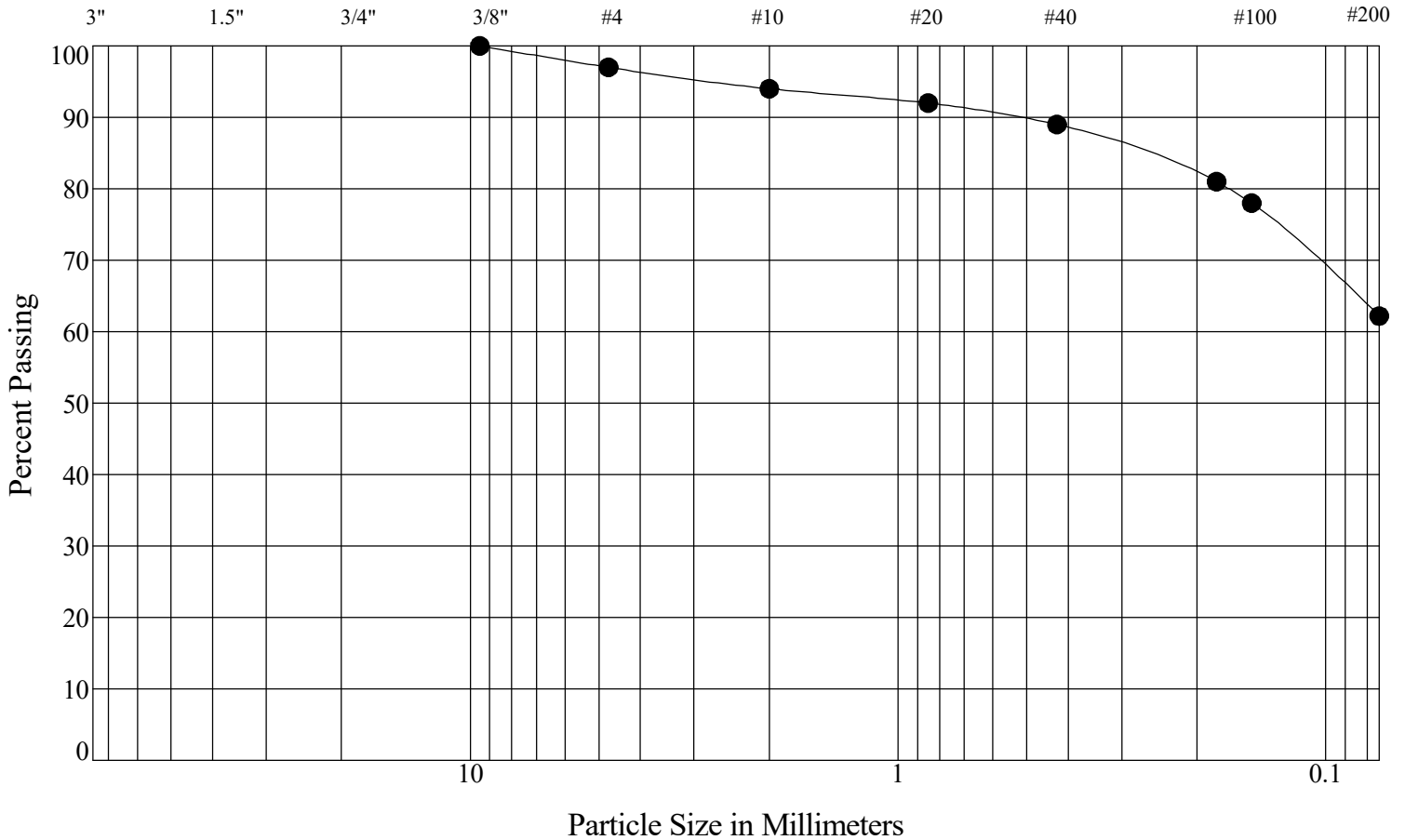
2511 Holman Avenue  
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## Sieve Analysis

Project Number: 23-4306G  
Metra Park Improvements  
Billings, Montana

12/15/23

# Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

## Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			100	97	94	92	89	81	78	62.2

Sample: ST-23  
Sample No.: Jar #61  
Depth: 2'-3 1/2'

Date Received: 12/8/23

Liquid Limit: 31

Plastic Limit: 15

Plasticity Index: 16

Classification: CL

Moisture Content: 13.0%

Percent Gravel: 3.0  
Percent Sand: 34.8  
Percent Silt + Clay: 62.2  
ASTM Group Name: SANDY LEAN CLAY



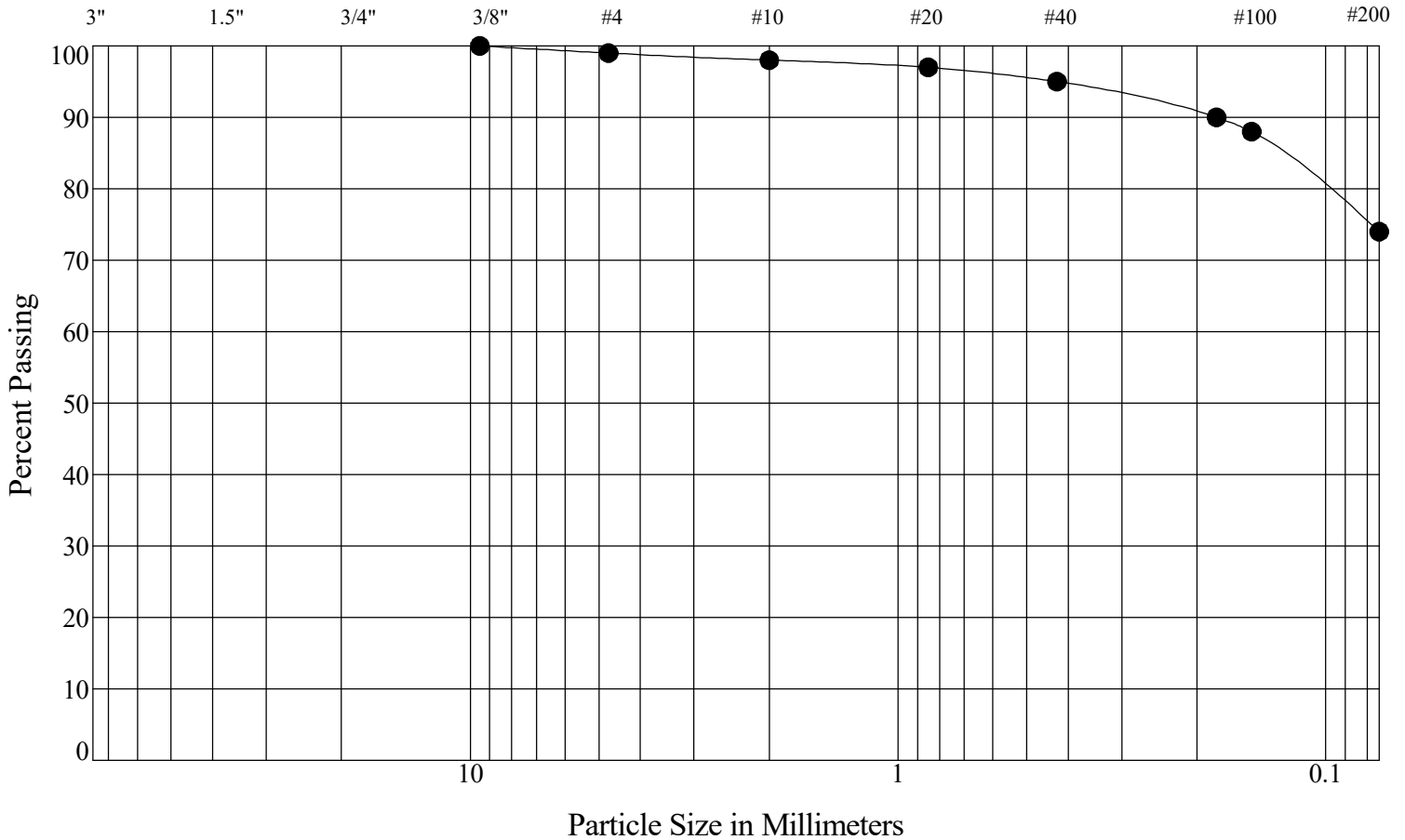
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## Sieve Analysis

Project Number: 23-4306G  
Metra Park Improvements  
Billings, Montana

12/15/23

# Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

## Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			100	99	98	97	95	90	88	74.0

Sample: ST-26  
Sample No.: Jar #55  
Depth: 2'-3 1/2'

Date Received: 12/8/23

Liquid Limit: 33

Plastic Limit: 17

Plasticity Index: 16

Classification: CL

Moisture Content: 15.1%

Percent Gravel: 1.0  
Percent Sand: 25.0  
Percent Silt + Clay: 74.0  
ASTM Group Name: LEAN CLAY with SAND

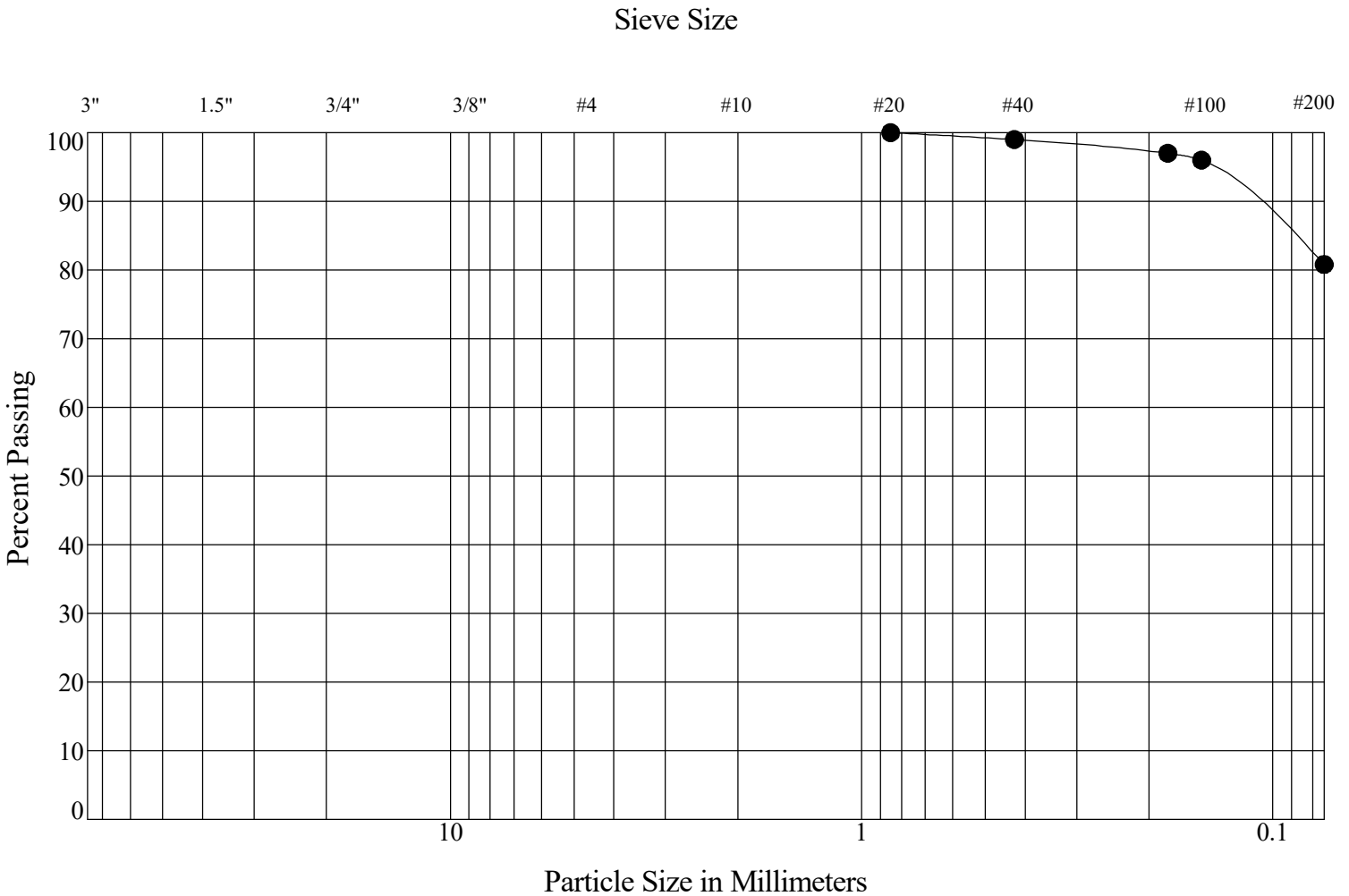


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Fax: 406.652.3944

## Sieve Analysis

Project Number: 23-4306G  
Metra Park Improvements  
Billings, Montana

12/15/23



Gravel		Sand		
coarse	fine	coarse	medium	fine

**Percent Passing U.S. Standard Sieve Size**

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
						100	99	97	96	80.8

Sample: ST-27  
Sample No.: Jar #52  
Depth: 1½'-3'

Date Received: 12/8/23

Liquid Limit: 41

Plastic Limit: 19

Plasticity Index: 22

Classification: CL

Moisture Content: 16.8%

Percent Gravel: 0.0  
Percent Sand: 19.2  
Percent Silt + Clay: 80.8  
ASTM Group Name: LEAN CLAY with SAND

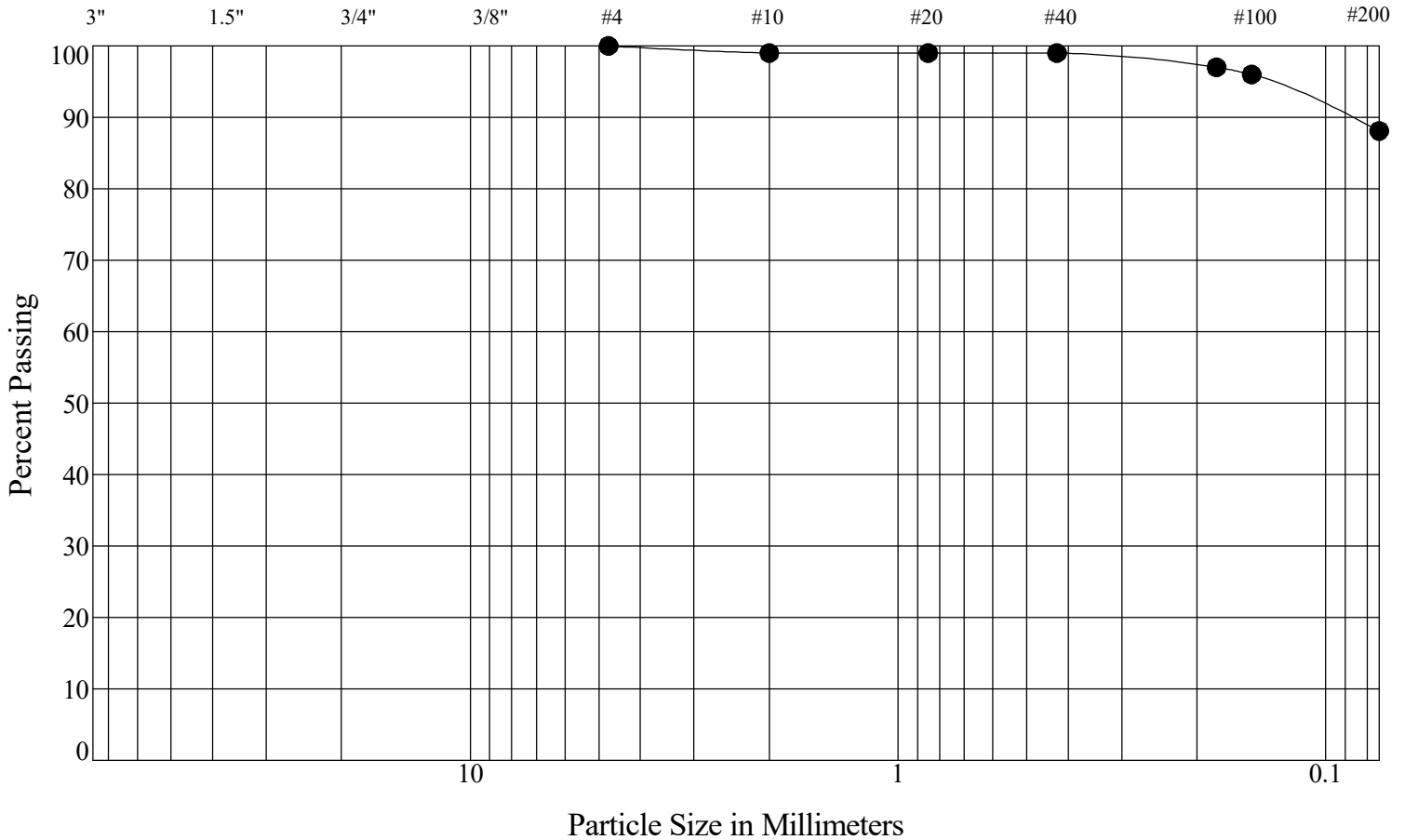


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**Sieve Analysis**  
Project Number: 23-4306G  
Metra Park Improvements  
Billings, Montana

12/15/23

# Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

## Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
				100	99	99	99	97	96	88.1

Sample: ST-30  
Sample No.: Jar #23  
Depth: 1 1/2'-3'

Date Received: 12/8/23

Liquid Limit: 34

Plastic Limit: 16

Plasticity Index: 18

Classification: CL

Moisture Content: 19.6%

Percent Gravel: 0.0  
Percent Sand: 11.9  
Percent Silt + Clay: 88.1  
ASTM Group Name: LEAN CLAY



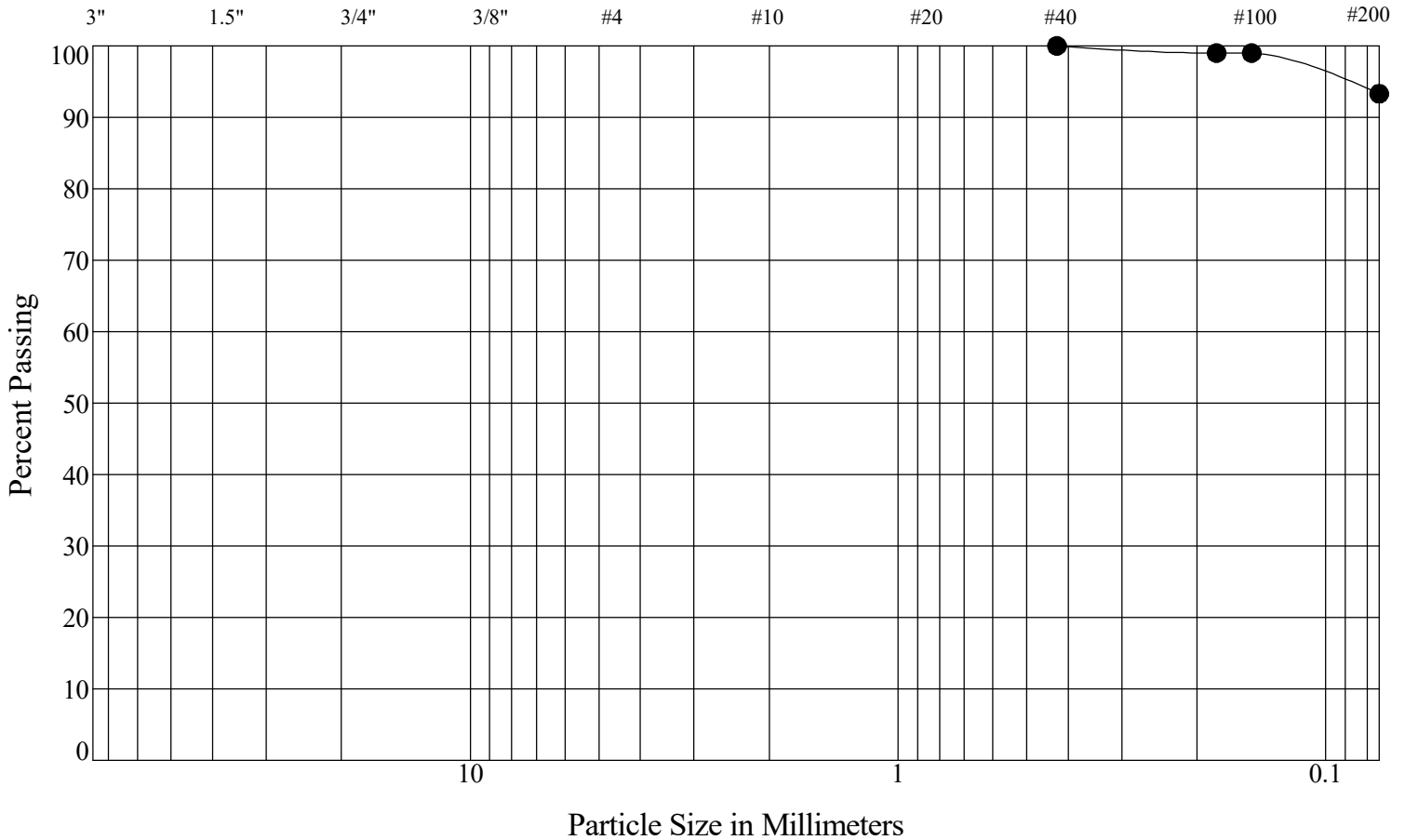
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## Sieve Analysis

Project Number: 23-4306G  
Metra Park Improvements  
Billings, Montana

12/15/23

## Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

### Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
							100	99	99	93.3

Sample: ST-31  
 Sample No.: TW  
 Depth: 3'-4'

Date Received: 12/8/23

Liquid Limit: 46

Plastic Limit: 19

Plasticity Index: 27

Classification: CL

Moisture Content: 23.5%

Percent Gravel: 0.0  
 Percent Sand: 6.7  
 Percent Silt + Clay: 93.3  
 ASTM Group Name: LEAN CLAY



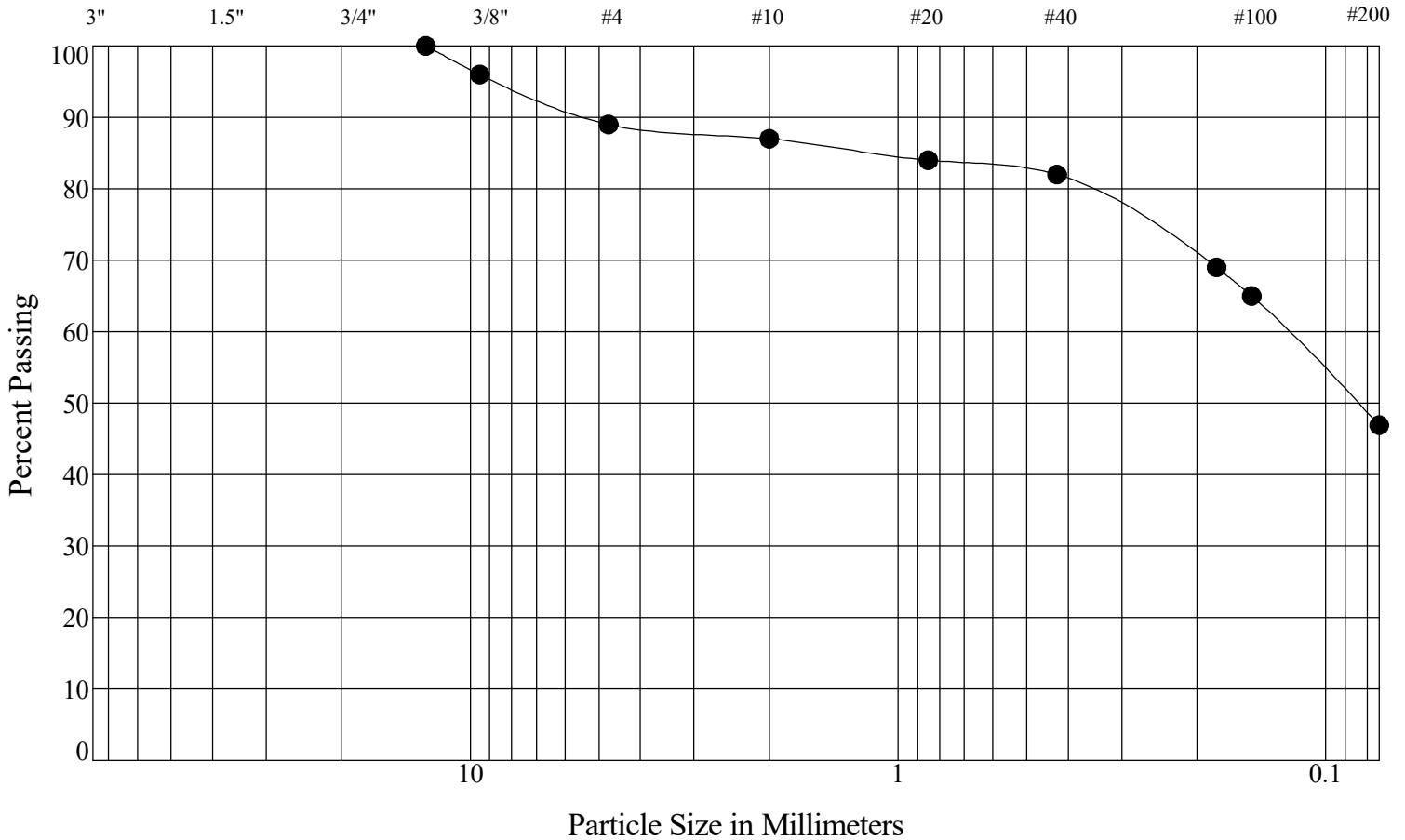
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## Sieve Analysis

Project Number: 23-4306G  
 Metra Park Improvements  
 Billings, Montana

12/15/23

## Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

### Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			96	89	87	84	82	69	65	46.9

Sample: ST-33  
 Sample No.: Jar #37  
 Depth: 1½'-3'

Date Received: 12/8/23

Liquid Limit: 25

Plastic Limit: 18

Plasticity Index: 7

Classification: SC-SM

Moisture Content: 10.4%

Percent Gravel: 11.0  
 Percent Sand: 42.1  
 Percent Silt + Clay: 46.9  
 ASTM Group Name: SILTY, CLAYEY SAND



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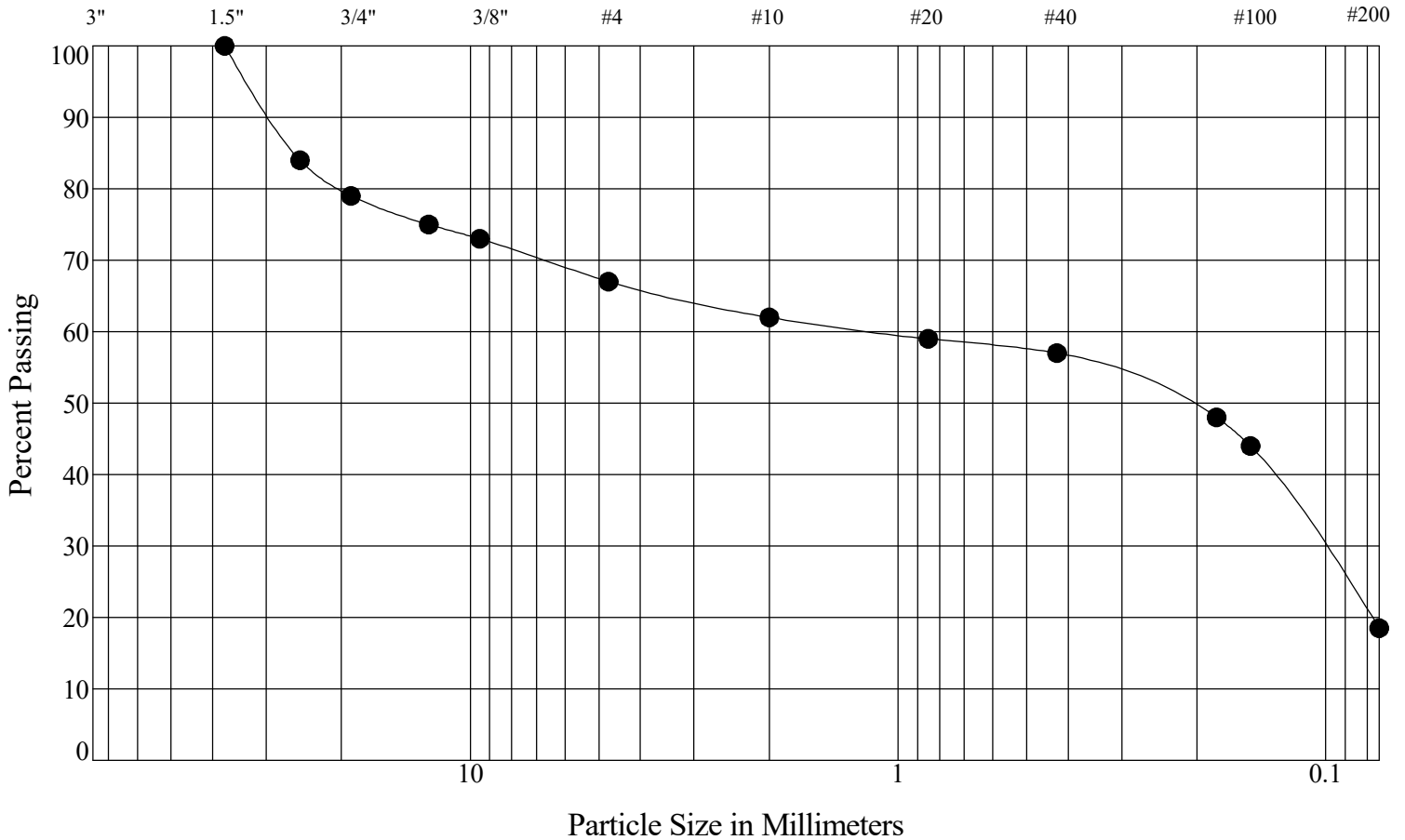
## Sieve Analysis

Project Number: 23-4306G  
 Metra Park Improvements  
 Billings, Montana

12/15/23



# Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

## Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
		79	73	67	62	59	57	48	44	18.5

Sample: ST-35  
Sample No.: Jar #9  
Depth: 2'-3 1/2'

Date Received: 12/8/23

Liquid Limit: NP

Plastic Limit: NP

Plasticity Index: NP

Classification: SM

Moisture Content: 9.7%

Percent Gravel: 33.0  
Percent Sand: 48.5  
Percent Silt + Clay: 18.5  
ASTM Group Name: SILTY SAND with GRAVEL



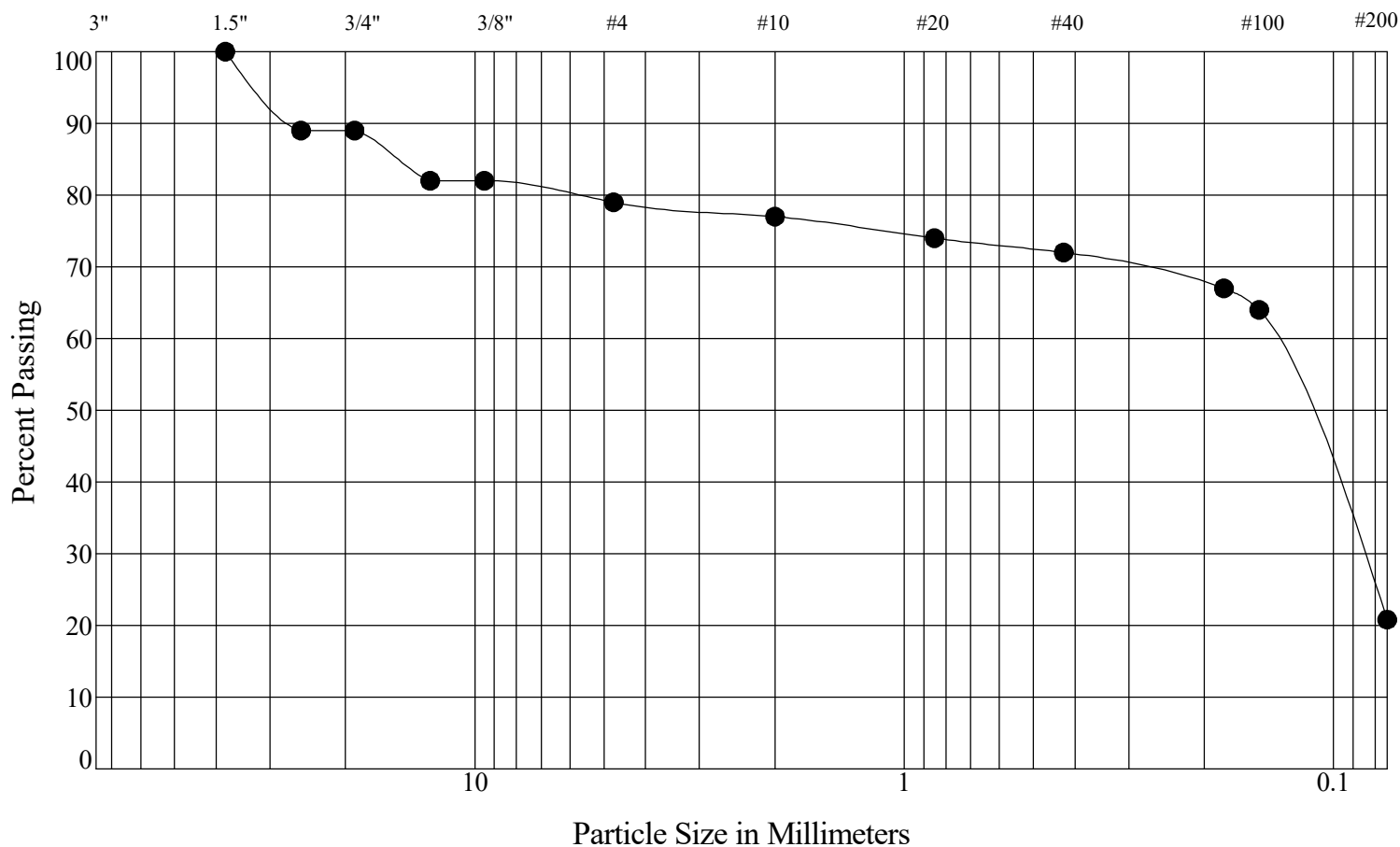
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## Sieve Analysis

Project Number: 23-4306G  
Metra Park Improvements  
Billings, Montana

12/15/23

## Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

### Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
100	89	82	79	77	74	72	67	64	64	20.8

Sample: ST-35  
Sample No.: Jar #11  
Depth: 6 1/2'-8'

Date Received: 12/8/23

Liquid Limit: NP

Plastic Limit: NP

Plasticity Index: NP

Classification: SM

Moisture Content: 19.8%

Percent Gravel: 21.0  
Percent Sand: 58.2  
Percent Silt + Clay: 20.8  
ASTM Group Name: SILTY SAND with GRAVEL



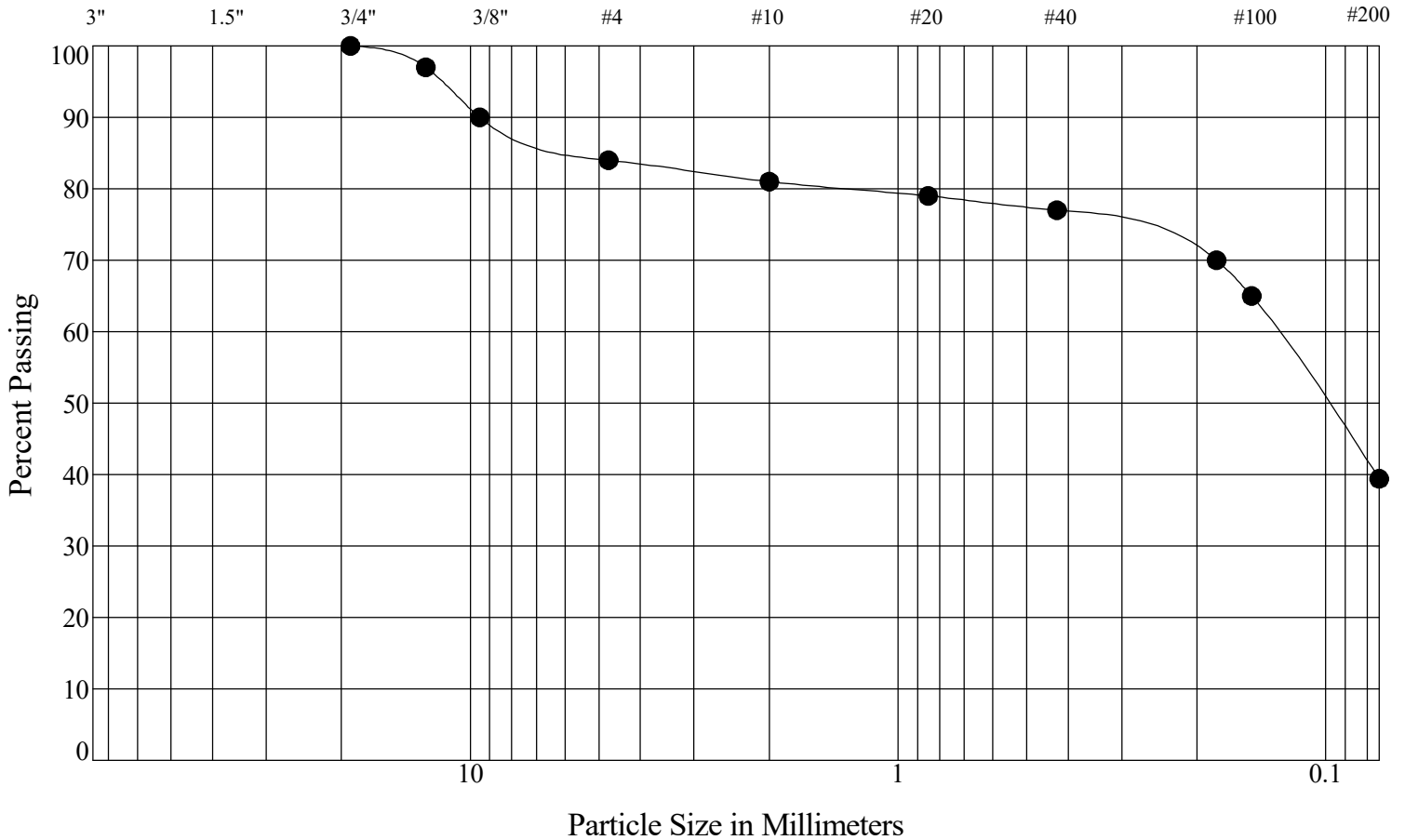
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## Sieve Analysis

Project Number: 23-4306G  
Metra Park Improvements  
Billings, Montana

12/15/23

## Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

### Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
		100	90	84	81	79	77	70	65	39.4

Sample: ST-36  
Sample No.: Jar #17  
Depth: 4'-5½'

Date Received: 12/8/23

Liquid Limit: 22

Plastic Limit: 17

Plasticity Index: 5

Classification: SC-SM

Moisture Content: 14.6%

Percent Gravel: 16.0  
Percent Sand: 44.6  
Percent Silt + Clay: 39.4  
ASTM Group Name: SILTY, CLAYEY SAND with GRAVEL



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## Corrosivity of Soil

ASTM G162/G187, AASHTO T 88

**Date:** January 15, 2024

**Project:** 23-4360G Geotechnical Evaluation  
Metra Park Improvements  
Billings, Montana

**Client:** Greg Reid  
WWC Engineering  
[greid@wwcengineering.com](mailto:greid@wwcengineering.com)

**Date sampled:** 11/20-11/21/23  
**Sampled by:** Drill Crew

**Date tested:** 12/12-12/13/23  
**Tested by:** ZN

Boring	Depth (feet)	Resistivity ( $\Omega \cdot \text{cm}$ ) Soil Box	Conductivity (m.mhos/cm) Calculated	pH	Marble pH	Sulfate (wt %)	Sulfide (mg/kg)	Oxid- Reduc (mV)
ST-35	9-10½	3750	0.267	8.11	8.06	0.0048	NT	NT
ST-30	0-1½	475	2.105	7.72	7.68	0.1730	NT	NT
ST-31	3-4	630	1.587	7.80	7.72	0.0644	NT	NT

**Remarks:** ND = non-detect  
NT = not tested  
Sulfate result is E300.0 water soluble method from Energy Labs.





**Arena Back Lot 1**





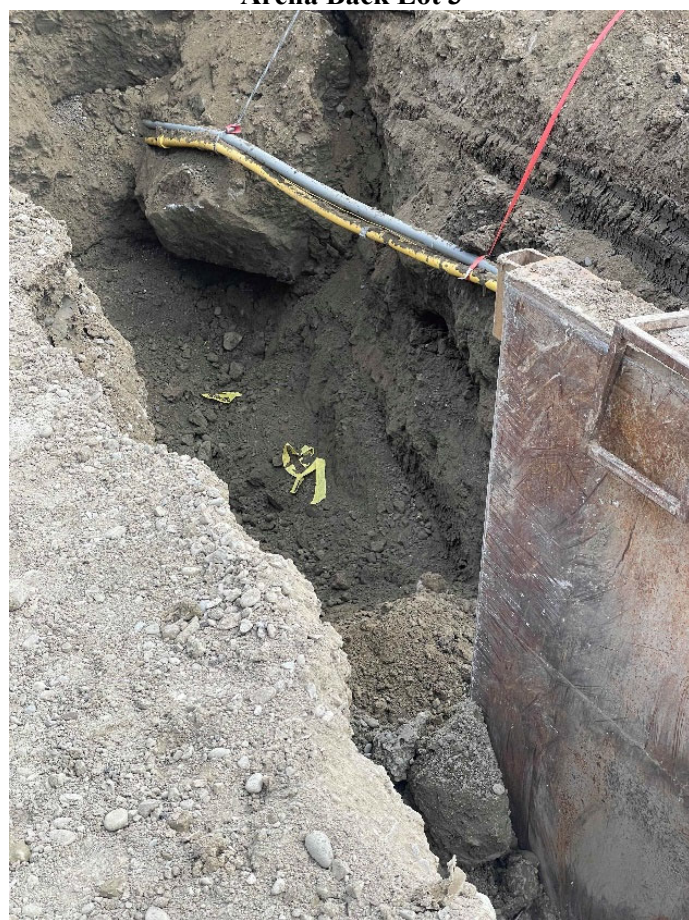
**Arena Back Lot 2**



**Arena Back Lot 3**



**Arena Back Lot 4**



**Arena Back Lot 5**





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April 24, 2024

Project 23-4360G

Mr. Greg Reid, PE  
WWC Engineering  
Via Email: [greid@wwc.com](mailto:greid@wwc.com)

Dear Mr. Reid:

Re: Addendum No. 1, Geotechnical Evaluation, Proposed East Half Metra Park Improvements,  
Billings, Montana

We have completed the additional geotechnical work you authorized on March 12, 2024 and are providing this addendum to our Geotechnical Evaluation report dated January 15, 2024. The purpose of the addendum is to provide additional utility recommendations for the proposed water and sewer line improvements in the Metra Park South Expo Lot.

## **Background**

SK Geotechnical performed the utility geotechnical evaluation for the proposed East Half of Metra Park Improvements project and the results are presented in a report dated January 15, 2024. The geotechnical evaluation was performed for WWC Engineering. Borings ST-22 through ST-36 were completed on the site. It was recently decided to extend the water and sewer line improvements into the South Expo Lot. SK Geotechnical was issued a Work Order to perform more borings on March 12, 2024. Additional Borings, ST-37 and ST-38, were performed along the proposed utility alignments in the Metra Park South Expo Lot.

## **Summary of Results**

Additional Borings, ST-37 and ST-38, were performed for the expanded water and sewer lines in Metra Park. Two borings from the original report, Borings ST-25 and ST-26, were within the expanded area, as well. These borings are shown on the attached boring location map. The borings encountered asphalt pavement varying from about 2 3/4 inches to 9 1/2 inches underlain by base course to depths ranging from about 0.9 feet to 2 feet. Boring ST-37 encountered recycled asphalt pavement mixed with base course beneath the pavement section to a depth of 1.1 feet. Fine-grained existing fill was encountered in all the borings to depths ranging from about 2 1/2 to 5 1/2 feet beneath the pavement section. Beneath the fill was alluvial fine-grained soils to depths ranging from about 9 feet to 11 1/2 feet. These fine-grained soils consisted of lean clay and sandy silty clay. Boring ST-25 encountered silty clayey sand to the borings termination depth of 5 1/2 feet. Boring ST-37 encountered alluvial gravels from about 9 feet to the boring's termination depth of 15 1/2 feet and Boring ST-38 encountered alluvial silty sand from about 11 1/2 feet to the boring's termination depth of 15 1/2 feet.

Penetration resistances recorded in the existing fill ranged from 5 to 10 blows per foot (BPF), indicating the clay fill was rather soft to rather stiff and the silty sand fill was loose. Penetration resistances recorded in the alluvial lean clay ranged from 3 to 5 BPF, indicating the clay soils were soft to rather soft. Penetration resistances recorded in the alluvial gravel ranged from 25 to 52 BPF, indicating the gravel was medium dense to very dense. Penetration resistances recorded in the alluvial silty sand ranged from 7 to 8 BPF, indicating the sand was loose.

Groundwater was encountered in Borings ST-37 and ST-38 at depths ranging from about 12 to 13 feet. Borings ST-25 and ST-26 were performed to 5 1/2 feet, indicating groundwater was below these depths. According to the Montana Groundwater Information Center, some existing wells in the Metra Park project area have static water levels ranging from 9 to 11 feet in depth.

## Laboratory Tests

The results of the laboratory tests are summarized on the Log of Boring sheets and are presented in the attachments of this addendum.

Moisture content profiles were performed on all the samples obtained from the borings. The moisture content of the fine-grained soils ranged from 13.1 to 35.9 percent and the moisture content in the alluvial sands and gravels ranged from 2.5 to 33.3 percent. The lower moisture content values in the gravels are likely from lost moisture during sampling and are not representative of the actual moisture content within the gravels. The moisture contents across the project were more than 5 percent indicating wet to very wet soils through the whole soil profile.

Classification testing was performed on selected samples from the borings at specific depths. The results are summarized in Table 1 below. The tests indicate the soils consist of primarily low to medium plasticity lean clay with sand, and sandy silty clay. American Society for Testing Materials (ASTM) symbols are CL and CL-ML.

**Table 1. Summary of Laboratory Tests.**

Boring	Depth (feet)	Atterberg Limits			P <sub>200</sub> (%)	ASTM Symbol
		LL	PL	PI		
ST-26	2 – 3 1/2	33	17	16	74.0	CL
ST-37	6 1/2 – 8	27	20	7	59.9	CL-ML
ST-38	6 1/2 – 8	43	14	29	93.9	CL

## Analysis and Recommendations

**Proposed Construction.** Yellowstone County is working to improve the Metra Park South Expo Lot by adding new water and sewer utility lines and improving pavement in numerous lots and driveways. The



new utility lines will be PVC pipe ranging from 6 to 12 inches in diameter. There will also be new pavement placed along the full width of the roadways with utility improvements. The pavement needs to match existing grade, but can be modified for depth of base course and asphalt pavement. If the information indicated is incorrect, we should be informed. Additional analysis and recommendations may be necessary.

**Utilities.** For new water and sewer lines in the Metra South Expo Lot, it is our opinion the geotechnical recommendations in the January 15, 2024. Geotechnical report can be followed. The same varying existing fill was encountered and Type 2 bedding will be needed across at least 50-60% of the project limits. For Type 2 bedding, 18-inches should be used and well-graded Type 1 and Type 2 material is recommended, but open-graded Type 1 and Type 2 can be used if wrapped in a fabric. Dewatering equipment should be on-site and available to lower groundwater in deeper trenches if groundwater is encountered. The actual method of dewatering will need to be determined by the contractor based on their available equipment and experience.

**Pavement.** For pavement sections, follow the recommendations provided in the geotechnical report dated January 15, 2024. The same pavement sections can be used for the South Expo Lot based on type of vehicles that are anticipated.

## General

Refer to our Geotechnical Evaluation report dated January 15, 2024 for detailed results of our previous fieldwork, engineering analyses, recommendations, and limitations.

We appreciate the opportunity to provide these services. If you have any questions regarding this addendum or require our services during the construction phased of this project, please contact Greg Staffileno at (406) 652-3930.

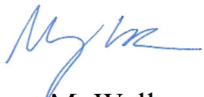
Sincerely,

## Professional Certification

I hereby certify that this report was prepared under my direct Supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Montana.



Gregory T. Staffileno, PE  
Principal Geotechnical Engineer  
License Number 10798PE



Jaye M. Wells  
Geologist

Attachments:

Boring Location Sketch

Descriptive Terminology

Log of Boring Sheets – ST-25, ST-26, ST-37, ST-38

Atterberg Limit Tests

Sieve Analysis (3)



**BORING LOCATION SKETCH**  
**Metra Park Improvements**  
**South Expo Lot**  
**Billings, Montana**

Drawn by:	SKGeo/Google Earth	Date	4/15/2024
Project:	23-4360G		
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Sheet	1	of	1
			1



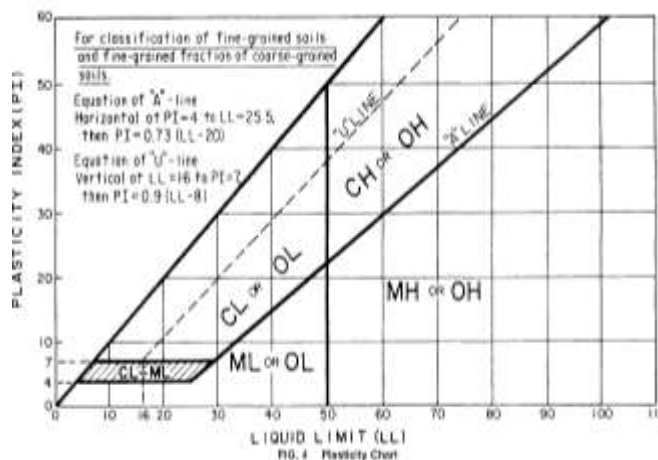


## Standard D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification	
				Group Symbol	Group Name <sup>B</sup>
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines <sup>C</sup>	$C_U \geq 4$ and $1 \leq C_C \leq 3$ <sup>E</sup>	GW	Well graded gravel <sup>F</sup>
			$C_U < 4$ and/or $1 > C_C > 3$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>
	Gravels with Fines More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GM	Silty gravel <sup>F, G, H</sup>	
		Fines classify as CL or CH	GC	Clayey gravel <sup>F, G, H</sup>	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines <sup>D</sup>	$C_U \geq 6$ and $1 \leq C_C \leq 3$ <sup>E</sup>	SW	Well graded sand <sup>I</sup>
			$C_U < 6$ and/or $1 > C_C > 3$ <sup>E</sup>	SP	Poorly graded sand <sup>I</sup>
		Sands with Fines More than 12% fines <sup>D</sup>	Fines classify as ML or MH	SM	Silty sand <sup>G, H, I</sup>
			Fines classify as CL or CH	SC	Clayey sand <sup>G, H, I</sup>
Fine-Grained Soils 50% or more passes the No. 200 sieve	Sils and Clays Liquid Limit less than 50	Inorganic	PI $> 7$ and plots on or above "A" line <sup>J</sup>	CL	Lean clay <sup>K, L, M</sup>
			PI $< 4$ or plots below "A" line <sup>J</sup>	ML	Silt <sup>K, L, M</sup>
		Organic	Liquid limit – oven dried $< 0.75$	OL	Organic clay <sup>K, L, M, N</sup>
			Liquid limit – not dried		Organic silt <sup>K, L, M, O</sup>
	Sils and Clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line	CH	Fat clay <sup>K, L, M</sup>
			PI plots below "A" line	MH	Elastic silt <sup>K, L, M</sup>
		Organic	Liquid limit – oven dried $< 0.75$	OH	Organic clay <sup>K, L, M, P</sup>
			Liquid limit – not dried		Organic silt <sup>K, L, M, Q</sup>
Highly Organic Soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

- <sup>A</sup> Based on the material passing the 3" (75 mm) sieve.
- <sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- <sup>C</sup> Gravels with 5 to 12% fines require dual symbols  
GW-GM well-graded gravel with silt  
GW-GC well-graded gravel with clay  
GP-GM poorly graded gravel with silt  
GP-GC poorly graded gravel with clay
- <sup>D</sup> Sands with 5 to 12% fines require dual symbols.  
SW-SC well-graded sand with clay  
SP-SM poorly graded sand with silt  
SP-SC poorly graded sand with clay
- <sup>E</sup>  $C_u = D_{60} / D_{10}$   
 $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
- <sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.
- <sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.

- <sup>H</sup> If fines are organic, add "with organic fines" to group name.
- <sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.
- <sup>J</sup> If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.
- <sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
- <sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.
- <sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly gravel, add "gravelly" to group name.
- <sup>N</sup> PI  $\geq 4$  and plots on or above "A" line.
- <sup>O</sup> PI  $< 4$  or plots below "A" line.
- <sup>P</sup> PI plots on or above "A" line.
- <sup>Q</sup> PI plots below "A" line.



### Laboratory Tests

DD	Dry density, pcf	WD	Wet density, pcf	OC	Organic content, %
LL	Liquid limit	PL	Plastic limit	PI	Plasticity index
P <sub>200</sub>	% passing 200 sieve	MC	Natural moisture content, %		
MDD	Maximum dry density (Proctor), pcf	OMC	Optimum moisture content (Proctor), %		
qu	Unconfined compressive strength, psf	UCS	Unconfined compressive strength, psi		
qp	Pocket penetrometer strength, tsf				

### Particle Size Identification

Boulders ..... over 12"  
Cobbles ..... 3" to 12"  
Gravel  
coarse ..... 3/4" to 3"  
fine ..... No. 4 to 3/4"  
Sand  
coarse ..... No. 4 to No. 10  
medium ..... No. 10 to No. 40  
fine ..... No. 40 to No. 200  
Silt ..... No. 200 to .005 mm  
Clay ..... less than .005 mm

### Relative Density of Cohesionless Soils

very loose ..... 0 to 4 BPF  
loose ..... 5 to 10 BPF  
medium dense ..... 11 to 30 BPF  
dense ..... 31 to 50 BPF  
very dense ..... over 50 BPF

### Consistency of Cohesive Soils

very soft ..... 0 to 1 BPF  
soft ..... 2 to 3 BPF  
rather soft ..... 4 to 5 BPF  
medium ..... 6 to 8 BPF  
rather stiff ..... 9 to 12 BPF  
stiff ..... 13 to 16 BPF  
very stiff ..... 17 to 30 BPF  
hard ..... over 30 BPF

### Moisture Content (MC) Description

rather dry ..... MC less than 5%, absence of moisture, dusty  
moist ..... MC below optimum, but no visible water  
wet ..... Soil is over optimum MC  
waterbearing ..... Granular, cohesionless or low plasticity soil with free water, typically near or below groundwater table  
very wet ..... Cohesive soil well over OMC, typically near or below groundwater table

### Drilling Notes

Standard penetration test borings were advanced by 3/4" or 4/4" ID hollow-stem augers, unless noted otherwise. Standard penetration test borings are designated by the prefix "ST" (split tube). Hand auger borings were advanced manually with a 2 to 3" diameter auger to the depths indicated. Hand auger borings are indicated by the prefix "HA."

**Sampling.** All samples were taken with the standard 2" OD split-tube sampler, except where noted. TW indicates thin-walled tube sample. CS indicates California tube sample. BS indicates bulk sample.

**BPF.** Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6" into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6" increments and added to get BPF. Where they differed significantly, they were separated by backslash (/). In very dense/hard strata, the depth driven in 50 blows is indicated.

**WH.** WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

**Note.** All tests were run in general accordance with applicable ASTM standards.



2511 Holman Avenue  
P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-25</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3105.5	0.0						
3105.3	0.2		Asphalt: (2¾")				
			Base Course: Silty Gravel with Sand, fine- to coarse-grained, brown, moist. medium dense.	16	4.3		
3103.5	2.0		FILL: Silty Sand, fine- to coarse-grained, few organics, trace gravel, dark gray to black, moist, loose.	8	35.9		Mulch like appearance
3101.5	4.0						
3100.0	5.5	SC	SILTY CLAYEY SAND, slightly plastic, fine- to medium-grained, olive brown, moist, very loose. (Alluvium)	4	14.2		
END OF BORING  Groundwater not encountered.  Water not observed to dry cave-in depth of 1.3' immediately after withdrawal of auger.  Boring then backfilled.							

BORING BPF WL-MC OF ELEV ~ 4360.GPJ LAGNN06.GDT 4/24/24



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P. O. Box 80190  
Billings, MT 59108-0190  
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# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-26</b> <b>LOCATION:</b> See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 11/21/23		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3107.1	0.0						
3106.7	0.4		Asphalt: (4 3/4")				
3106.2	0.9		Base Course: Silty Sand with Gravel				
			Subbase Course: Clayey Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	13	4.5		
3105.1	2.0		FILL: Lean Clay with Sand, low to medium plasticity, brown, moist, rather stiff.	9	15.1		LL=33, PL=17, PI=16, P <sub>200</sub> =74.0%
				10	17.1		
3101.6	5.5		END OF BORING				
			Groundwater not encountered.				
			Water not observed to dry cave-in depth of 1.8' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC OF ELEV ~ 4360.GPJ LAGNN06.GDT 4/24/24



2511 Holman Avenue  
P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

# LOG OF BORING

PROJECT: 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana				BORING: <b>ST-37</b>			
				LOCATION: South Expo Water and Sewer Extension, See Attached Sketch			
DRILLED BY: E. Hollibaugh		METHOD: CME 75HT, Automatic		DATE: 3/28/24		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3107.8	0.0						
3107.1	0.7		Asphalt Pavement: (8½")				
3107.0	0.8		Base Course: Silty Sand with Gravel, fine- to coarse-grained, brown, moist, loose.				
3106.7	1.1		Fill: Silty Sand with Gravel, fine- to coarse-grained, dark brown, moist, loose. (Recycled Asphalt Pavement)	5	17.8	3½	Bulk Bag Sample: (1.0'-2.5')
3105.5	2.3		Fill: Fat Clay, high plasticity, trace salts, dark brown, moist, rather soft. (Alluvium)	5	20.8		
		CL	LEAN CLAY, medium plasticity, with layers of silty sand, trace organics and salts, brown, moist, rather soft. (Alluvium)	4	21.4	¾	
3100.8	7.0	CL ML	SANDY SILTY CLAY, slightly plasticity, some salts, brown, moist, rather soft. (Alluvium)	4	17.6		LL=27, PL=20, PI=7 P <sub>200</sub> = 59.9%
3098.8	9.0		SILTY GRAVEL with SAND, fine- to coarse-grained, brown, moist, medium dense to very dense. (Alluvium)				
				38	2.5		
		GM					
				25	4.8		
					▽		
3092.3	15.5			52	14.5		
			END OF BORING				
			Water observed at a depth of 12.2' with 14.0' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 10.0' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 4/24/24



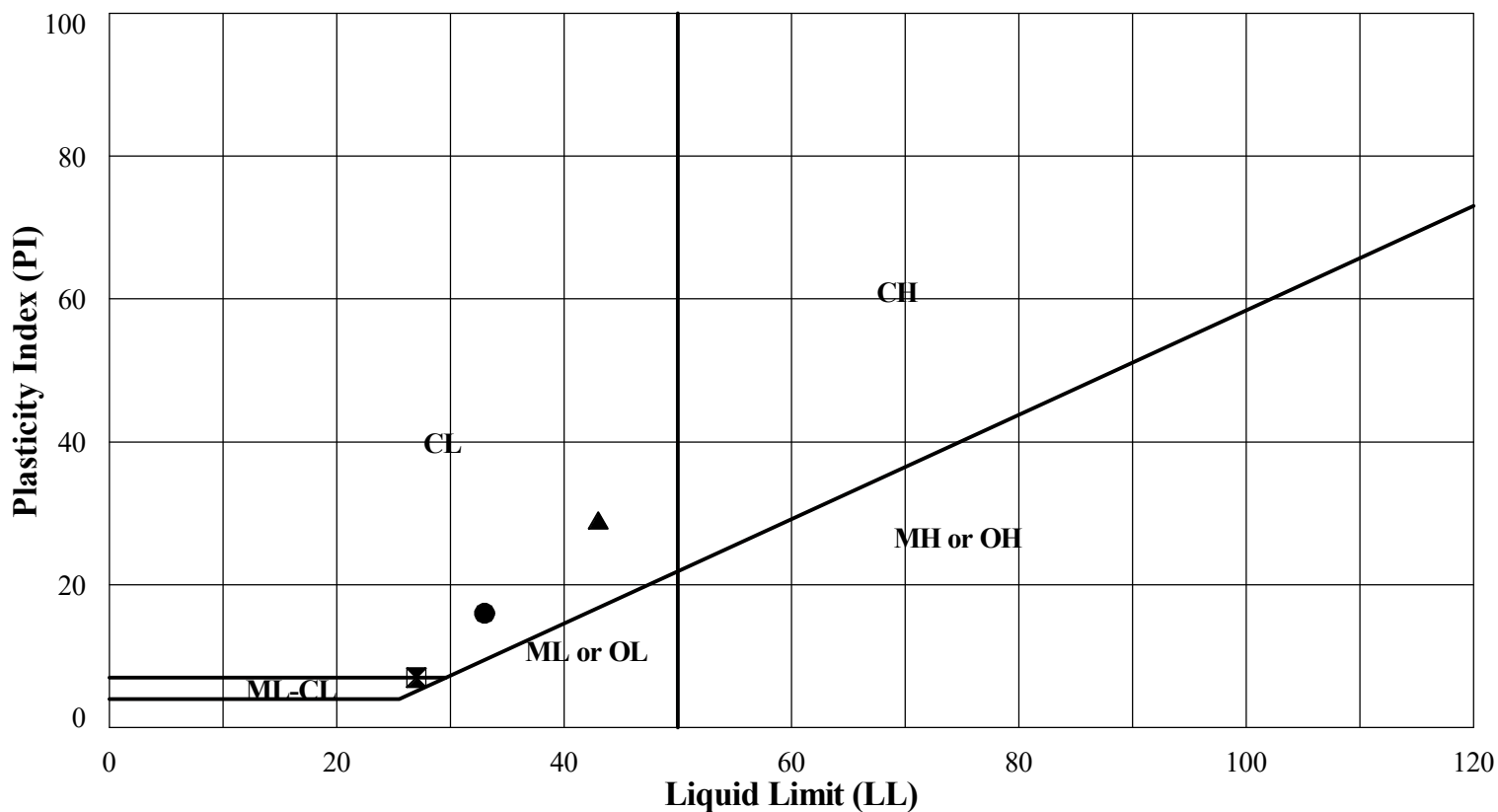
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# LOG OF BORING

<b>PROJECT:</b> 23-4360G <b>GEOTECHNICAL EVALUATION</b> Metra Park Improvements Billings, Montana					<b>BORING:</b> <b>ST-38</b> <b>LOCATION:</b> South Expo Water and Sewer Extension, See Attached Sketch		
<b>DRILLED BY:</b> E. Hollibaugh		<b>METHOD:</b> CME 75HT, Automatic		<b>DATE:</b> 3/28/24		<b>SCALE:</b> 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3110.0	0.0		Asphalt Pavement: (9½")				
3109.2	0.8		Base Course: Silty Sand with Gravel, fine- to coarse-grained, brown, moist, loose. Fill: Lean Clay, low to medium plasticity, some salts, dark brown, moist, rather stiff.				
3109.1	0.9						
3107.0	3.0		LEAN CLAY, medium plasticity, some salts and lenses of silty sand, brown, moist, soft to rather soft. (Alluvium)	9	13.1	4+	
				4	21.5	½	
				3	23.9		
		CL		3	26.9	½ 1½	LL=43, PL=14, PI=29 P <sub>200</sub> = 93.9%
				5	22.4	¾	
3098.5	11.5		SILTY SAND with GRAVEL, fine- to coarse-grained, brown, moist to wet, loose. (Alluvium)	8	15.7		
		SM		7	33.3		
3094.5	15.5		END OF BORING				
			Water observed at a depth of 13.1' with 14.0' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 11.0' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 4/24/24





Legend	Boring	Sample No.	Depth	LL	PL	PI	P 200, %	MC	Classification
●	ST-26	Jar #55	2'-3½'	33	17	16	74.0	15.1%	CL
■	ST-37	Jar #11	6½'-8'	27	20	7	59.9	17.6%	CL-ML
▲	ST-38	Jar #14	6½'-8'	43	14	29	93.9	26.9%	CL

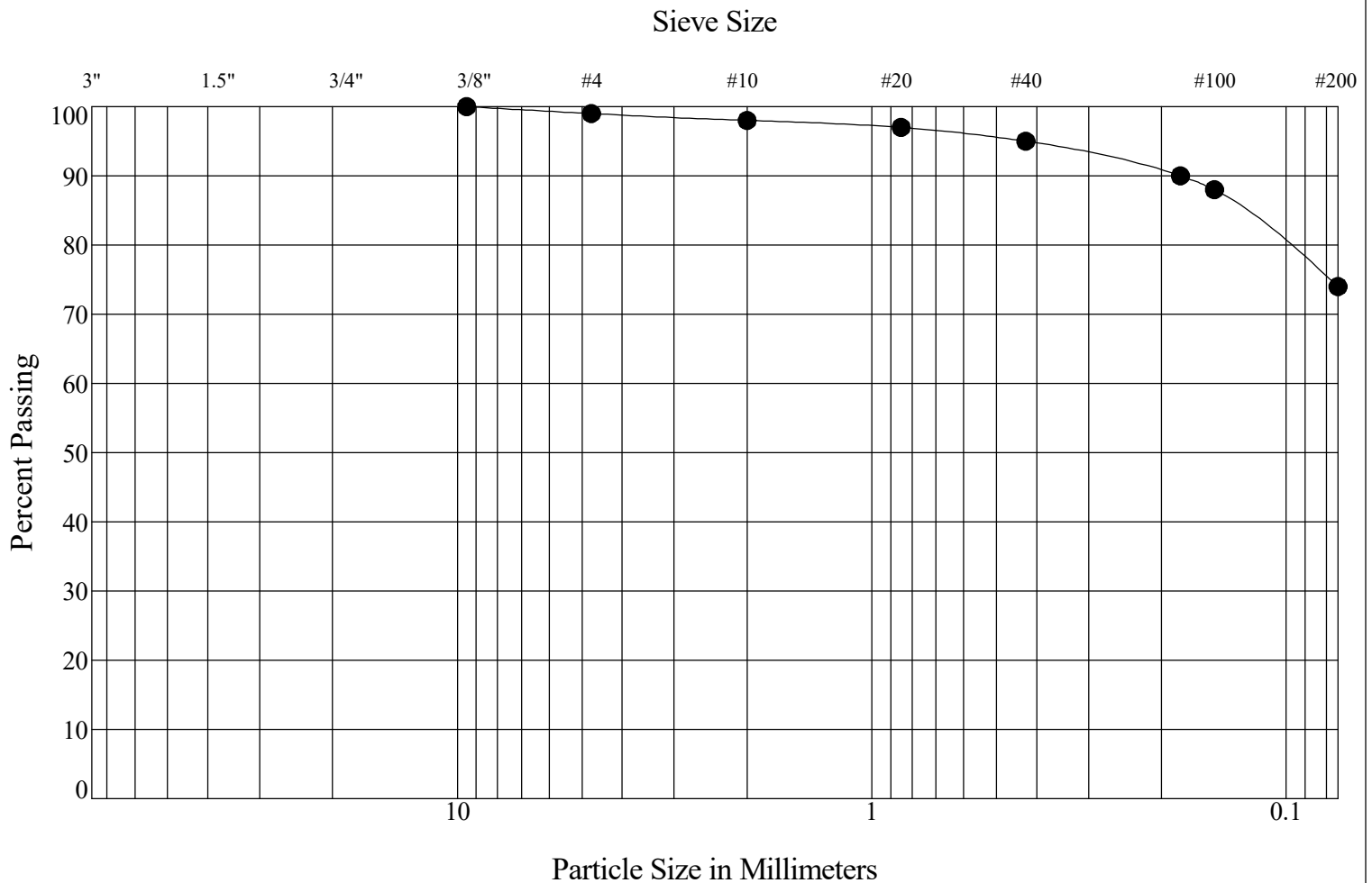


2511 Holman Avenue  
P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

## Atterberg Limits Tests

Project Number: 23-4306G  
South Expo Water and Sewer Extension  
Billings, Montana

4/15/24



Gravel		Sand		
coarse	fine	coarse	medium	fine

**Percent Passing U.S. Standard Sieve Size**

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
			100	99	98	97	95	90	88	74.0

Boring No.: ST-26  
Sample No.: Jar #55  
Depth: 2'-3 1/2'

Date Received: 12/8/23

Liquid Limit: 33

Plastic Limit: 17

Plasticity Index: 16

Classification: CL

Moisture Content: 15.1%

Percent Gravel: 1.0  
Percent Sand: 25.0  
Percent Silt + Clay: 74.0  
ASTM Group Name: LEAN CLAY with SAND

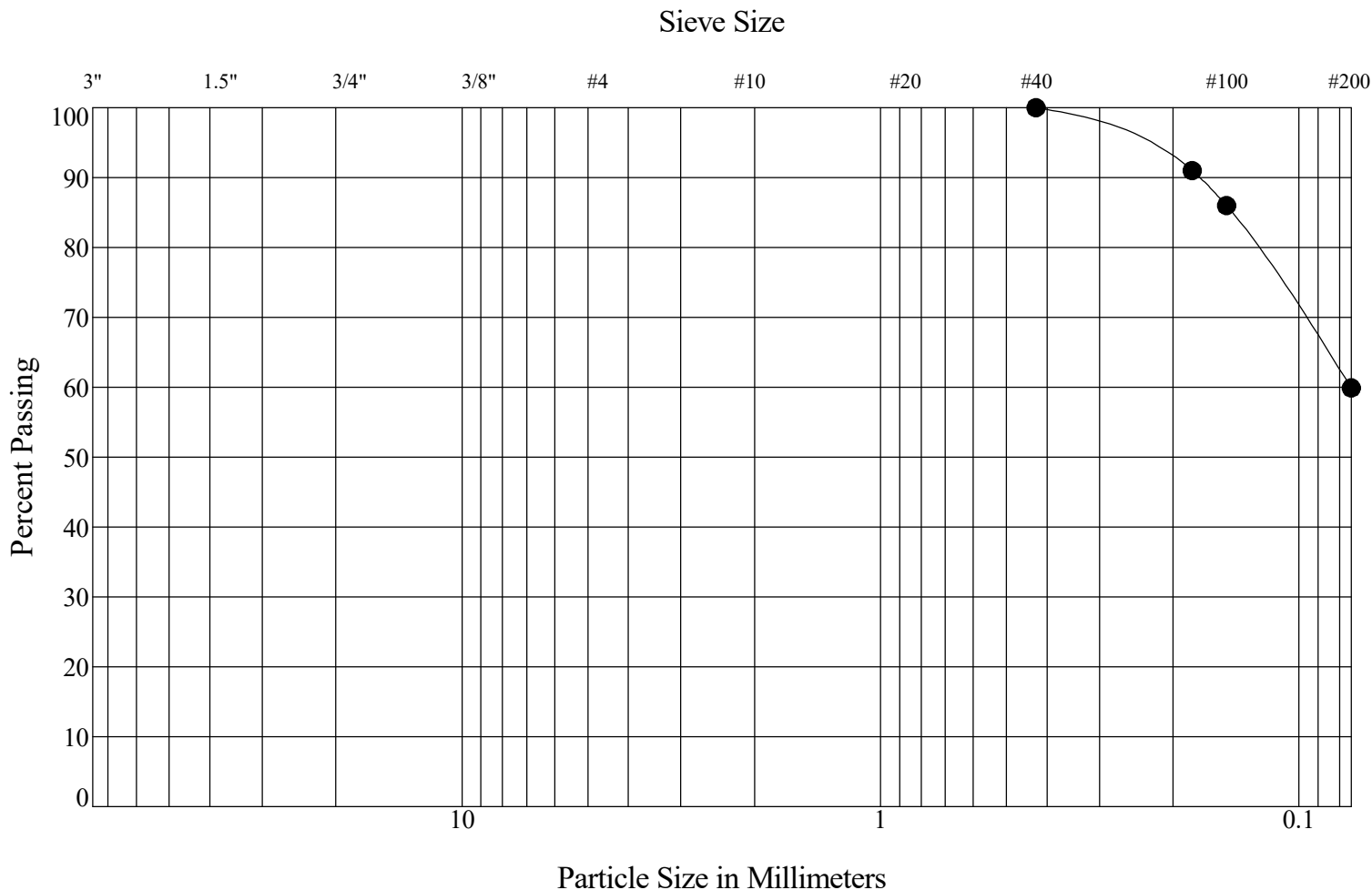


2511 Holman Avenue  
P. O. Box 80190  
Billings, MT 59108-0190  
Phone: 406.652.3930  
Fax: 406.652.3944

**Sieve Analysis**

Project Number: 23-4306G  
South Expo Water and Sewer Extension  
Billings, Montana

4/15/24



Gravel		Sand		
coarse	fine	coarse	medium	fine

**Percent Passing U.S. Standard Sieve Size**

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
							100	91	86	59.9

Boring No.: ST-37  
Sample No.: Jar #11  
Depth: 6½'-8'

Date Received: 4/1/24

Liquid Limit: 27

Plastic Limit: 20

Plasticity Index: 7

Classification: CL-ML

Moisture Content: 17.6%

Percent Gravel: 0.0  
Percent Sand: 40.1  
Percent Silt + Clay: 59.9  
ASTM Group Name: SANDY SILTY CLAY

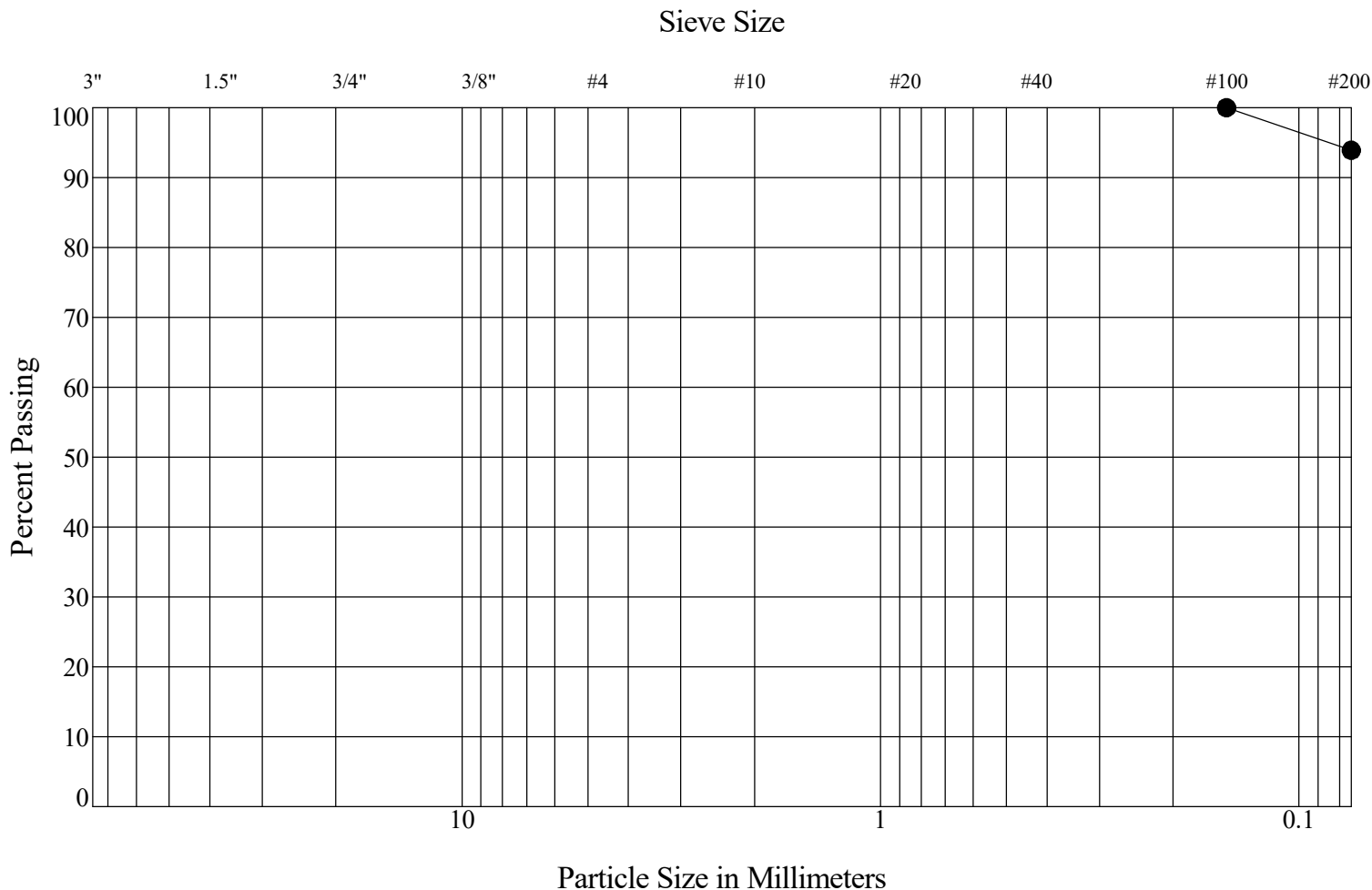


2511 Holman Avenue  
P. O. Box 80190  
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**Sieve Analysis**

Project Number: 23-4306G  
South Expo Water and Sewer Extension  
Billings, Montana

4/15/24



Gravel		Sand		
coarse	fine	coarse	medium	fine

**Percent Passing U.S. Standard Sieve Size**

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
									100	93.9

Boring No.: ST-38  
Sample No.: Jar #14  
Depth: 6½'-8'

Date Received: 4/1/24

Liquid Limit: 43

Plastic Limit: 14

Plasticity Index: 29

Classification: CL

Moisture Content: 26.9%

Percent Gravel: 0.0  
Percent Sand: 6.1  
Percent Silt + Clay: 93.9  
ASTM Group Name: LEAN CLAY



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**Sieve Analysis**

Project Number: 23-4306G  
South Expo Water and Sewer Extension  
Billings, Montana

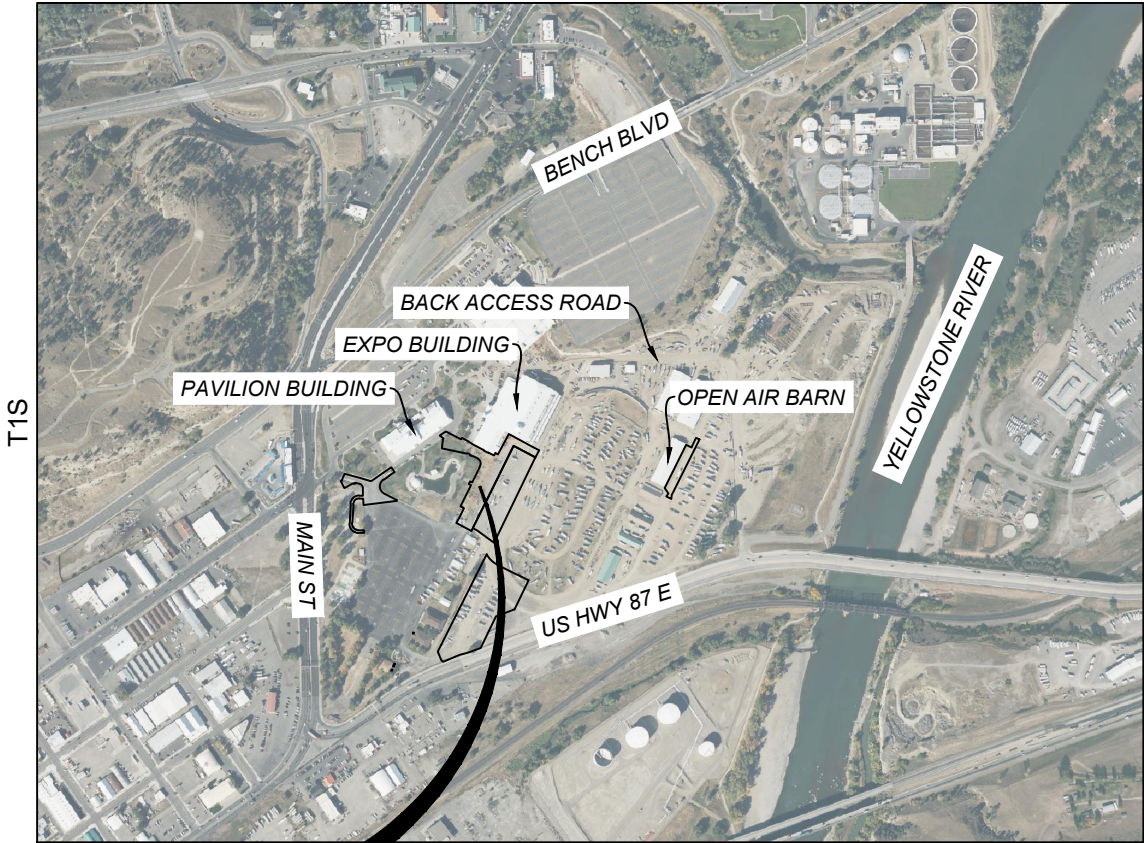
4/15/24

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CONSTRUCTION DRAWINGS

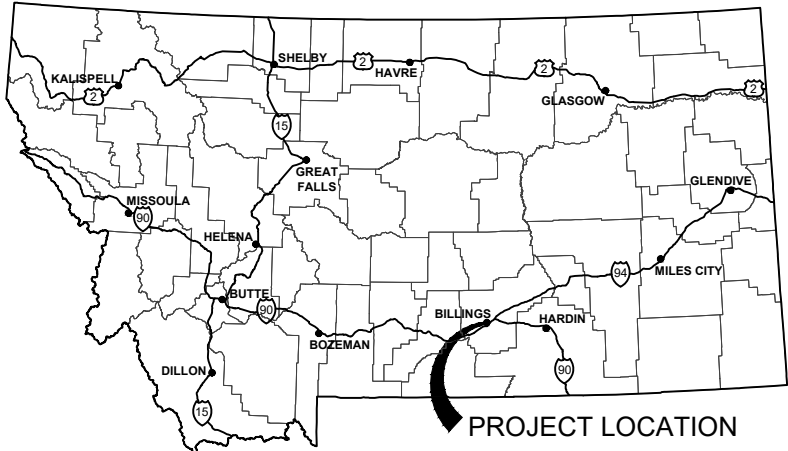
YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	GENERAL NOTES
3	PROJECT SUMMARY SHEET
4	BID ADDENDUM PROJECT SUMMARY SHEET
5	PROJECT OVERVIEW KEY SHEET
6	PROJECT OVERVIEW KEY SHEET
7	SUMMARY TABLES
8	SOUTH EXPO LOT DEMOLITION
9	CARNIVAL LOT ENTRANCE DEMOLITION
10	SOUTH EXPO LOT GRADING AND IMPROVEMENTS
11	CARNIVAL LOT ENTRANCE GRADING AND IMPROVEMENTS
12	PATHWAY MILLINGS ADDITION GRADING
13	LOT 1 IMPROVEMENTS
14	OPEN AIR BARN ROAD IMPROVEMENTS
15	CARNIVAL LOT WATER SERVICE IMPROVEMENTS
16	CARNIVAL LOT WATER SERVICE IMPROVEMENTS
17	CARNIVAL LOT WATER SERVICE IMPROVEMENTS
18	WATER PLAN AND PROFILE
19	WATER PLAN AND PROFILE
20	PAVILION COURTYARD IRRIGATION IMPROVEMENTS
21	SANITARY SEWER PLAN AND PROFILE
22	SANITARY SEWER PLAN AND PROFILE
23	SANITARY SEWER PLAN AND PROFILE
24	STORM SEWER PLAN AND PROFILE
25	STORM SEWER PLAN AND PROFILE
26	STORM SEWER PLAN AND PROFILE
27	STORM SEWER PLAN AND PROFILE
28	STANDARD CURB AND SURFACING SECTION DETAILS
29	STORM CHANNEL & MANHOLE DETAIL
30	YARD HYDRANT AND SEWER CLEANOUT DETAILS
31	EXPO SOUTH LOT SERVICE HOOKUP DETAILS
32	PAVILION COURTYARD SERVICE HOOKUP DETAILS
33	LIGHT POLE BASE DETAILS

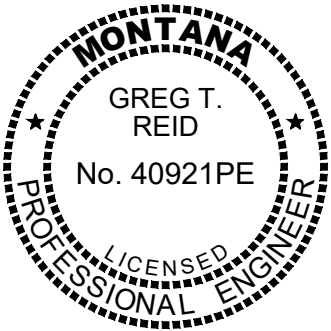
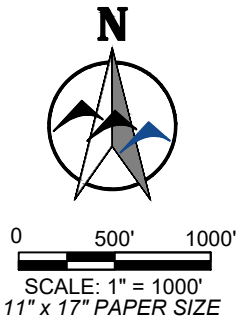



T1S

PROJECT LOCATION  
R26E  
LOCATION MAP



BILLINGS, MT



PREPARED FOR:				YELLOWSTONE COUNTY METRAPARK ARENA 306 6TH AVE N., BILLINGS, MT 59101			
PREPARED BY:				 ENGINEERING 550 S. 24TH ST. W., SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com			
PROJECT NO. 2021-555				DESIGNED BY: JMD DRAWN BY: ZSL CHECKED BY: GTR DATE: 8/8/2024			
NO.	REVISION	BY	DATE	DRAWING NO. 1			

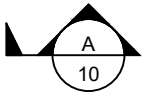
BID SET



GENERAL CONSTRUCTION NOTES

1. UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS, ALL WORK SHALL CONFORM TO MPWSS, LATEST EDITION AND THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS REQUIRED AND CONSTRUCTION TESTING FOR CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR SHALL RESTORE ALL ROADWAY TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION, AS DETERMINED BY THE OWNER AND THE ENGINEER.
4. THE LOCATION, DEPTH AND SIZE OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTENCE, LOCATION, DEPTH, SIZE, LINE AND GRADE OF EXISTING UTILITY CONNECTIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FACILITIES DUE TO FAILURE TO LOCATE OR PROVIDE PROPER PROTECTION WHEN LOCATION IS KNOWN.
5. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY FITTINGS, COUPLINGS AND SPOOL PIECES FOR CONNECTING NEW UTILITIES TO EXISTING UTILITIES. THESE PLANS MAY NOT SHOW ALL REQUIRED COMPONENTS FOR MAKING THE CONNECTIONS.
6. ALL BACKFILL FOR UTILITY TRENCHES SHALL BE TYPE "A," UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER. SPECIFIED BEDDING SHALL BE FROM 4" BENEATH THE PIPE TO 6" ABOVE THE TOP OF PIPE (SEE MPWSS STANDARD DRAWING 02221-1). THE COST OF THIS ADDITIONAL BEDDING SHALL BE INCLUDED IN THE UNIT PRICE BID.
7. PIPE BEDDING (TYPE 1) AND TRENCH BACKFILL (TYPE B) SHALL BE IN ACCORDANCE WITH MPW STANDARD SPECIFICATION 02221, STANDARD DRAWING 02221-1.
8. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST AND EROSION DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE. EROSION SHALL BE CONTROLLED IN ACCORDANCE WITH MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
9. ALL PROFILES REPRESENT EXISTING GROUND (DASHED LINE) AND FINISHED GRADE (SOLID LINE) ALONG THE ALIGNMENTS INDICATED ON THE PLANS. ELEVATIONS ARE FINISHED GROUND ELEVATIONS.
10. ALL DISTURBED AREAS SHALL BE SEEDED BY THE CONTRACTOR USING A SEED MIX APPROVED BY THE OWNER OR THE LOCAL USDA OFFICE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF UTILITY (PHONE/POWER/CATV) INSTALLATION WITH LOCAL UTILITY COMPANIES.
12. THE CONTRACTOR SHALL NOTIFY ONE CALL @ 1-800-424-5555 FOR ONSITE UTILITY LOCATION. ALL EXISTING UTILITIES SHALL BE MARKED BEFORE DIGGING.
13. THE CONTRACTOR SHALL MAINTAIN SERVICE OF ALL EXISTING UTILITIES. IF SAID SERVICE IS DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY REPAIR THE DAMAGE AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
15. ALL UTILITY CONDUITS FOR IRRIGATION, ELECTRICAL, GAS, PHONE, CATV, ETC. SHALL BE BURIED A MINIMUM 24" FROM FINISHED GRADE WITH TYPE A BACKFILL, UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER.
16. IF THE CONTRACTOR DETERMINES THE NEED TO DISTURB MORE THAN 1.0 ACRE DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN MPDES PERMIT AND COMPLYING WITH ALL TERMS OF THE PERMIT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.
17. QUANTITIES SHOWN IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES.

DRAWING NOTATION



INDICATES CROSS SECTION LOCATION. "A" REFERS TO THE CROSS SECTION DESIGNATION. "10" REFERS TO THE SHEET NUMBER WHERE THE SECTION IS CUT OR SHOWN.



INDICATES DETAIL LOCATION. "1" REFERS TO THE DETAIL DESIGNATION. "12" REFERS TO THE SHEET NUMBER WHERE THE DETAIL IS INDICATED OR SHOWN.

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE
BAR	REBAR
BMP	BEST MANAGEMENT PRACTICES
BOT	BOTTOM
BVC	BEGIN VERTICAL CURVE
CFS	CUBIC FEET PER SECOND
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE OR CONCENTRIC
CP	CONTROL POINT
CSP	CORRUGATED STEEL PIPE
CTR	CENTER
CU FT	CUBIC FEET
CULV	CULVERT
DI	DUCTILE IRON OR DRAIN INLET
DIA	DIAMETER
EA	EACH
E.F.	EACH FACE
EL, ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
FT	FOOT OR FEET
GPM	GALLONS PER MINUTE
HP	HORSEPOWER

HWY	HIGHWAY
INV	INVERT ELEVATION
LF	LINEAR FEET
MID	POINT, MIDPOINT OF CURVE
MH	MANHOLE
MJ	MECHANICAL JOINT
O.C.	ON CENTER
O.C.E.F.	ON CENTER EACH FACE
OHP	OVERHEAD POWER
PC	POINT, POINT OF CURVE
PI	POINT OF INTERSECTION
POT	POINT ON TANGENT
PS	PIPE SUPPORT
PT	POINT, POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PWR	POWER
RCP	REINFORCED CONCRETE PIPE
R/W OR ROW	RIGHT OF WAY
SAN	SANITARY
SST	STAINLESS STEEL
STA	STATION
TBC	TOP BACK OF CURB
TYP	TYPICAL
UG	UNDERGROUND
WTR	WATER

BLOCK LEGEND

EXISTING PROPOSED

		SANITARY SEWER MANHOLE
		SANITARY SEWER CLEANOUT
		SANITARY SEWER CAP
		SANITARY SEWER METER VAULT
		SANITARY SEWER LIFT STATION
		SANITARY SEWER FM (TEE)
		SANITARY SEWER FM (11.25°)
		SANITARY SEWER FM (22.5°)
		SANITARY SEWER FM (45°)
		SANITARY SEWER FM (90°)
		SANITARY SEWER FM (CROSS)
		SANITARY SEWER FM FLANGE
		SANITARY SEWER FM VALVE
		SANITARY SEWER FM REDUCER
		SANITARY SEWER FM BF PREV.
		STORMWATER AREA INLET
		STORMWATER COMBO INLET
		STORMWATER FLARED END
		STORMWATER MANHOLE
		STORMWATER PUMP STATION
		STORM SEWER HEAD WALL
		WATER FITTING BEND 11.25°
		WATER FITTING BEND 22.5°
		WATER FITTING BEND 45°
		WATER FITTING BEND 90°
		WATER FITTING CAP
		WATER FITTING CROSS
		WATER FITTING FLANGE
		WATER FITTING TEE
		WATER FITTING VALVE

LINE STYLE LEGEND

EXISTING

	OHT
	OHP
	NG
	IR
	FO
	FM
	O
	X
	[ ]
	F
	OHTV
	RW
	SS
	ST
	UGP
	UGT
	UGTV
	W

PROPOSED

	OHT
	OHP
	NG
	IR
	FO
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	X
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	OHTV
	RW
	SS
	ST
	UGP
	UGT
	UGTV
	W

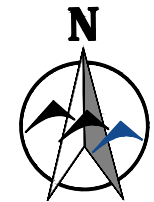
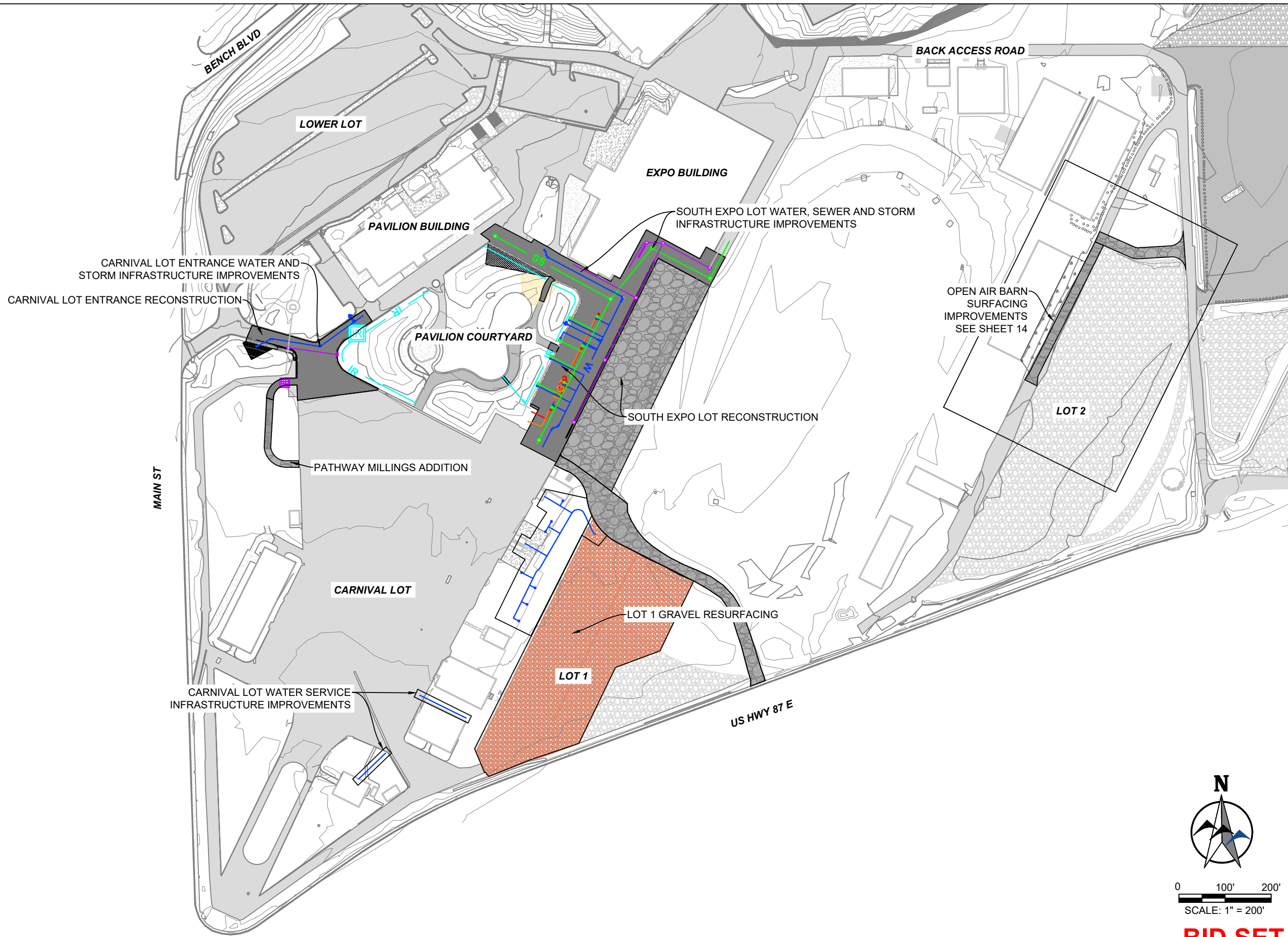
MAJOR CONTOUR
MINOR CONTOUR
OVERHEAD TELEPHONE
OVERHEAD POWER
NATURAL GAS
IRRIGATION LINE
FIBER OPTIC
FORCEMAIN
FENCE [CHAIN]
FENCE [BARBED]
FENCE [PRIVACY]
FIRE LINE
OVERHEAD TV
RAW WATER
SEWER
STORM
UNDERGROUND POWER
UNDERGROUND TELEPHONE
UNDERGROUND TV
WATER

EXISTING PROPOSED

		FIBER OPTIC MANHOLE
		FIBER OPTIC MARKER
		FIBER OPTIC PULL BOX
		FIBER OPTIC PEDESTAL
		FIBER OPTIC VAULT
		NATURAL GAS MARKER
		NATURAL GAS METER
		NATURAL GAS VALVE
		TELEPHONE MANHOLE
		TELEPHONE MARKER
		TELEPHONE PULL BOX
		TELEPHONE PEDESTAL
		TELEPHONE VAULT
		TREE (DECIDUOUS)
		TREE (CONIFER)
		ADA RAMP
		SIGN
		BOLLARD
		MILEPOST
		CATTLE GUARD
		BORE LOCATION
		PROP CORNER ALUMINUM CAP
		PROP CORNER BRASS CAP
		PROP CORNER CHISELED X
		HIGHWAY ROW MONUMENT
		PROP CORNER IRON PIPE
		PROP CORNER LEAD & TACK
		PROP CORNER REBAR
		PROP CORNER STONE
		CONTROL POINT
		PROP CORNER PLASTIC CAP

BID SET

K:\Sheridan\Yellowstone County, MT\2021555 MetaPark Infrastructure Improvements\05CAD\Sheets\PLAN\_SET\05\_South Expo Lot\02\_OVERVIEW\2 1555\_05-OVERVIEW.dwg PROJECT SUMMARY 8/2/2024 11:25:37 AM



0 100' 200'  
SCALE: 1" = 200'

**BID SET**

YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
**PROJECT SUMMARY SHEET**  
BILLINGS, MT

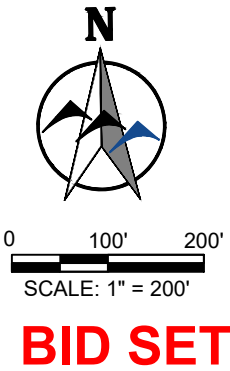
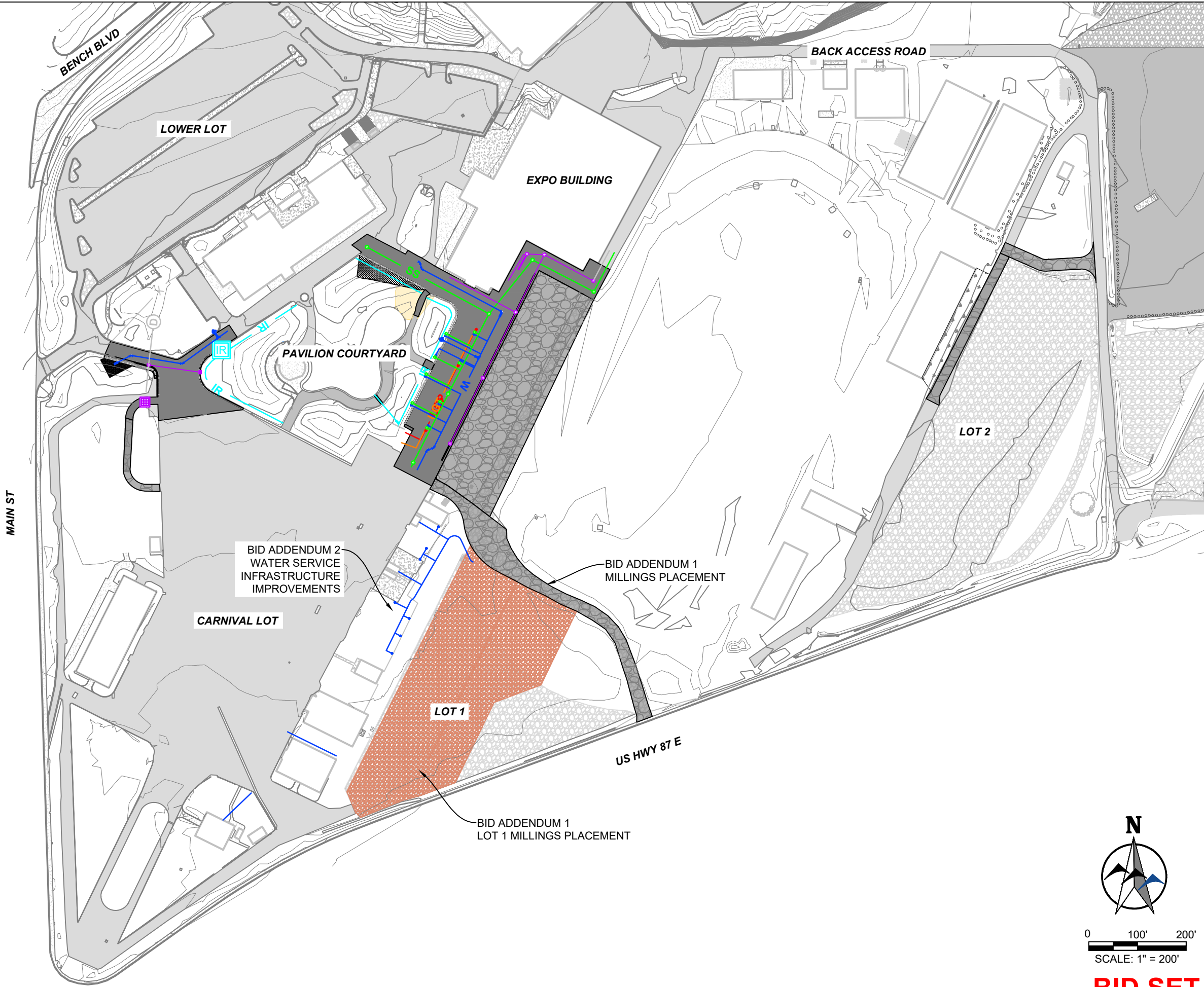
PREPARED BY **WWC** ENGINEERING  
550 S. 24TH ST. W., SUITE 201  
BILLINGS, MT 59102  
(406) 894-2210  
www.wwcengineering.com

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

NO.	REVISION	BY	DATE
PROJECT NO. 2021-555			



K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\USCAD\Sheets\PLAN\_SET\05\_South Expo Lot\02\_OVERVIEW\W21555\_05-OVERVIEW.dwg BID SUMMARY (4) 8/2/2024 11:25:37 AM



**BID SET**

YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

**BID ADDENDUM PROJECT SUMMARY SHEET**

BILLINGS, MT

PREPARED BY



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PROJECT NO. 2021-555

DESIGNED BY: JMD

DRAWN BY: ZSL

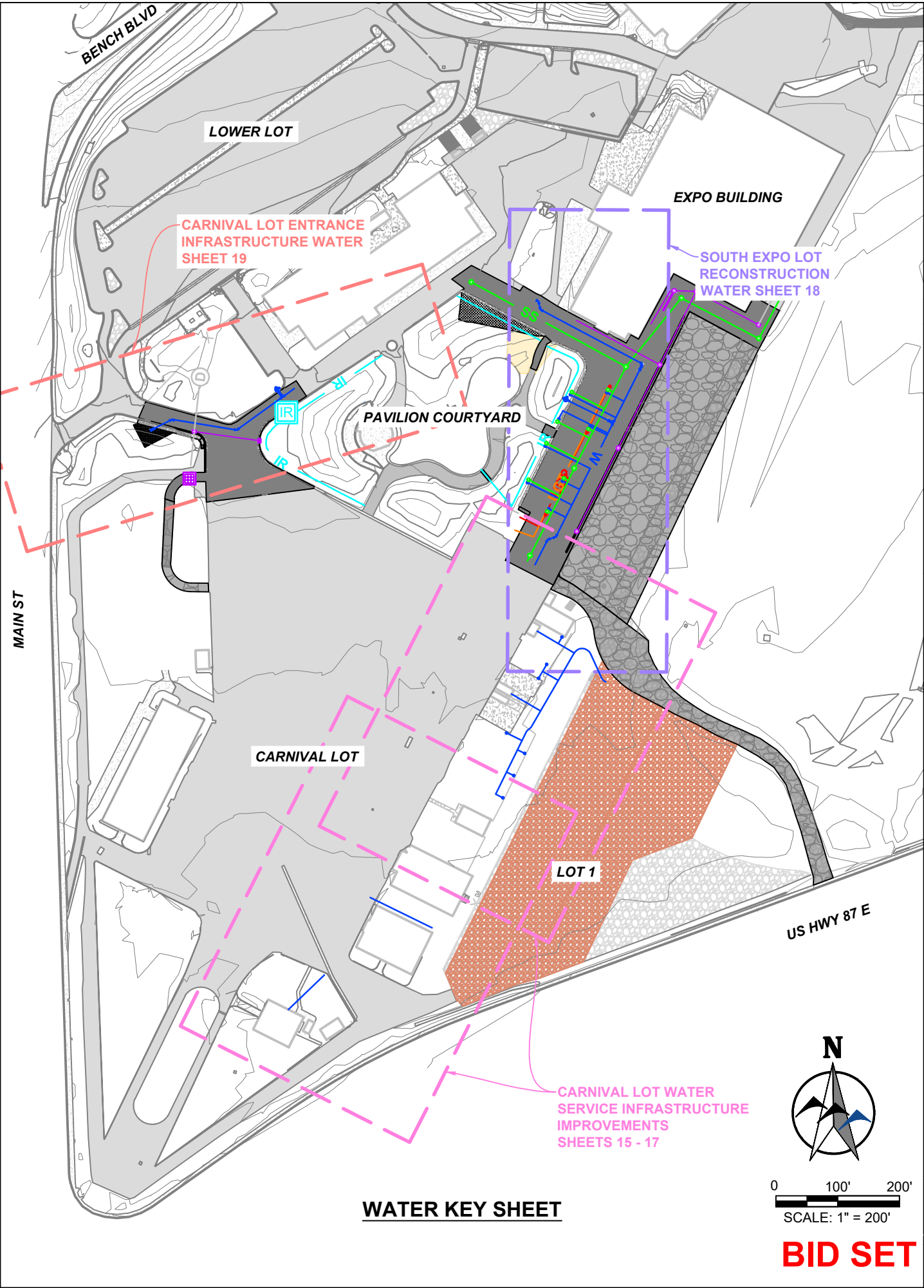
CHECKED BY: GTR

DATE: 8/8/2024

SHEET

**4**

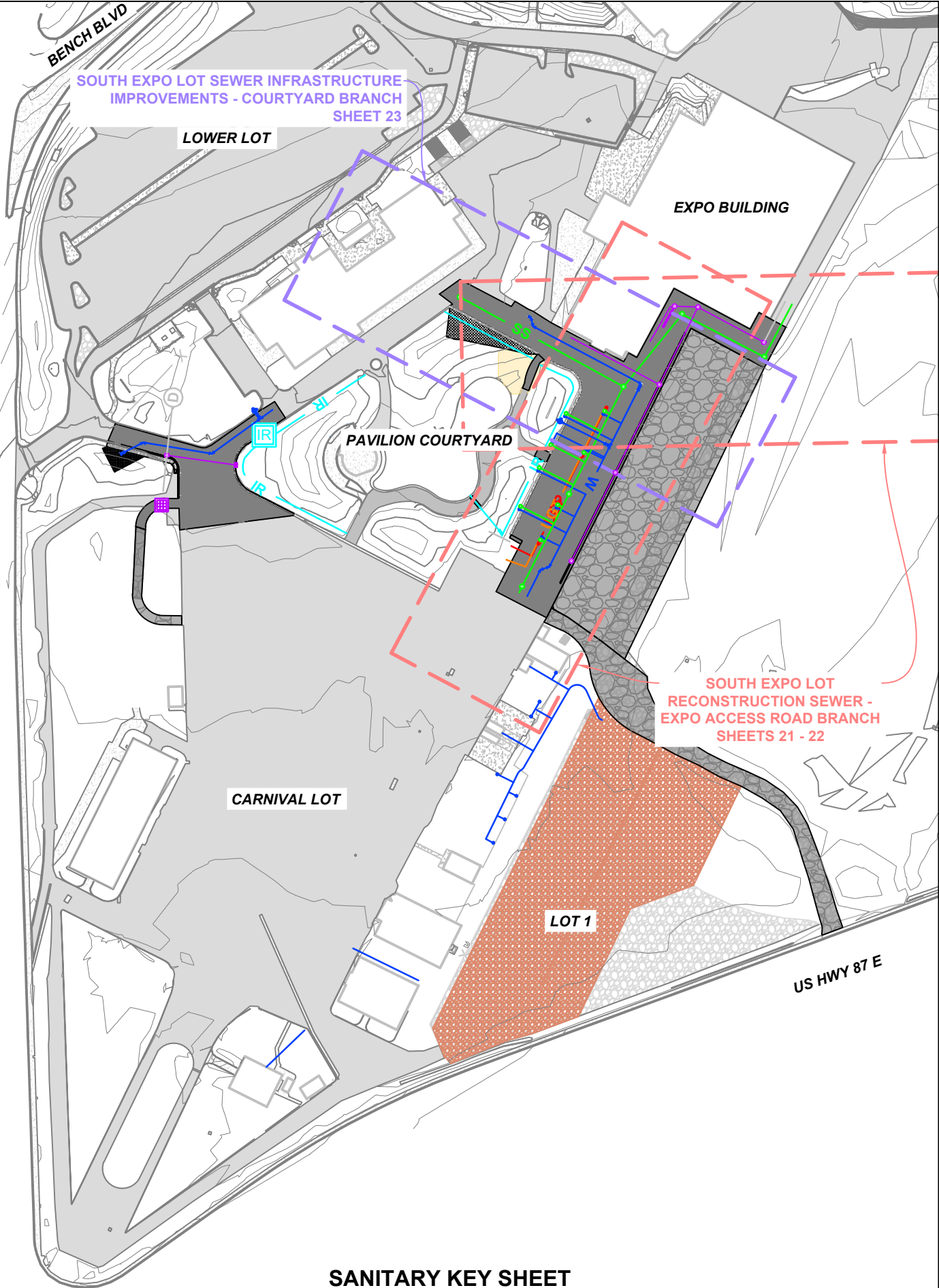






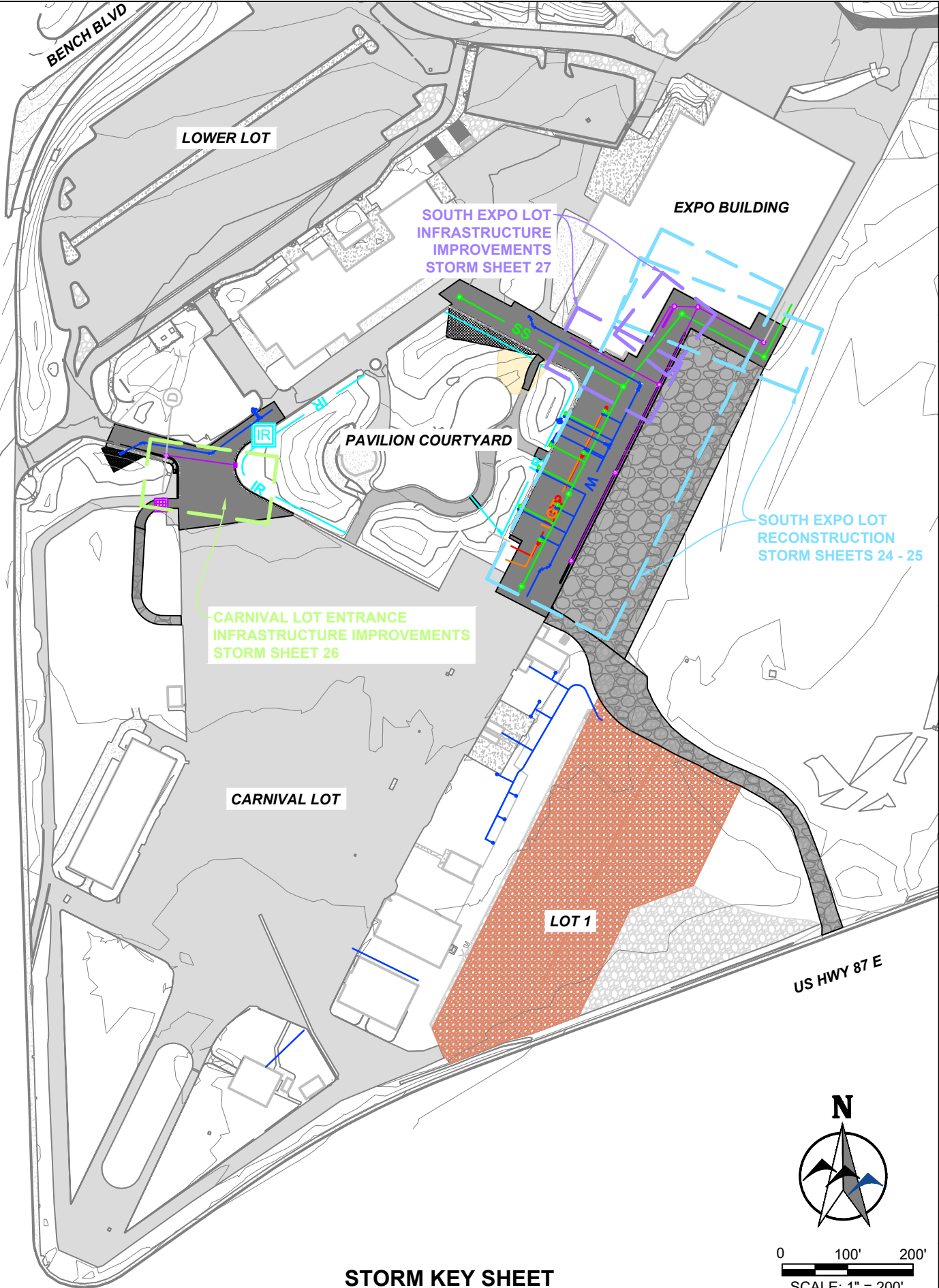
K:\Sheridan\Yellowstone County, MT\2021 555 MetraPark Infrastructure Improvements\05CAD\Sheets\PLAN\_SET\05\_South Expo Lot\02\_OVERVIEW\021555\_05-OVERVIEW.dwg KEY SHEET (2) 8/2/2024 11:25:37 AM

MAIN ST




**SANITARY KEY SHEET**

MAIN ST



**STORM KEY SHEET**

  
0 100' 200'  
SCALE: 1" = 200'

**BID SET**

YELLOWSTONE COUNTY

**SOUTH EXPO LOT CONSTRUCTION PROJECT**

**PROJECT OVERVIEW KEY SHEET**

BILLINGS, MT


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DRAWN BY: ZSL

CHECKED BY: GTR

DATE: 8/8/2024

SHEET  
**6**

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PROJECT NO. 2021-555

NO.	REVISION	BY	DATE

GRADING					
ITEM	UNIT	QUANTITY			REMARKS
		FILL	CUT	MISC.	
CARNIVAL LOT ENTRANCE	CY		900		CUT/FILL TO ASPHALT SUBGRADE. EXCLUDES CONCRETE CUT/FILL.
SOUTH EXPO LOT - ASPHALT PAVEMENT	CY	84	2,300		CUT/FILL TO ASPHALT SUBGRADE. EXCLUDES CONCRETE CUT/FILL.
SOUTH EXPO LOT - ASPHALT MILLINGS	CY	1,655	299		CUT/FILL TO SUBGRADE.
TOTAL	CY	1,739	3,499		

SURFACING			
ITEM	UNIT	QUANTITY	REMARKS
4" ASPHALT PAVEMENT - 10" CRUSHED BASE	SY	7,396	SOUTH EXPO LOT
4" ASPHALT PAVEMENT - 10" CRUSHED BASE	SY	2,293	CARNIVAL LOT ENTRANCE
4" ASPHALT MILLINGS	SY	304	PATHWAY MILLINGS ADDITION
4" ASPHALT MILLINGS	SY	7,046	SOUTH EXPO LOT
4" ASPHALT MILLINGS	SY	567	OPEN AIR BARN ROAD
6" THICKNESS CRUSHED BASE	SY	7,046	SOUTH EXPO LOT
6" THICKNESS CRUSHED BASE	SY	758	OPEN AIR BARN ROAD
6" THICKNESS CRUSHED BASE	SY	12,399	LOT 1

4" ASPHALT MILLINGS	SY	2,539	BID ADDENDUM 1 - LOT 1
4" ASPHALT MILLINGS	SY	12,398	BID ADDENDUM 1 - GATE 2 ACCESS ROAD

ID	LOCATION	PLAN QUANTITY		REMARKS
		COMBINED CONCRETE CURB & GUTTER (LF)	CONCRET E FLATWOR K (SF)	
INS-01	SOUTH EXPO LOT	154		RIBBON
INS-02	SOUTH EXPO LOT	185		RIBBON
INS-03	SOUTH EXPO LOT	123		RIBBON
INS-04	SOUTH EXPO LOT		857	VALLEY GUTTER
INS-05	CARNIVAL LOT ENTRANCE		715	SIDEWALK
INS-06	CARNIVAL LOT ENTRANCE		101	ADA RAMP
INS-07	CARNIVAL LOT ENTRANCE	165		CURB
INS-08	CARNIVAL LOT ENTRANCE	194		CURB
INS-09	ARENA BACK LOT	20		CURB

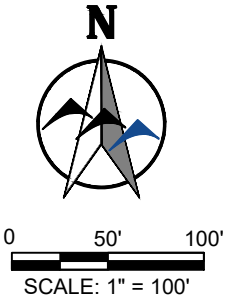
BID ADD 2	CARNIVAL LOT WATER		129	SIDEWALK
BID ADD 2	CARNIVAL LOT WATER		16	SIDEWALK
BID ADD 2	CARNIVAL LOT WATER		30	SIDEWALK

	COMBINED CONCRETE CURB AND GUTTER (LF)	CONCRETE RIBBON (LF)	CONCRET E SIDEWALK (SF)	ADA RAMP (SF)	CONCRETE VALLEY GUTTER (SF)	BID ADDENDUM 2 - CONCRETE SIDEWALK (SF)
TOTAL	379	462	715	101	857	175

- NOTES:
- DESCRIPTION IN THE REMARKS COLUMN CORRESPONDS TO THE LEGEND LABELS ON IMPROVEMENT SHEETS.
  - INSTALL ID NUMBERING MATCHES CONCRETE REMOVAL SUMMARY TABLE AS APPLICABLE.

CONCRETE REMOVAL						
ID	LOCATION	PLAN DIMENSIONS		UNIT	QUANTITY	REMARKS
		LF	SF			
	SOUTH EXPO LOT		51	SY	5.7	CONCRETE PAD
REM-01	CARNIVAL LOT ENTRANCE	114		SY	25.3	CURB
REM-02	CARNIVAL LOT ENTRANCE		716	SY	79.6	SIDEWALK
REM-03	CARNIVAL LOT ENTRANCE		576	SY	64.0	VALLEY GUTTER
REM-04	CARNIVAL LOT ENTRANCE	20		SY	4.4	CURB
TOTAL				SY	179	

- NOTES:
- ALL CURB & GUTTER REMOVAL IS MEASURED AS A STANDARD 2' WIDTH FOR SY CALCULATIONS.
  - DESCRIPTION IN THE REMARKS COLUMN CORRESPONDS TO THE LEGEND LABELS ON DEMO SHEETS.
  - ADDITIONAL 10% ADDED TO BID FORM QUANTITY FOR UNIDENTIFIED CONCRETE REMOVAL.



BID SET

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ENGINEERING  
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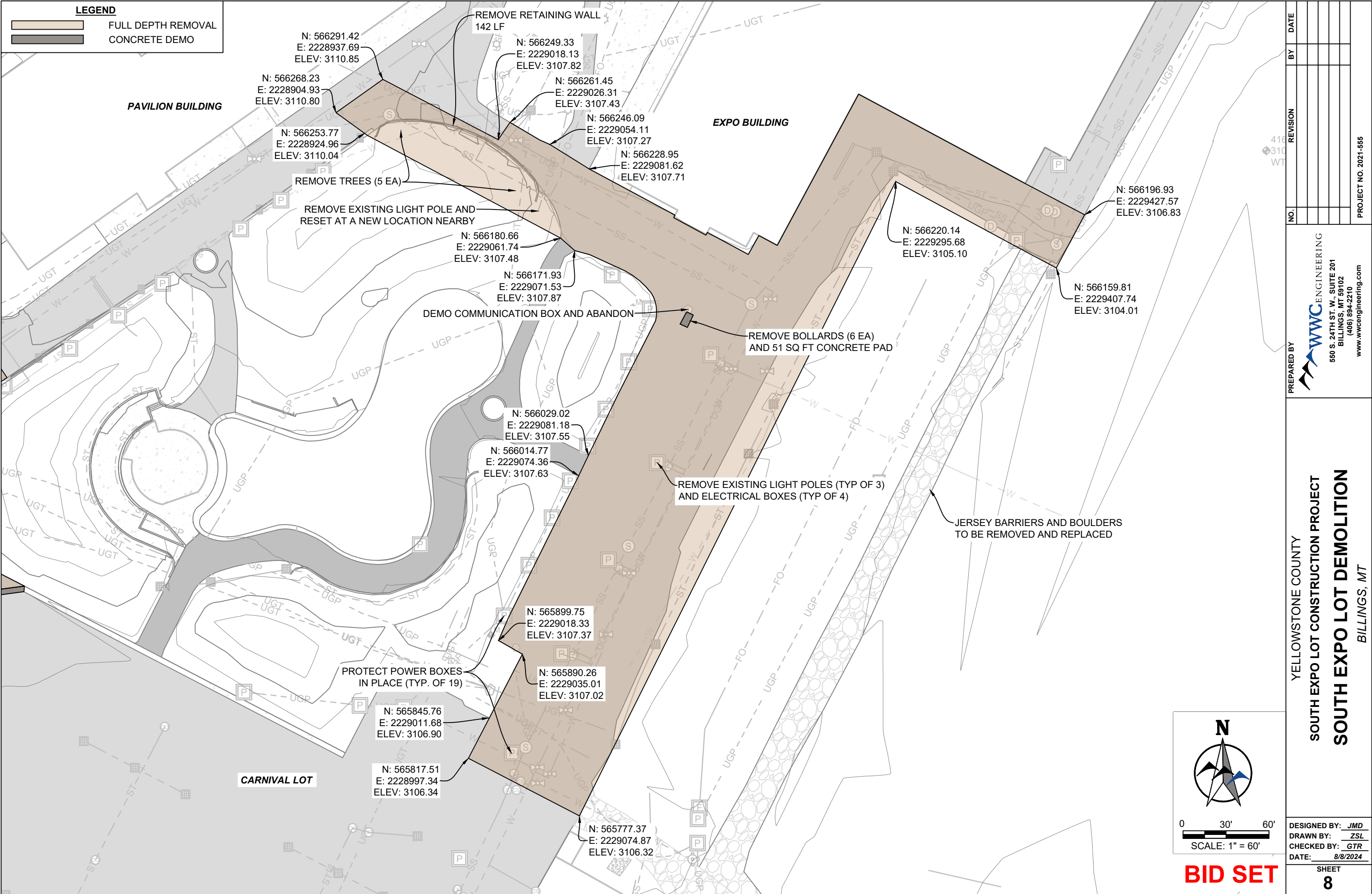
YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
**SUMMARY TABLES**  
BILLINGS, MT

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

NO. REVISION BY DATE  
PROJECT NO. 2021-555



K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\GCAD\Sheets\PLAN\_SET\05\_South Expo Lot\03\_DEMO\21555\_05-DEMO.dwg DEMO 8/1/2024 2:16:59 PM



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CHECKED BY: GTR

DATE: 8/8/2024

PROJECT NO. 2021-555

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WVCENGINEERING

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BILLINGS, MT 59102

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YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

SOUTH EXPO LOT DEMOLITION

BILLINGS, MT

0

30'

60'

SCALE: 1" = 60'

N

BID SET

SHEET

8

YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

SOUTH EXPO LOT DEMOLITION

BILLINGS, MT

DESIGNED BY: JMD

DRAWN BY: ZSL

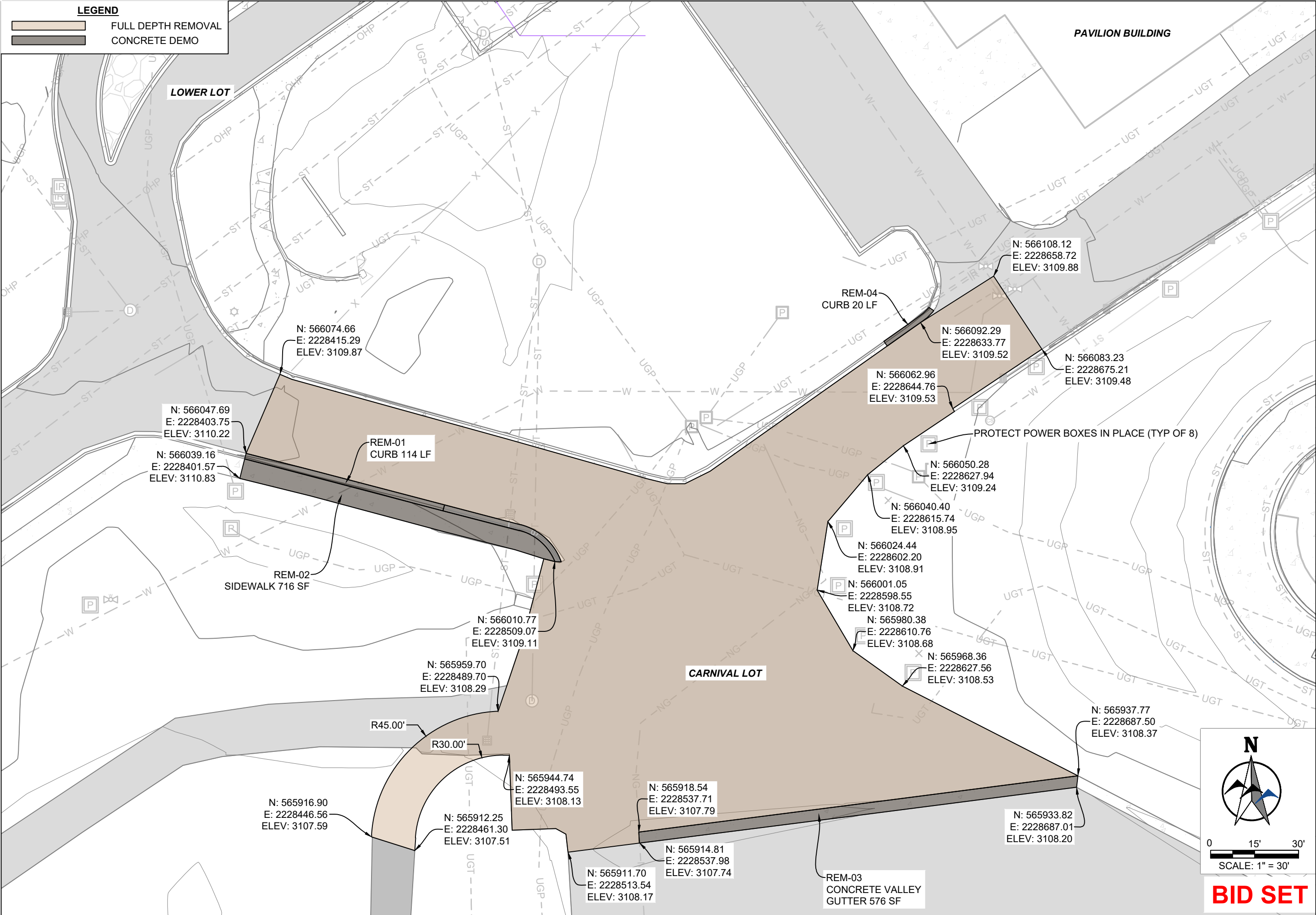
CHECKED BY: GTR

DATE: 8/8/2024

SHEET

8

K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\05CAD\Sheets\PLAN\_SET\05\_South Expo Lot\03\_DEMO\21555\_05-DEMO.dwg DEMO (2) 8/1/2024 2:16:59 PM



**BID SET**

0 15' 30'

SCALE: 1" = 30'

**N**

REVISION		BY	DATE
NO.			

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YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
**CARNIVAL LOT ENTRANCE DEMOLITION**  
BILLINGS, MT

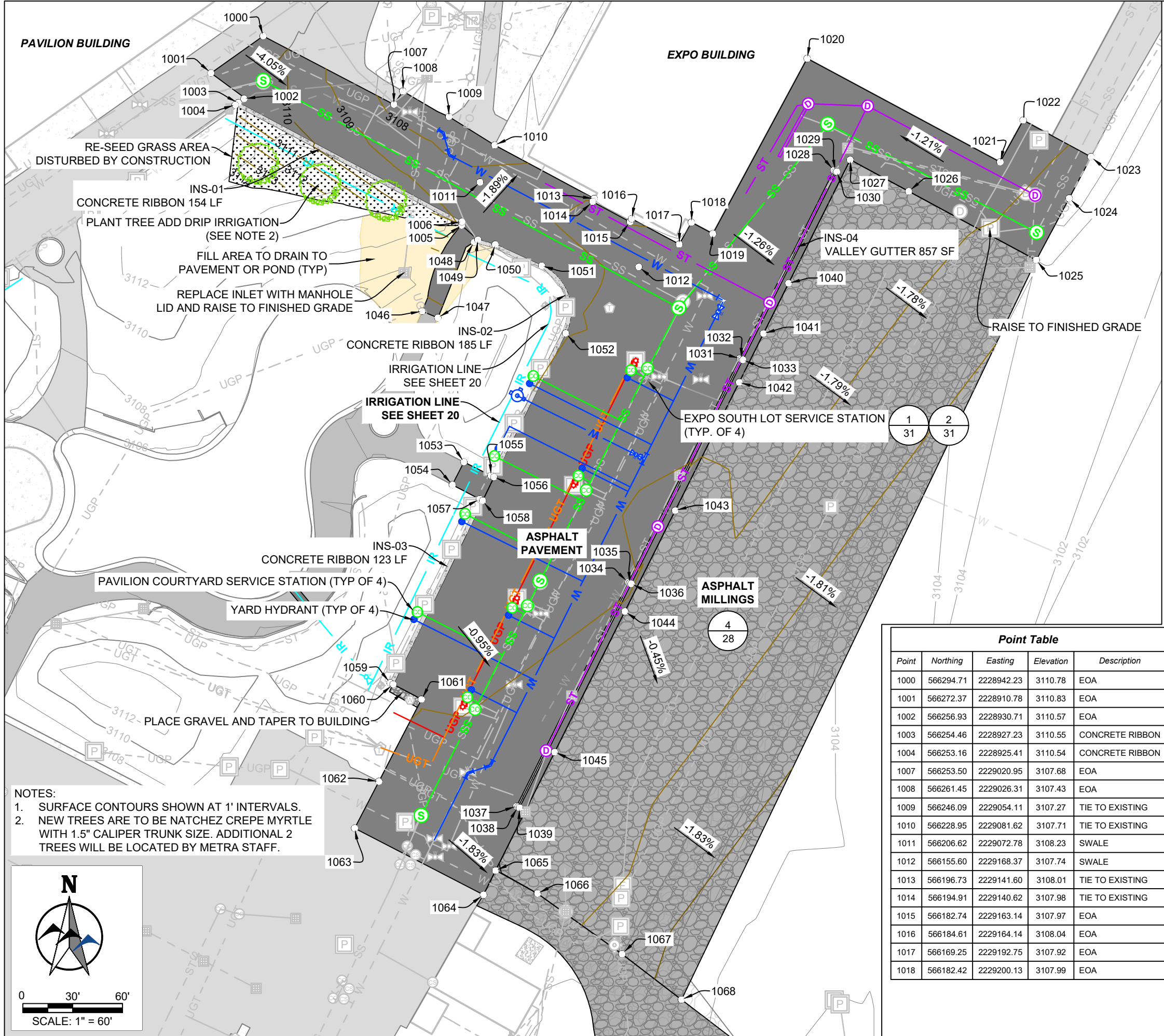
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CHECKED BY: GTR  
DATE: 8/8/2024

SHEET  
**9**

PROJECT NO. 2021-555



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Point Table				
Point	Northing	Easting	Elevation	Description
1000	566294.71	2228942.23	3110.78	EOA
1001	566272.37	2228910.78	3110.83	EOA
1002	566256.93	2228930.71	3110.57	EOA
1003	566254.46	2228927.23	3110.55	CONCRETE RIBBON
1004	566253.16	2228925.41	3110.54	CONCRETE RIBBON
1007	566253.50	2229020.95	3107.68	EOA
1008	566261.45	2229026.31	3107.43	EOA
1009	566246.09	2229054.11	3107.27	TIE TO EXISTING
1010	566228.95	2229081.62	3107.71	TIE TO EXISTING
1011	566206.62	2229072.78	3108.23	SWALE
1012	566155.60	2229168.37	3107.74	SWALE
1013	566196.73	2229141.60	3108.01	TIE TO EXISTING
1014	566194.91	2229140.62	3107.98	TIE TO EXISTING
1015	566182.74	2229163.14	3107.97	EOA
1016	566184.61	2229164.14	3108.04	EOA
1017	566169.25	2229192.75	3107.92	EOA
1018	566182.42	2229200.13	3107.99	EOA

Point Table				
Point	Northing	Easting	Elevation	Description
1019	566175.57	2229212.95	3107.73	EOA
1020	566281.15	2229269.80	3107.96	EOA
1021	566218.77	2229386.02	3107.62	EOA
1022	566243.98	2229399.85	3107.92	EOA
1023	566221.92	2229440.71	3106.64	EOA
1024	566196.93	2229427.57	3106.35	EOA
1025	566159.81	2229407.74	3106.39	EOA/EOAM
1026	566201.13	2229330.90	3107.72	EOA/EOAM
1027	566220.14	2229295.68	3107.24	EOA/EOAM
1028	566213.86	2229285.85	3107.26	VALLEY GUTTER
1029	566213.42	2229286.75	3107.21	VALLEY GUTTER
1030	566212.97	2229287.64	3107.26	VALLEY GUTTER
1031	566100.53	2229229.33	3107.40	VALLEY GUTTER
1032	566100.08	2229230.22	3107.40	VALLEY GUTTER
1033	566099.63	2229231.12	3107.40	VALLEY GUTTER
1034	565965.61	2229162.04	3107.08	VALLEY GUTTER
1035	565965.16	2229162.94	3107.08	VALLEY GUTTER
1036	565964.71	2229163.83	3107.08	VALLEY GUTTER
1037	565830.69	2229094.76	3106.48	VALLEY GUTTER
1038	565830.24	2229095.65	3106.48	VALLEY GUTTER
1039	565829.79	2229096.55	3106.48	VALLEY GUTTER
1040	566145.77	2229258.60	3107.07	EOA/EOAM
1041	566115.50	2229243.50	3107.19	EOA/EOAM
1042	566086.07	2229228.82	3107.28	EOA/EOAM
1043	566008.86	2229190.32	3106.80	EOA/EOAM
1044	565948.07	2229160.00	3106.92	EOA/EOAM
1045	565863.33	2229117.74	3106.40	EOA/EOAM
1046	566128.91	2229037.88	3106.63	TIE TO EXISTING
1047	566124.93	2229047.40	3106.66	TIE TO EXISTING
1048	566170.49	2229069.20	3108.89	CONCRETE RIBBON
1049	566171.93	2229071.53	3108.85	CONCRETE RIBBON
1050	566169.15	2229081.95	3108.75	CONCRETE RIBBON
1051	566156.28	2229110.00	3108.47	PC
1052	566115.63	2229124.34	3108.03	PT
1053	566038.11	2229063.07	3107.38	TIE TO EXISTING
1054	566024.32	2229056.14	3107.10	TIE TO EXISTING
1055	566029.92	2229079.39	3107.92	CONCRETE RIBBON
1056	566029.02	2229081.18	3107.89	CONCRETE RIBBON
1057	566015.70	2229072.59	3107.99	CONCRETE RIBBON
1058	566014.77	2229074.36	3107.96	CONCRETE RIBBON
1059	565905.08	2229018.70	3107.57	CONCRETE RIBBON
1060	565904.20	2229020.50	3107.54	CONCRETE RIBBON
1061	565895.12	2229037.59	3107.28	EOA
1062	565845.64	2229011.91	3106.91	TIE TO EXISTING
1063	565817.51	2228997.34	3106.34	TIE TO EXISTING
1064	565777.37	2229074.87	3106.32	TIE TO EXISTING
1065	565792.02	2229082.18	3106.27	EOAM
1066	565778.19	2229107.42	3106.36	EOAM
1067	565741.68	2229158.32	3105.67	EOAM
1068	565714.21	2229194.12	3104.45	EOAM

**BID SET**

YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

SOUTH EXPO LOT GRADING AND IMPROVEMENTS

BILLINGS, MT

PREPARED BY

WVCENGINEERING

550 S. 24TH ST. W., SUITE 201  
BILLINGS, MT 59102  
(406) 884-2210  
www.wvcengineering.com

DESIGNED BY: JMD

DRAWN BY: ZSL

CHECKED BY: GTR

DATE: 8/8/2024

NO.


REVISION

BY

DATE

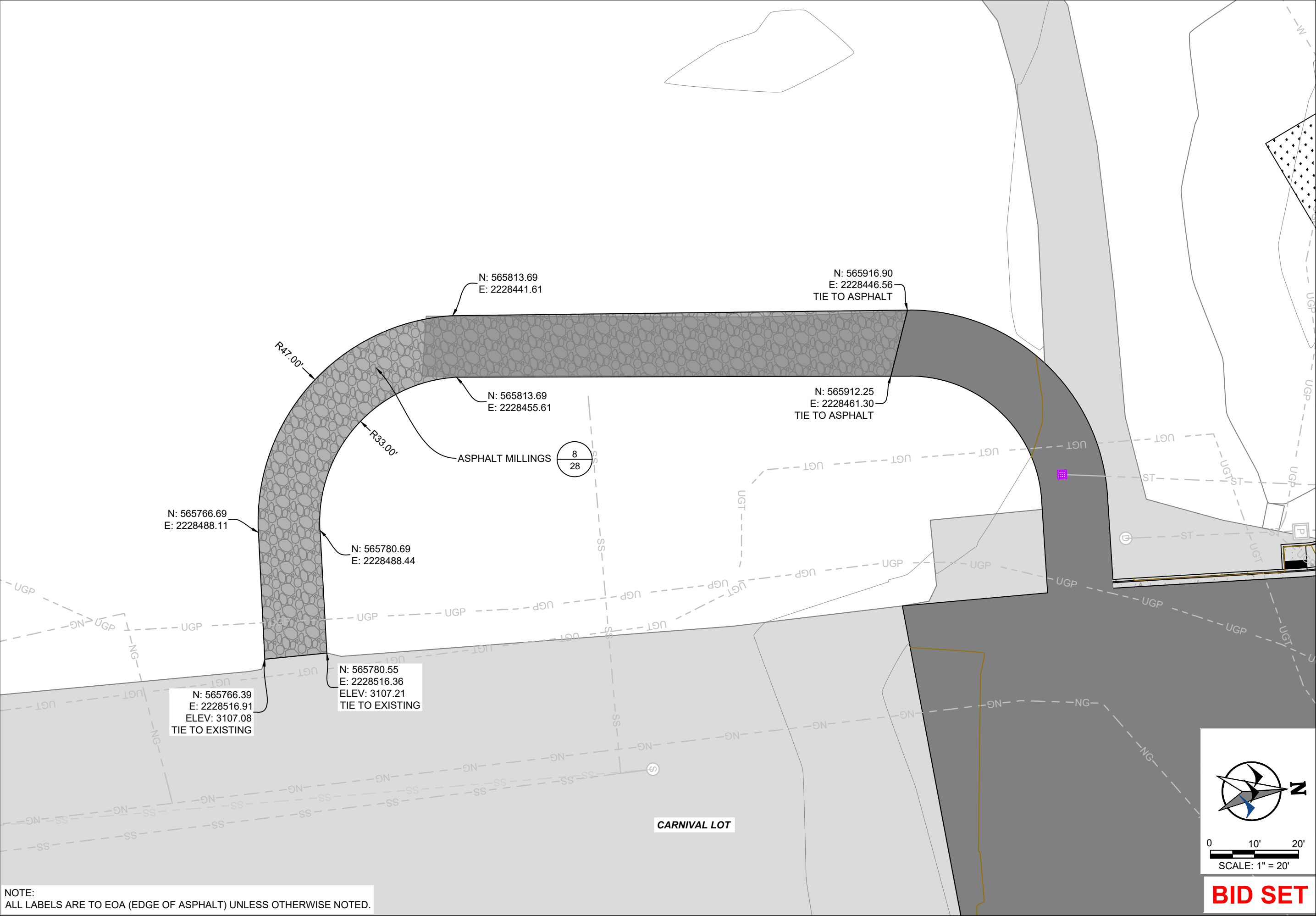
PROJECT NO. 2021-555

SHEET 10

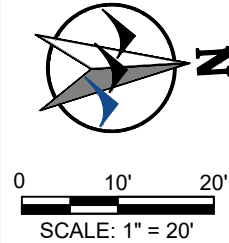
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			NO.	REVISION	BY	DATE
PROJECT NO. 2021-555						
SHEET						
11						



K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\05CAD\Sheets\PLAN\_SET\05\_South Expo Lot\04\_IMPROVEMENTS\21555\_05-IMPROV.dwg PATHWAY MILLINGS 8/8/2024 9:33:41 AM



NOTE:  
ALL LABELS ARE TO EOA (EDGE OF ASPHALT) UNLESS OTHERWISE NOTED.



**BID SET**

YELLOWSTONE COUNTY			
SOUTH EXPO LOT CONSTRUCTION PROJECT			
PATHWAY MILLINGS ADDITION GRADING			
BILLINGS, MT			
DESIGNED BY: <u>JMD</u>		PROJECT NO. 2021-555	
DRAWN BY: <u>ZSL</u>			
CHECKED BY: <u>GTR</u>			
DATE: <u>8/8/2024</u>			
SHEET			
12			

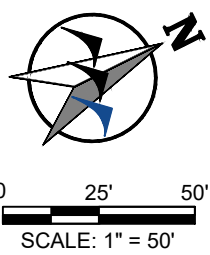
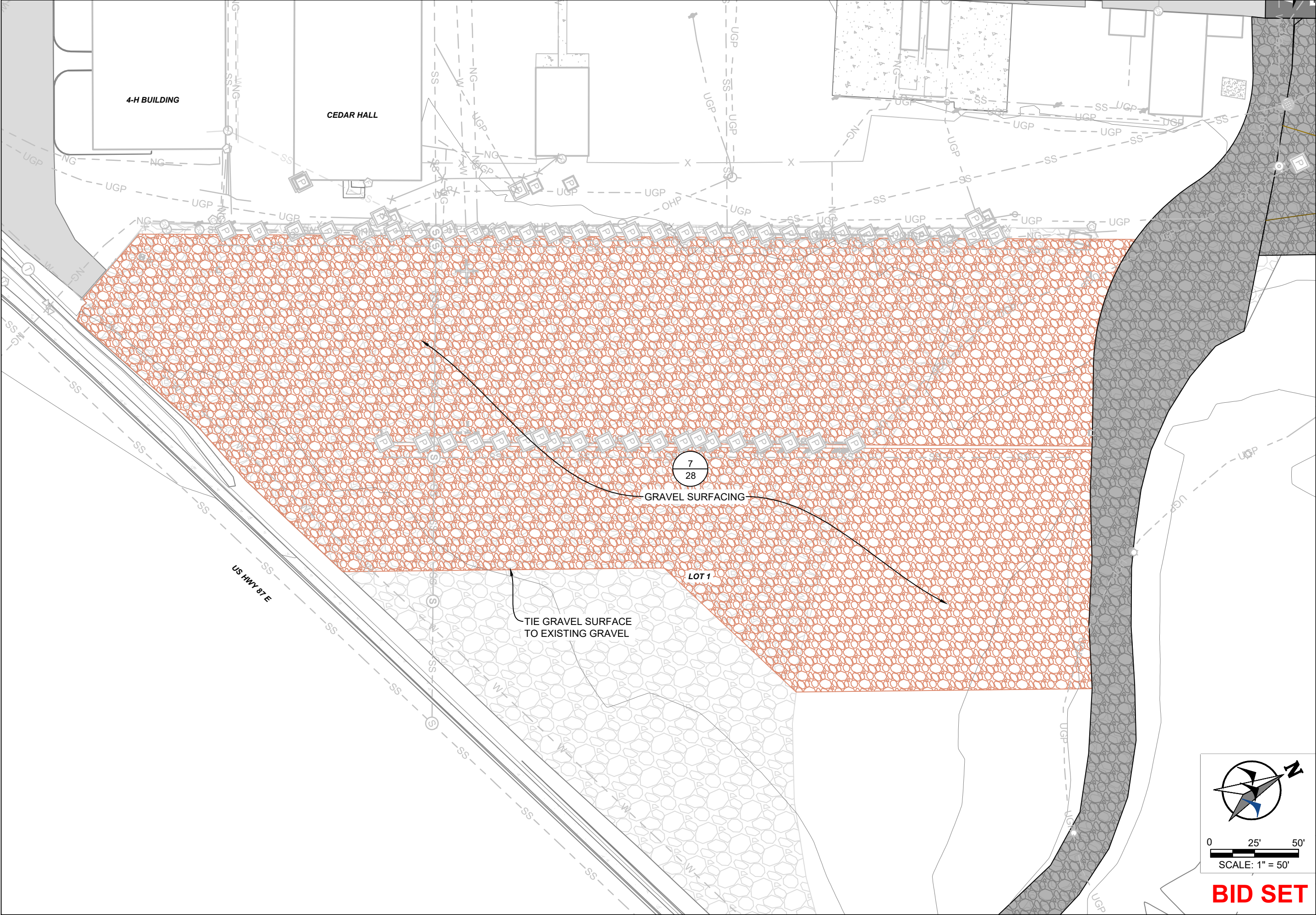
PREPARED BY

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NO.	REVISION	BY	DATE



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**BID SET**


YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

**LOT 1 IMPROVEMENTS**

BILLINGS, MT

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DESIGNED BY: JMD

DRAWN BY: ZSL

CHECKED BY: GTR

DATE: 8/8/2024

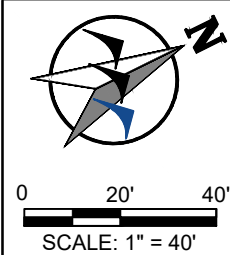
SHEET

**13**

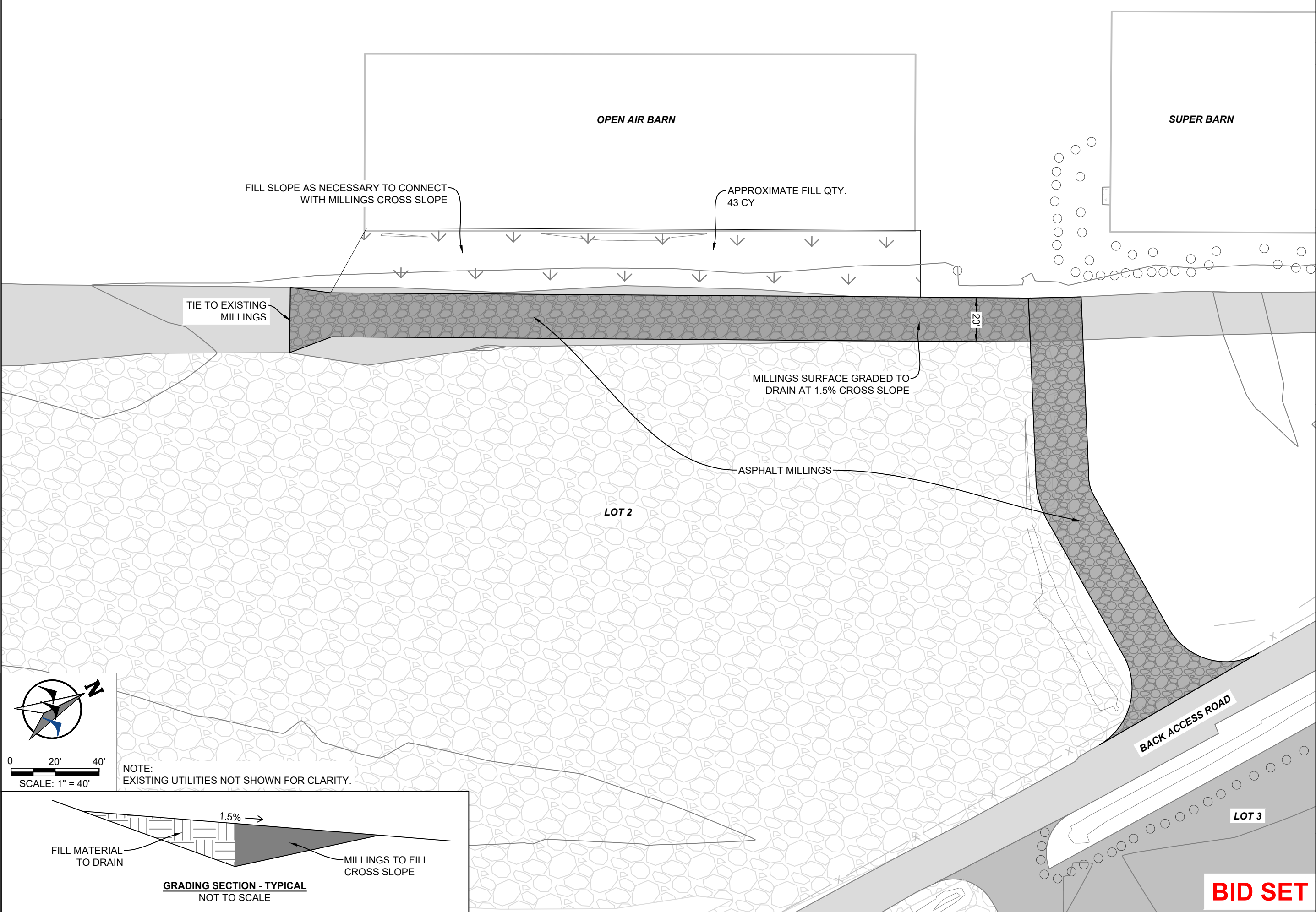
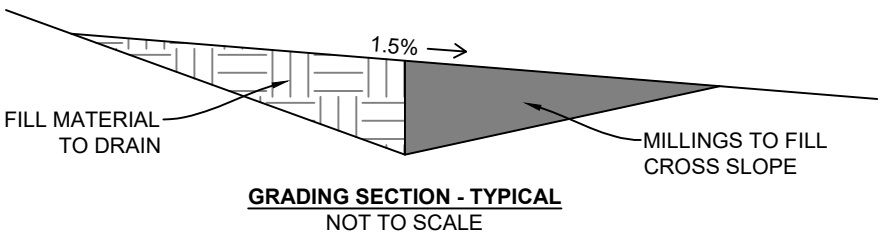
PROJECT NO. 2021-555



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NOTE:  
EXISTING UTILITIES NOT SHOWN FOR CLARITY.



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YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
**OPEN AIR BARN ROAD IMPROVEMENTS**  
BILLINGS, MT

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

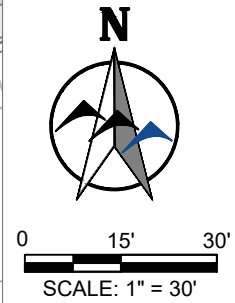
SHEET  
**14**

NO.	REVISION	BY	DATE
PROJECT NO. 2021-555			

**BID SET**



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**BID SET**

YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

**CARNIVAL LOT WATER SERVICE IMPROVEMENTS**

BILLINGS, MT

DESIGNED BY: JMD

DRAWN BY: ZSL

CHECKED BY: GTR

DATE: 8/8/2024

SHEET  
**15**

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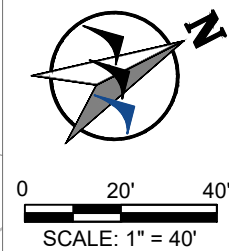
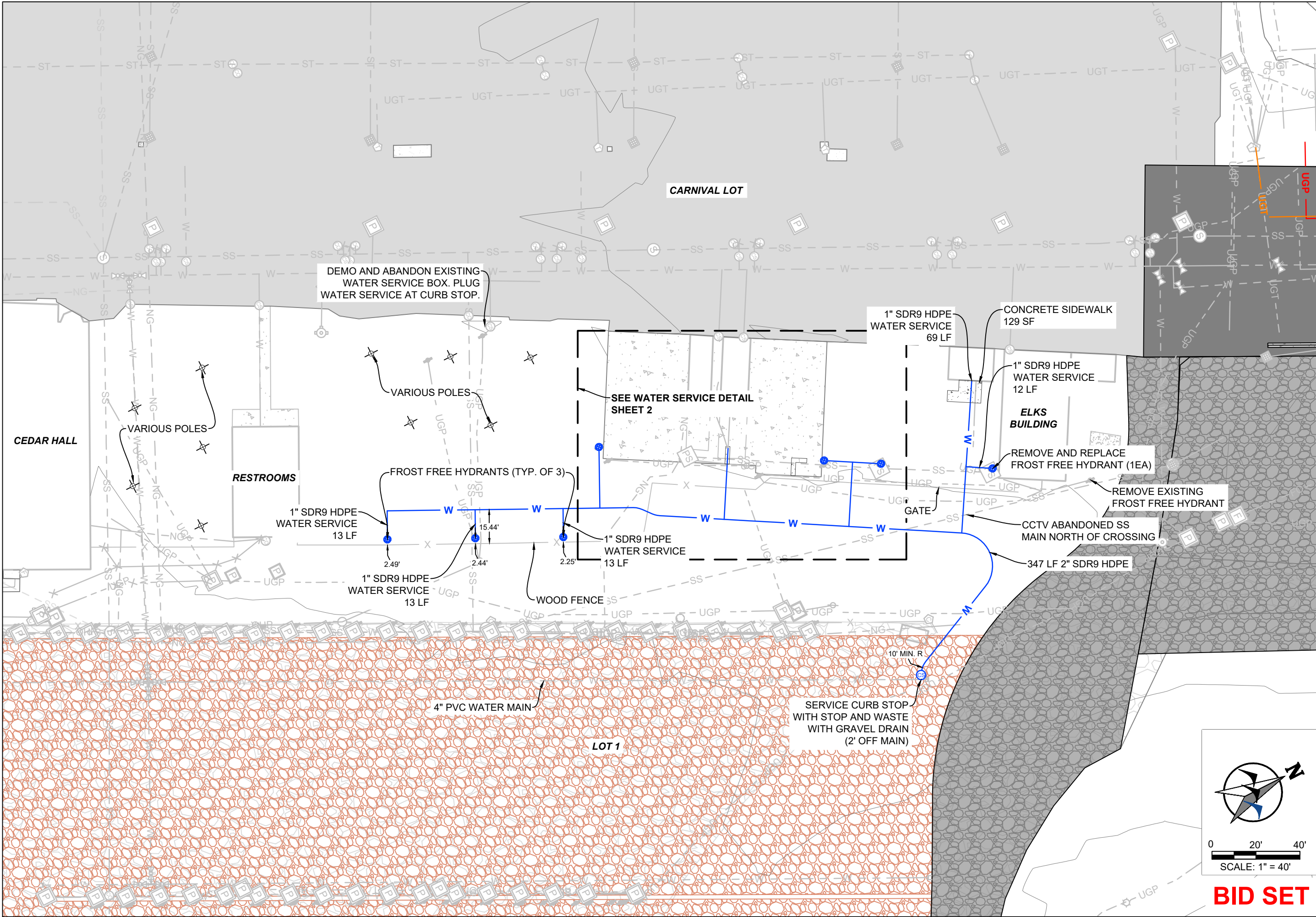
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NO.	REVISION	BY	DATE


PROJECT NO. 2021-555



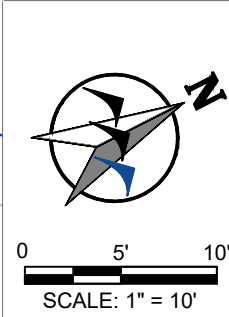
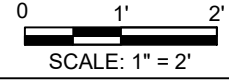
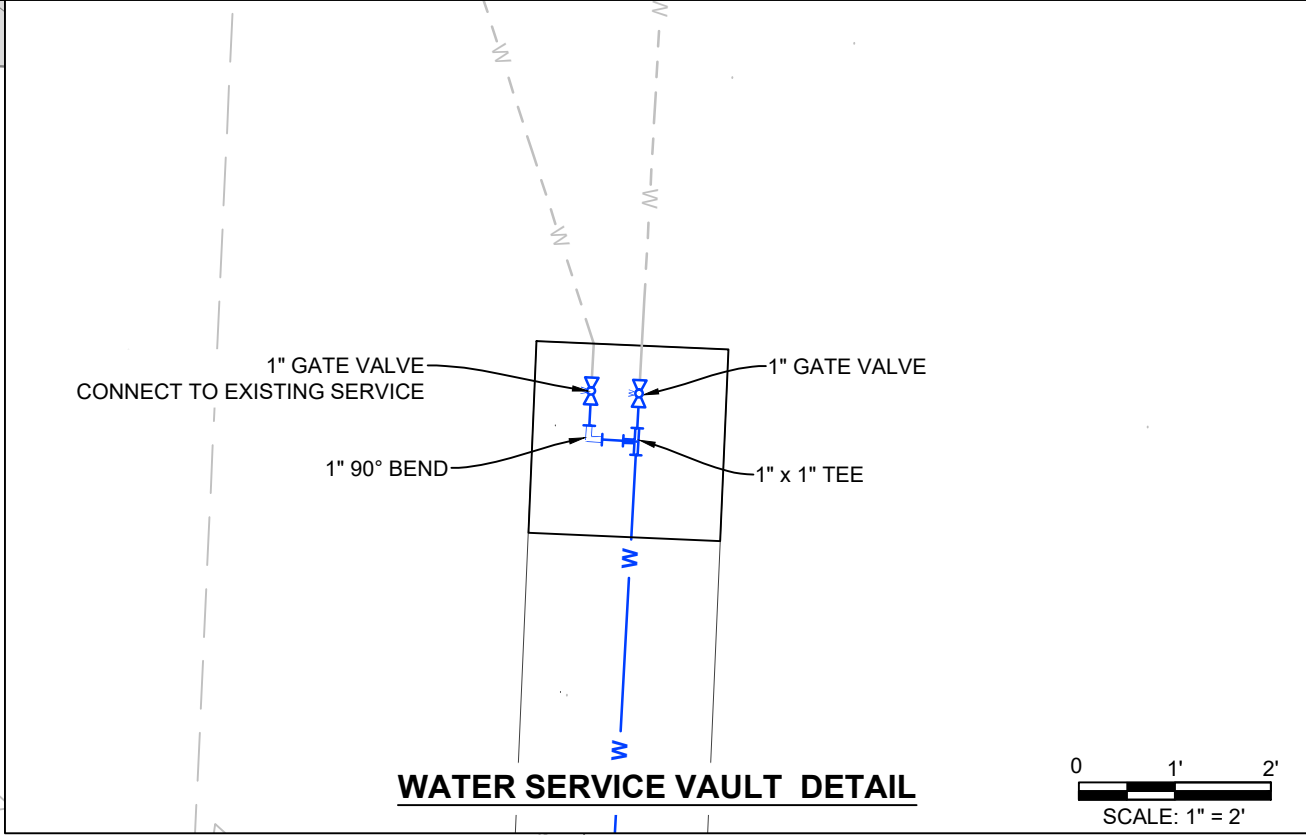
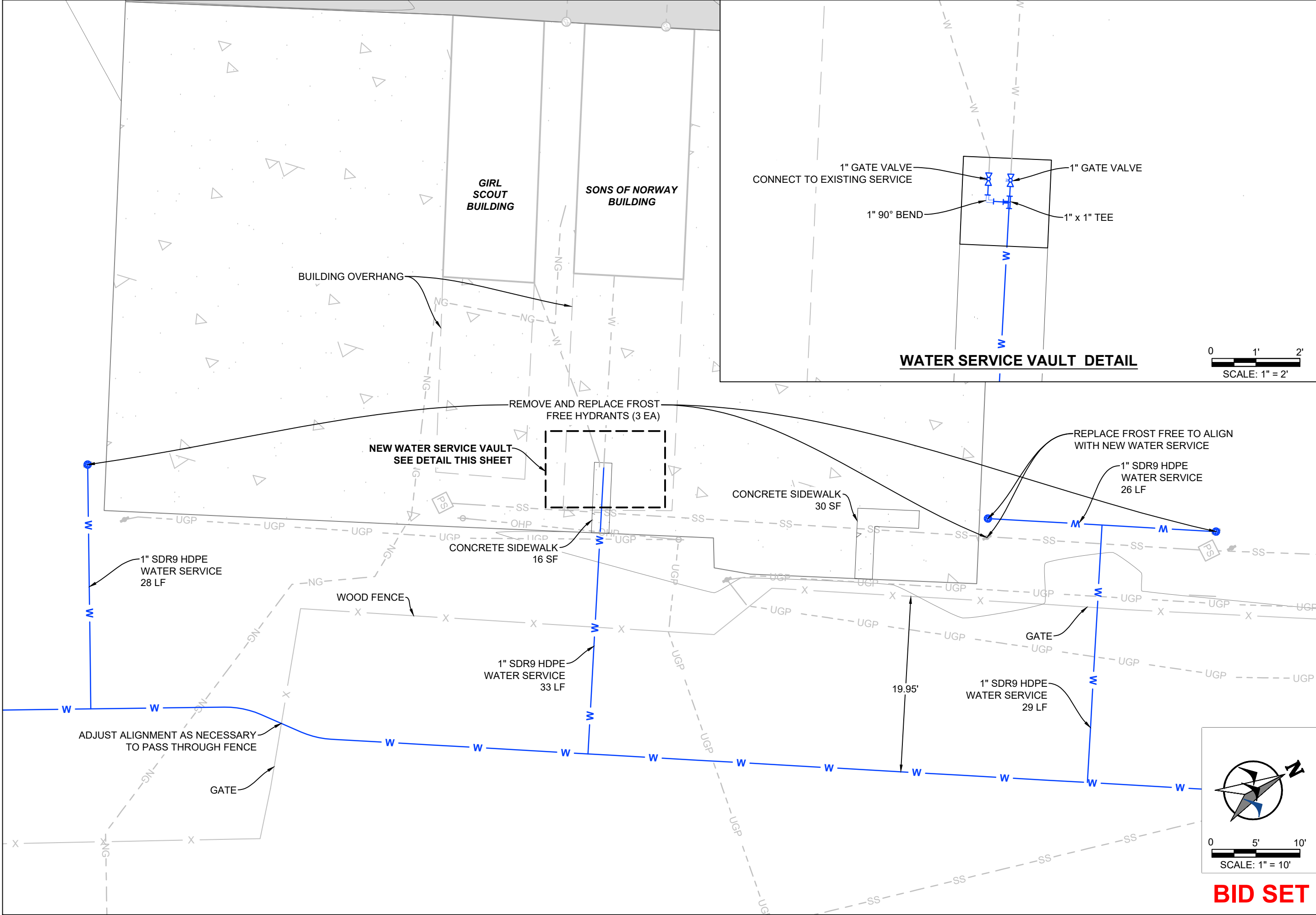
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**BID SET**

YELLOWSTONE COUNTY			
SOUTH EXPO LOT CONSTRUCTION PROJECT			
CARNIVAL LOT WATER SERVICE IMPROVEMENTS			
BILLINGS, MT			
PREPARED BY  WWC ENGINEERING			
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DRAWN BY: ZSL			
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DATE: 8/8/2024			
SHEET			
16			

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**BID SET**

YELLOWSTONE COUNTY			
SOUTH EXPO LOT CONSTRUCTION PROJECT			
CARNIVAL LOT WATER SERVICE IMPROVEMENTS			
BILLINGS, MT			
DESIGNED BY:	JMD		
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DATE:	8/8/2024		
SHEET		17	

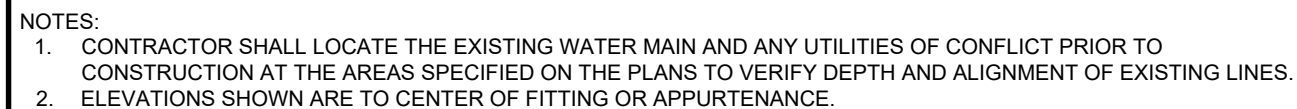
NO.	REVISION	BY	DATE


PREPARED BY

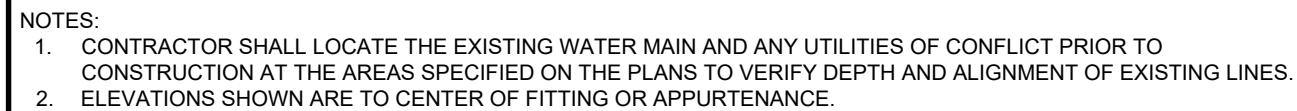
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PROJECT NO. 2021-555

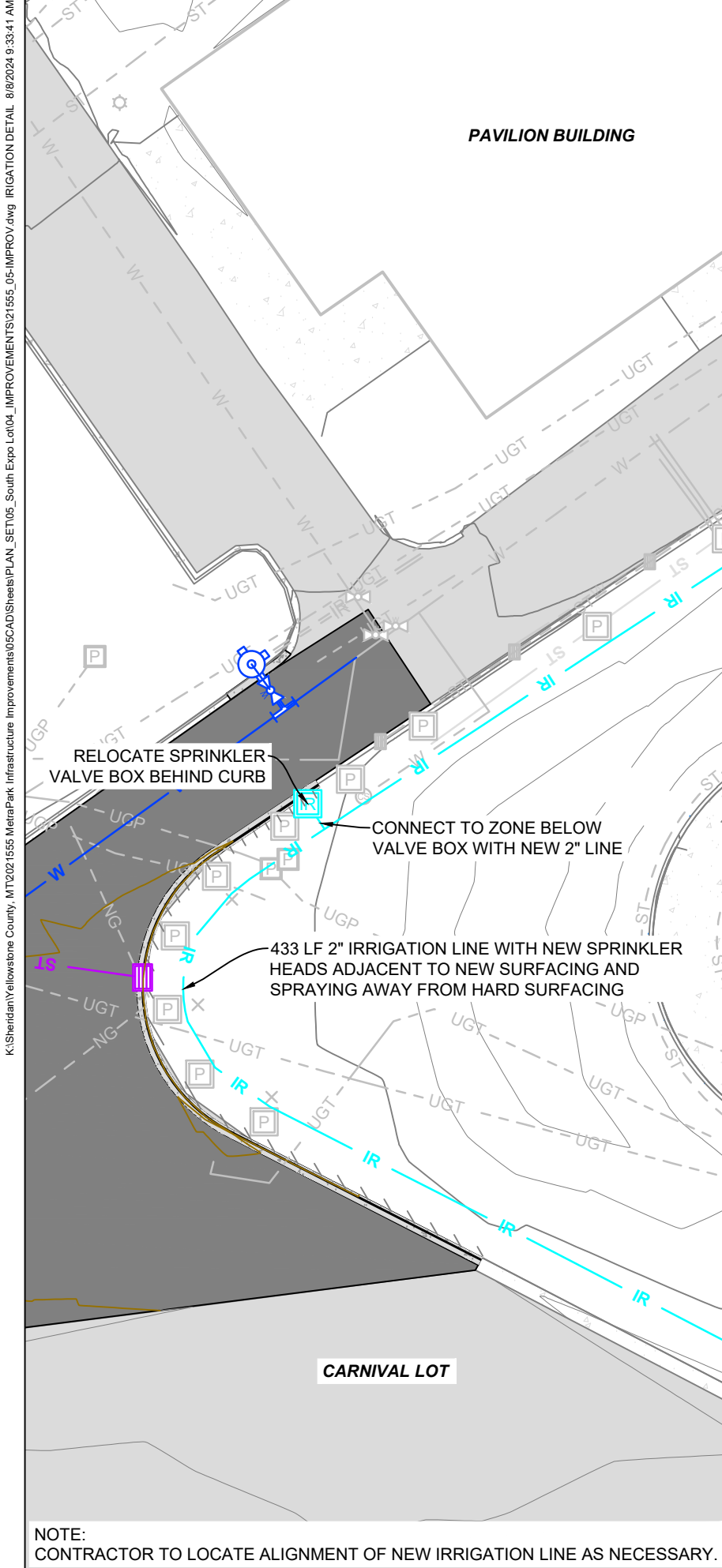




<p>YELLOWSTONE COUNTY</p> <p><b>SOUTH EXPO LOT CONSTRUCTION PROJECT</b></p> <p><b>WATER PLAN AND PROFILE</b></p> <p><i>BILLINGS, MT</i></p>	<p>DESIGNED BY: <u>JMD</u></p> <p>DRAWN BY: <u>ZSL</u></p> <p>CHECKED BY: <u>GTR</u></p> <p>DATE: <u>8/8/2024</u></p>		<p>PREPARED BY</p>  <p><b>WWC</b>ENGINEERING</p> <p>550 S. 24TH ST. W., SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com</p>		<p>NO.</p>	<p>REVISION</p>	<p>BY</p>	<p>DATE</p>
		<p>PROJECT NO. 2021-555</p>						
<p>SHEET</p> <p><b>18</b></p>								







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YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

PAVILION COURTYARD IRRIGATION IMPROVEMENTS

BILLINGS, MT

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

0 20' 40'


SCALE: 1" = 40'

**BID SET**

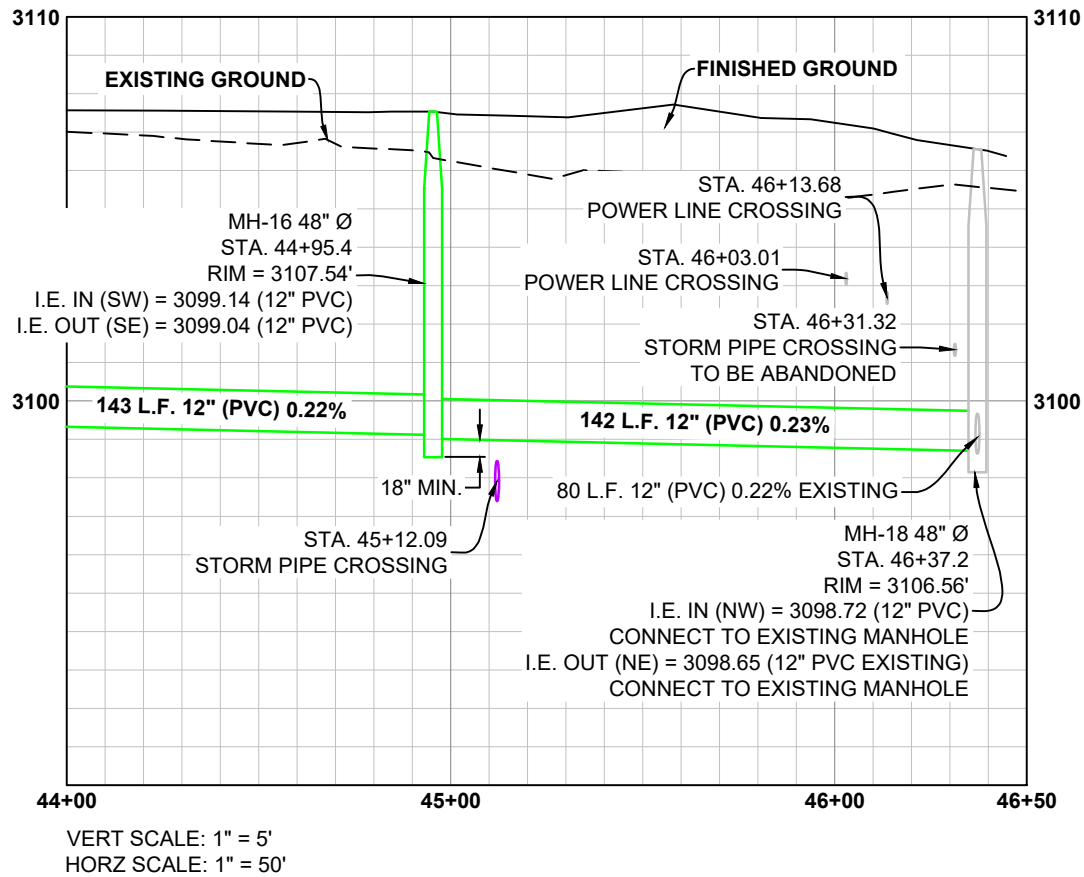
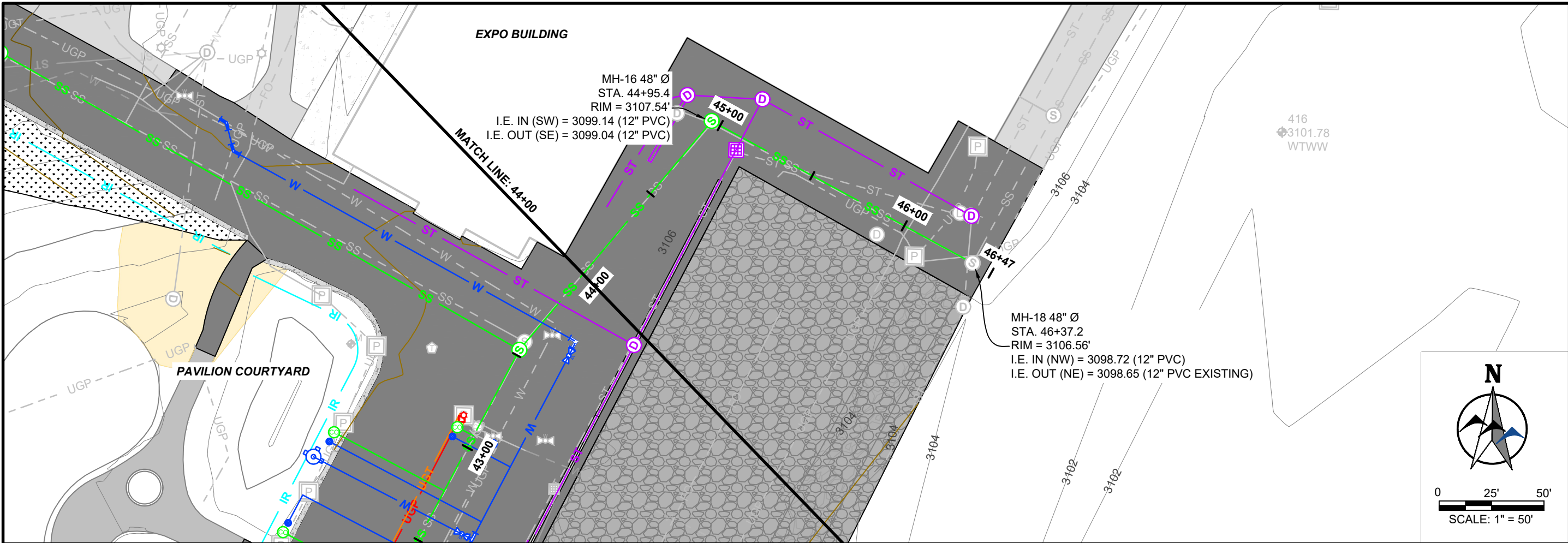
NO.	REVISION	BY	DATE
PROJECT NO. 2021-555			





<p>DESIGNED BY: <u>JMD</u></p> <p>DRAWN BY: <u>ZSL</u></p> <p>CHECKED BY: <u>GTR</u></p> <p>DATE: <u>8/8/2024</u></p>	<p>YELLOWSTONE COUNTY</p> <p>SOUTH EXPO LOT CONSTRUCTION PROJECT</p> <p><b>SANITARY SEWER PLAN AND PROFILE</b></p> <p><i>BILLINGS, MT</i></p>			<p>PREPARED BY</p>  <p><b>WWC</b> ENGINEERING</p> <p>550 S. 24TH ST. W., SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com</p>			NO.	BY	DATE
			PROJECT NO. 2021-555						

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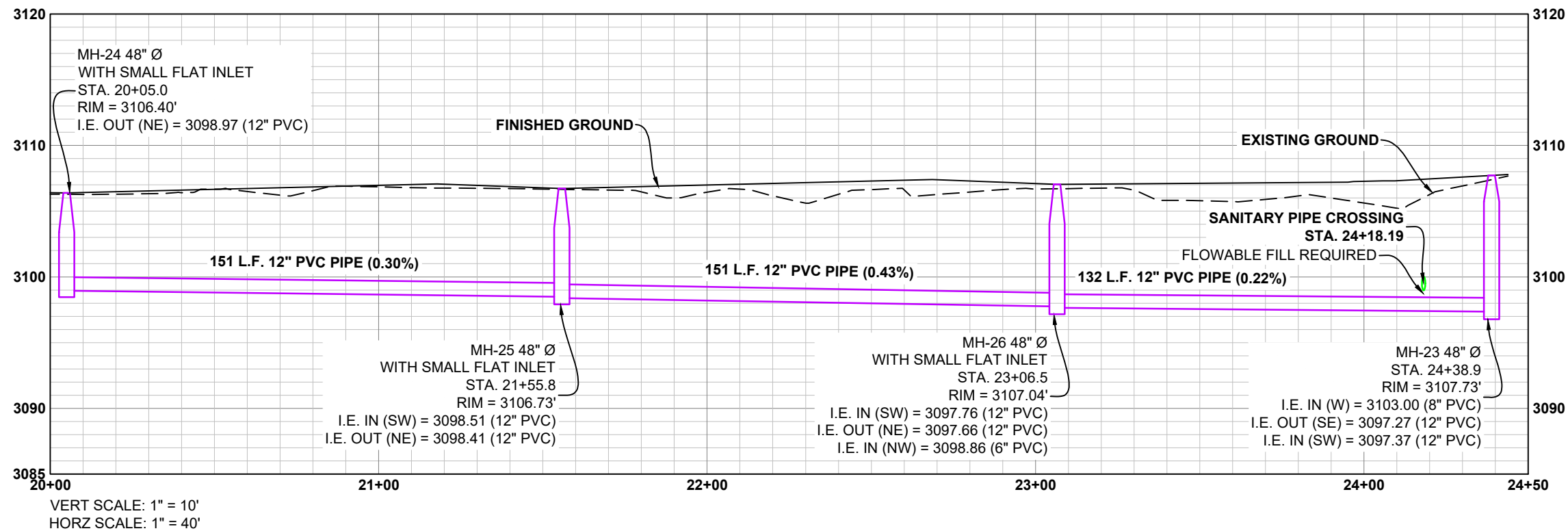
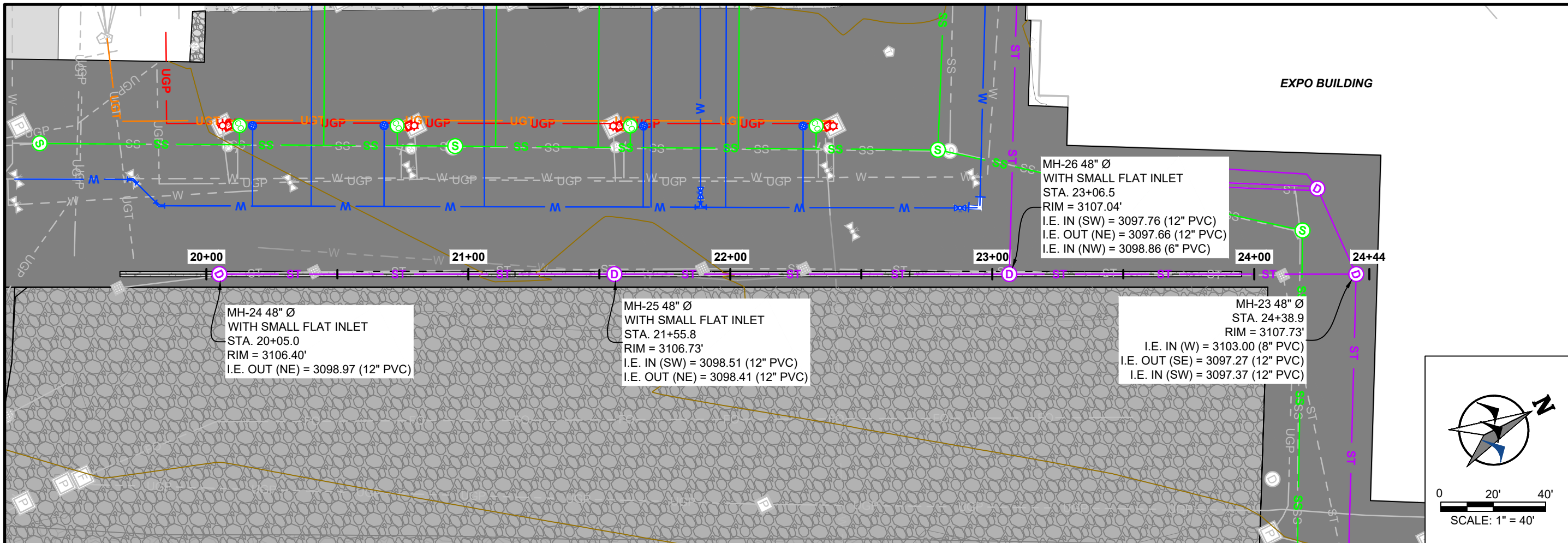
**BID SET**

REVISION		BY	DATE
NO.			
PROJECT NO. 2021-555			
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DRAWN BY: ZSL			
CHECKED BY: GTR			
DATE: 8/8/2024			
SHEET			
22			



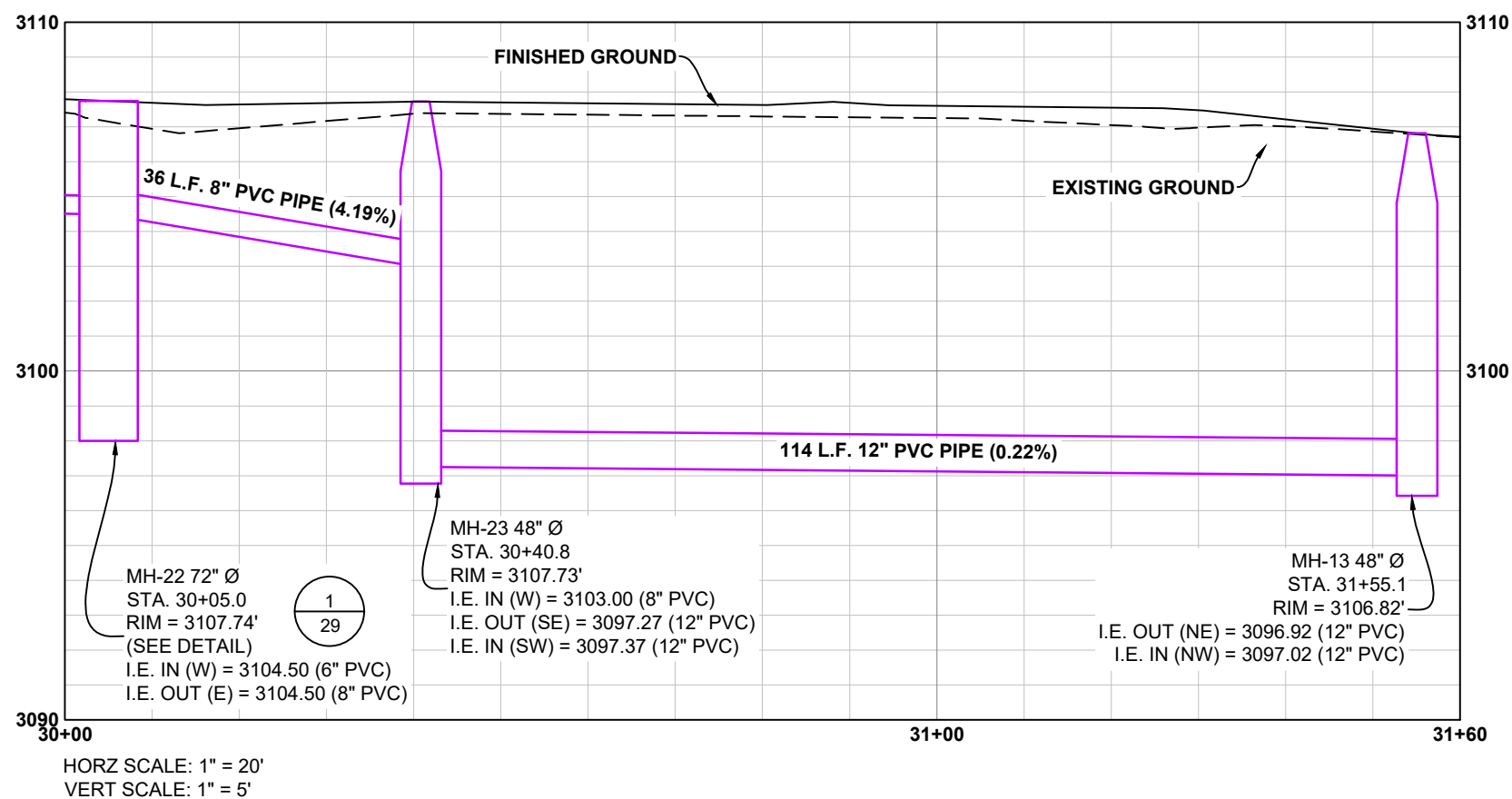
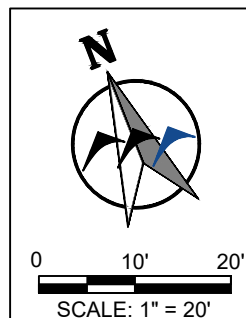
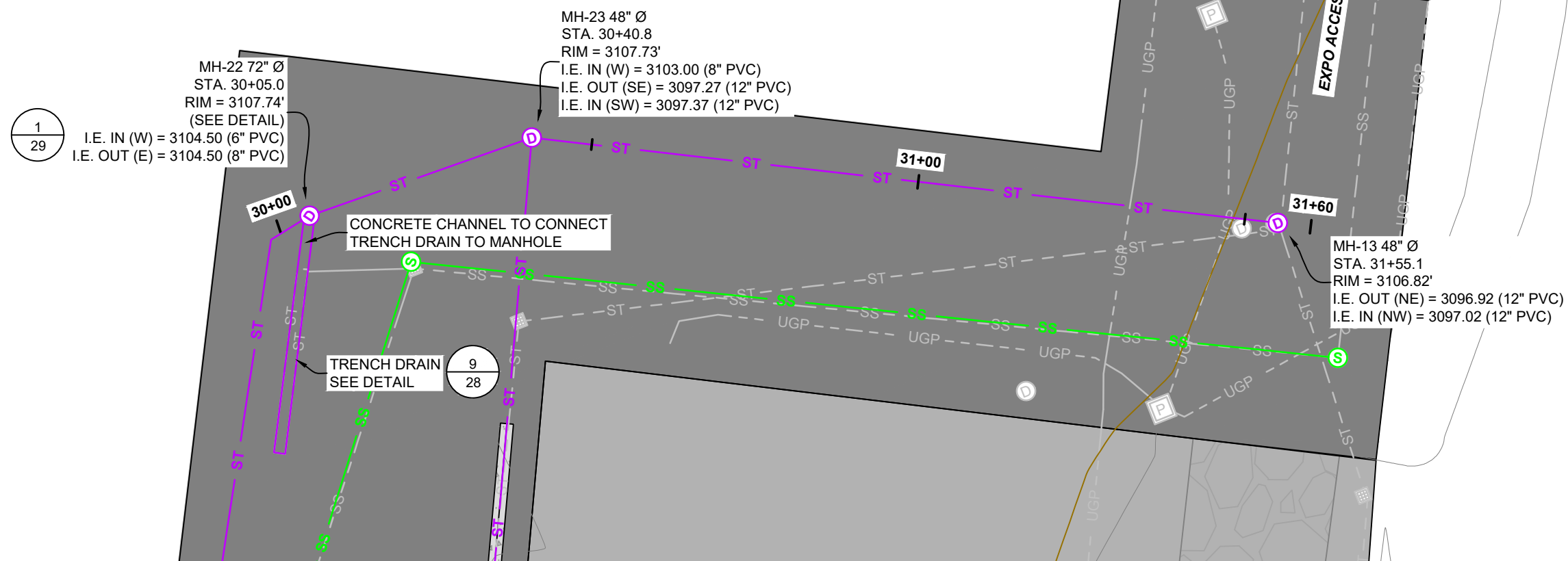


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**BID SET**

REVISION		BY	DATE
NO.			
PROJECT NO. 2021-555			
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DESIGNED BY: <u>JMD</u>			
DRAWN BY: <u>ZSL</u>			
CHECKED BY: <u>GTR</u>			
DATE: <u>8/8/2024</u>			
SHEET			
24			

**EXPO BUILDING**

## BID SET

[illegible]

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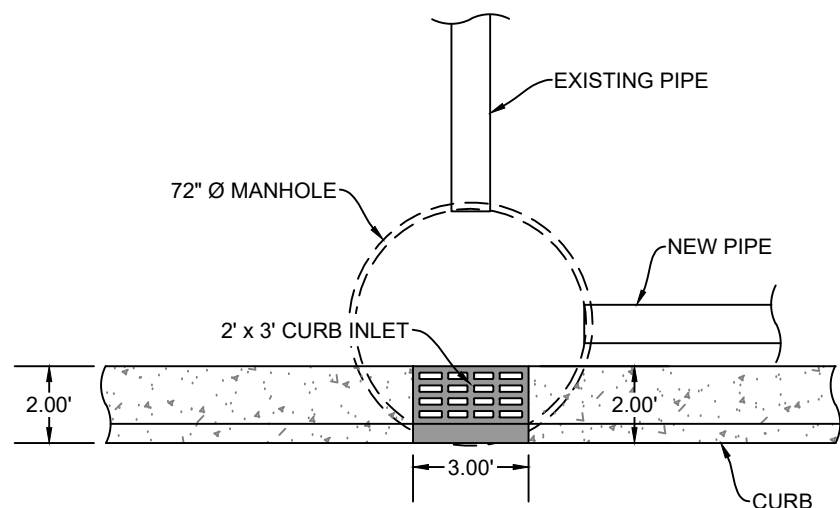
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YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
**STORM SEWER PLAN AND PROFILE**  
BILLINGS, MT

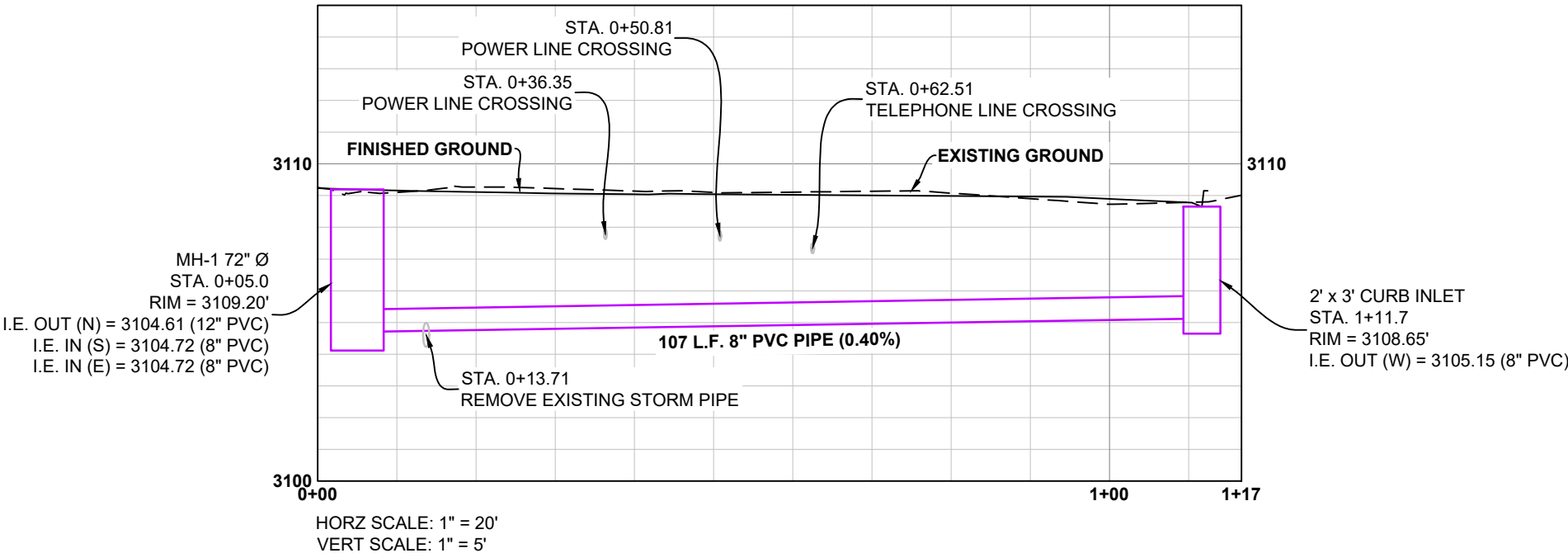
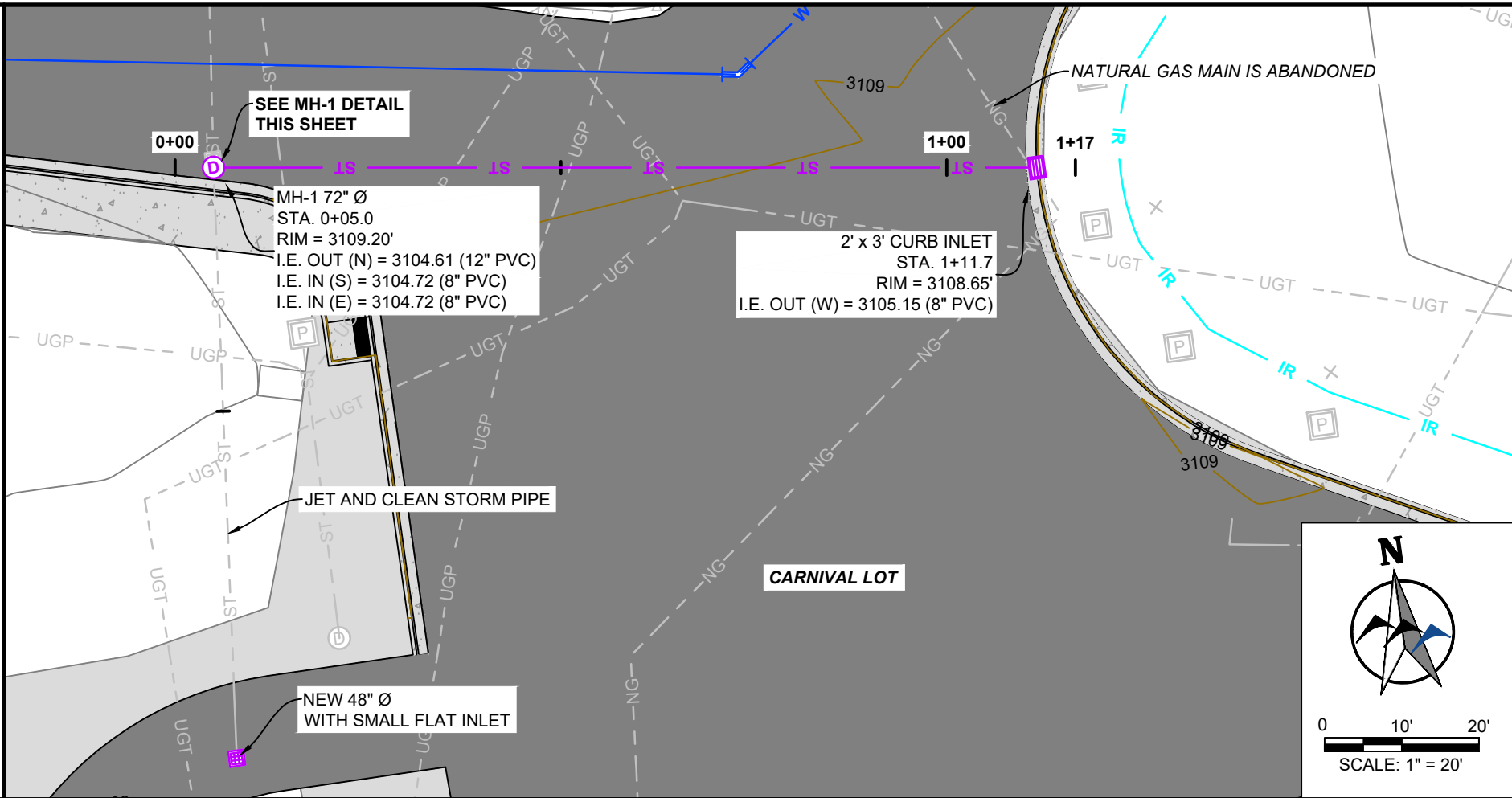
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DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

**SHEET**  
**25**

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MH-1 DETAIL



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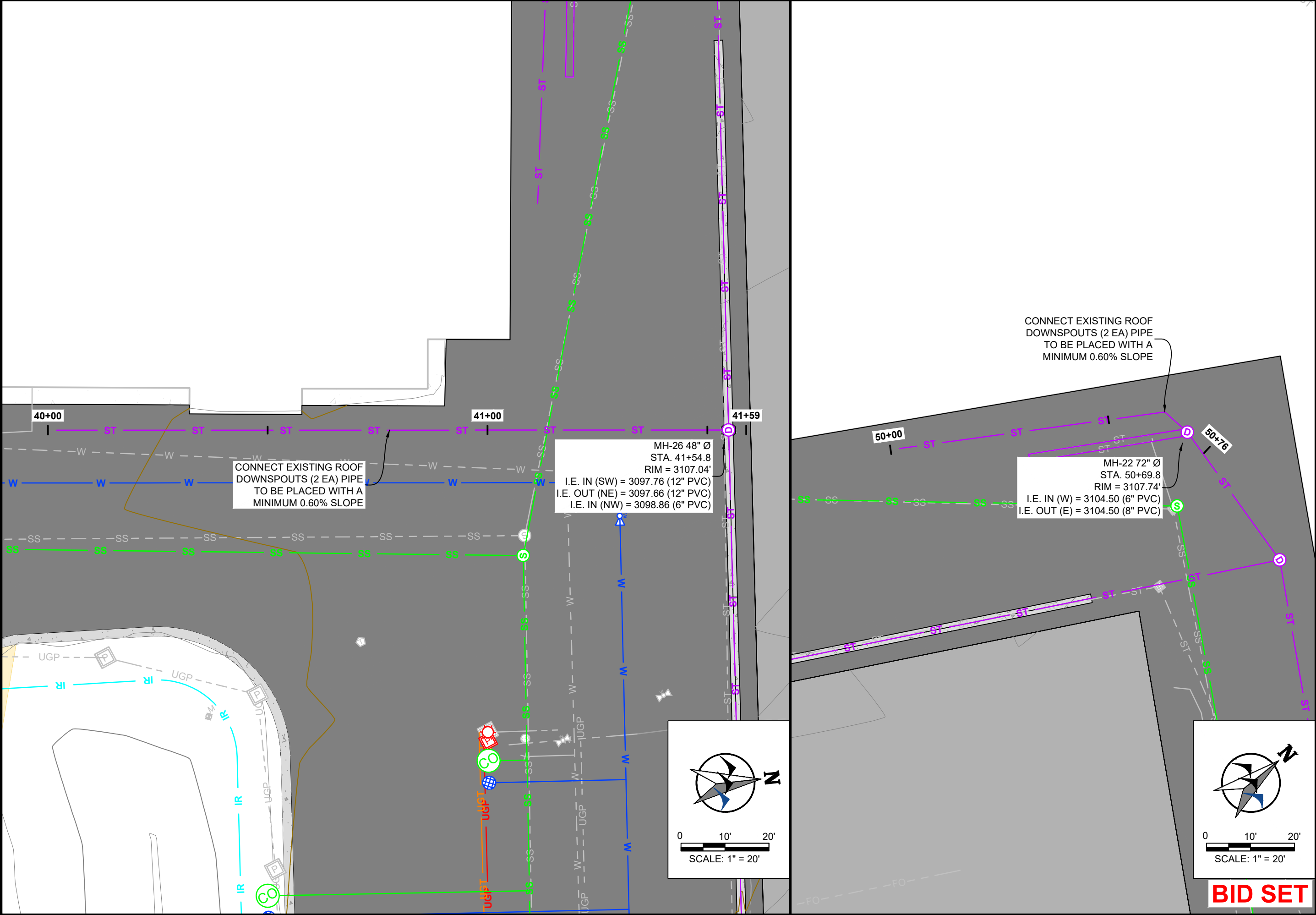
PROJECT NO. 2021-555

YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
STORM SEWER PLAN AND PROFILE  
BILLINGS, MT

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

SHEET  
26

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YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

STORM SEWER PLAN AND PROFILE

BILLINGS, MT

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

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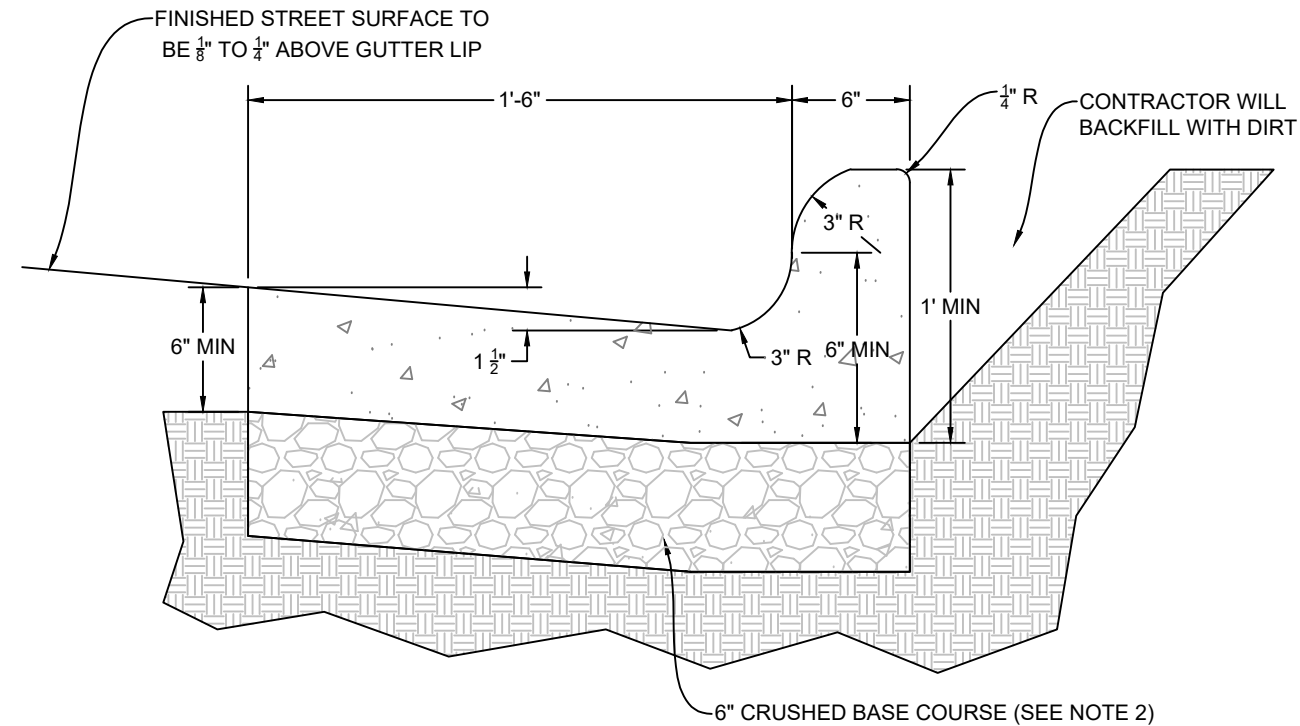

PROJECT NO. 2021-555

SHEET 27

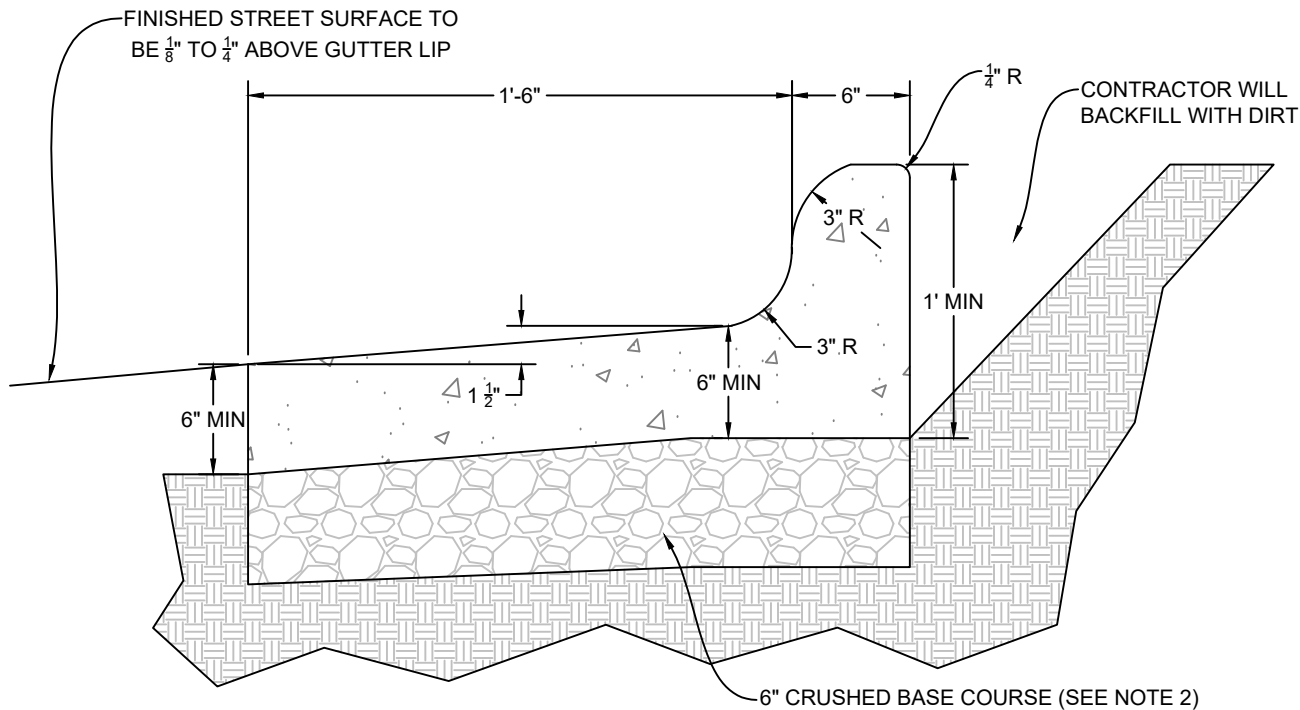
BID SET



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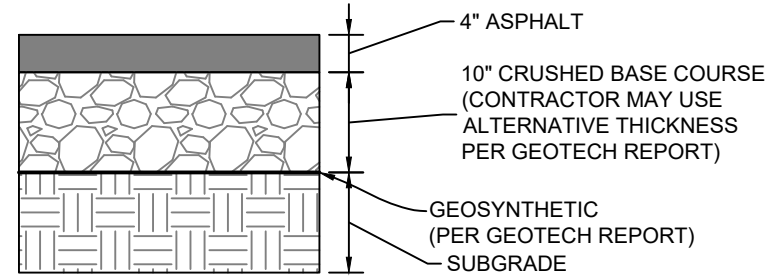
1 STANDARD CURB SECTION DETAIL  
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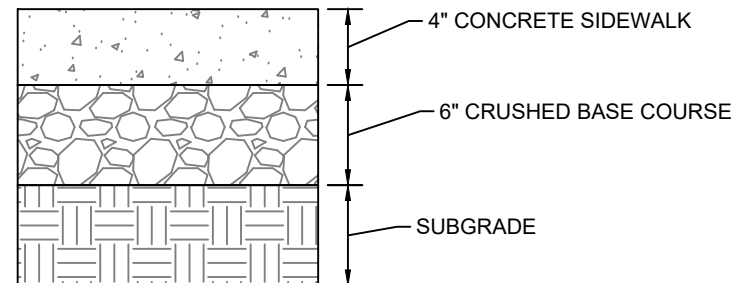
2 SPILL CURB SECTION DETAIL  
NOT TO SCALE

NOTES:

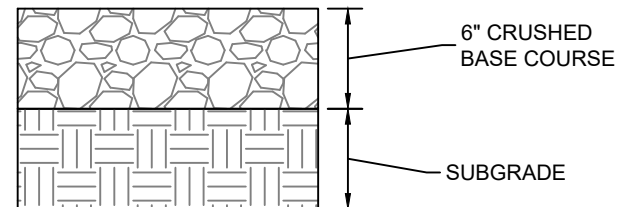
- EXCAVATION REQUIRED FOR CURB AND GUTTER SHALL BE INCIDENTAL TO THE "COMBINED CONCRETE CURB AND GUTTER" BID ITEM AS OUTLINED IN THE SPECIAL PROVISIONS.
- FOR NEW STREET CONSTRUCTION, EXTEND CRUSHED BASE COURSE TO THE BACK OF THE CURB. MINIMUM THICKNESS OF CRUSHED BASE COURSE BENEATH CURB AND GUTTER SHALL BE 6". FOR CURB AND GUTTER REPLACEMENT PROJECTS, PROVIDE A MINIMUM OF 6" OF CRUSHED BASE COURSE BENEATH NEW CURB AND GUTTER.



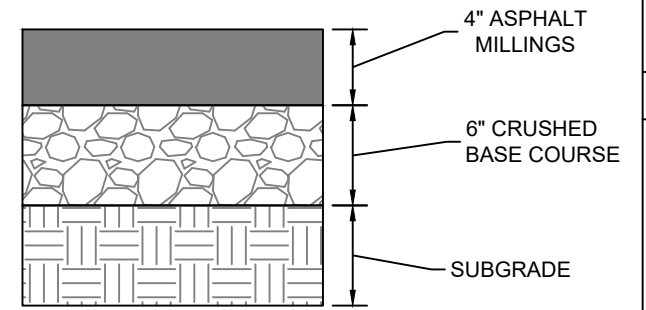
3 4" ASPHALT PAVEMENT - 10" CRUSHED BASE  
NOT TO SCALE



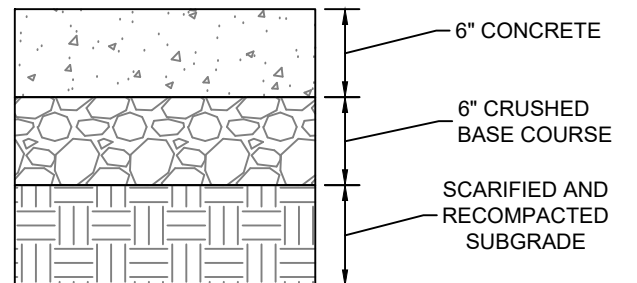
5 CONCRETE SIDEWALK - TYPICAL SECTION  
NOT TO SCALE



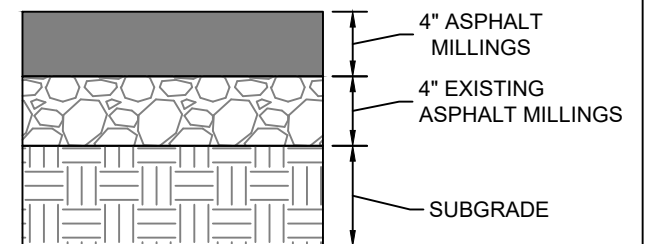
7 GRAVEL SURFACING - TYPICAL SECTION  
NOT TO SCALE



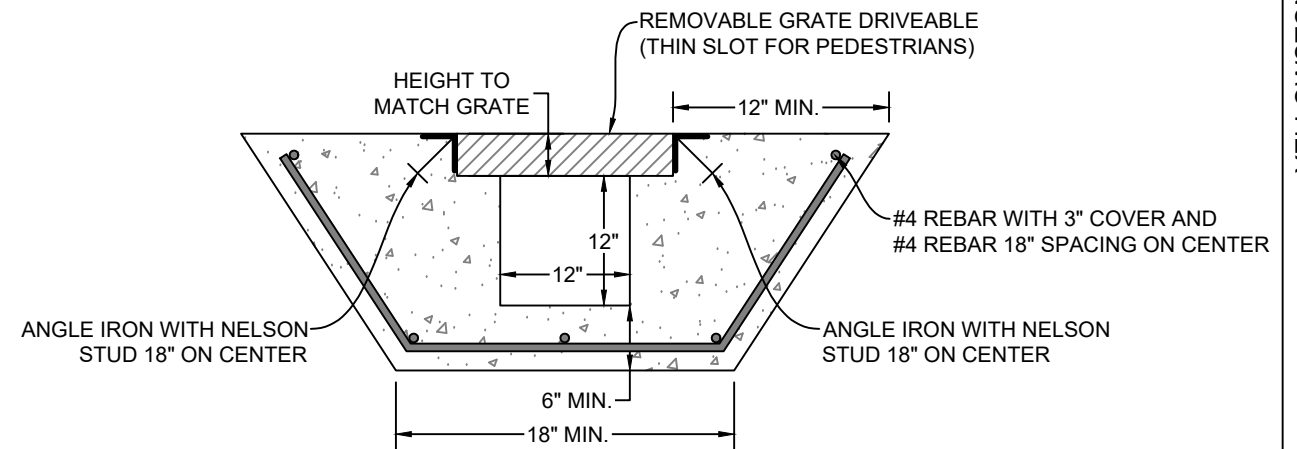
4 4" ASPHALT MILLINGS - 6" CRUSHED BASE  
NOT TO SCALE



6 CONCRETE RIBBON - TYPICAL SECTION  
NOT TO SCALE



8 4" ASPHALT MILLINGS - 4" EXISTING MILLINGS  
NOT TO SCALE



9 TRENCH GRATE DETAIL  
NOT TO SCALE

**BID SET**

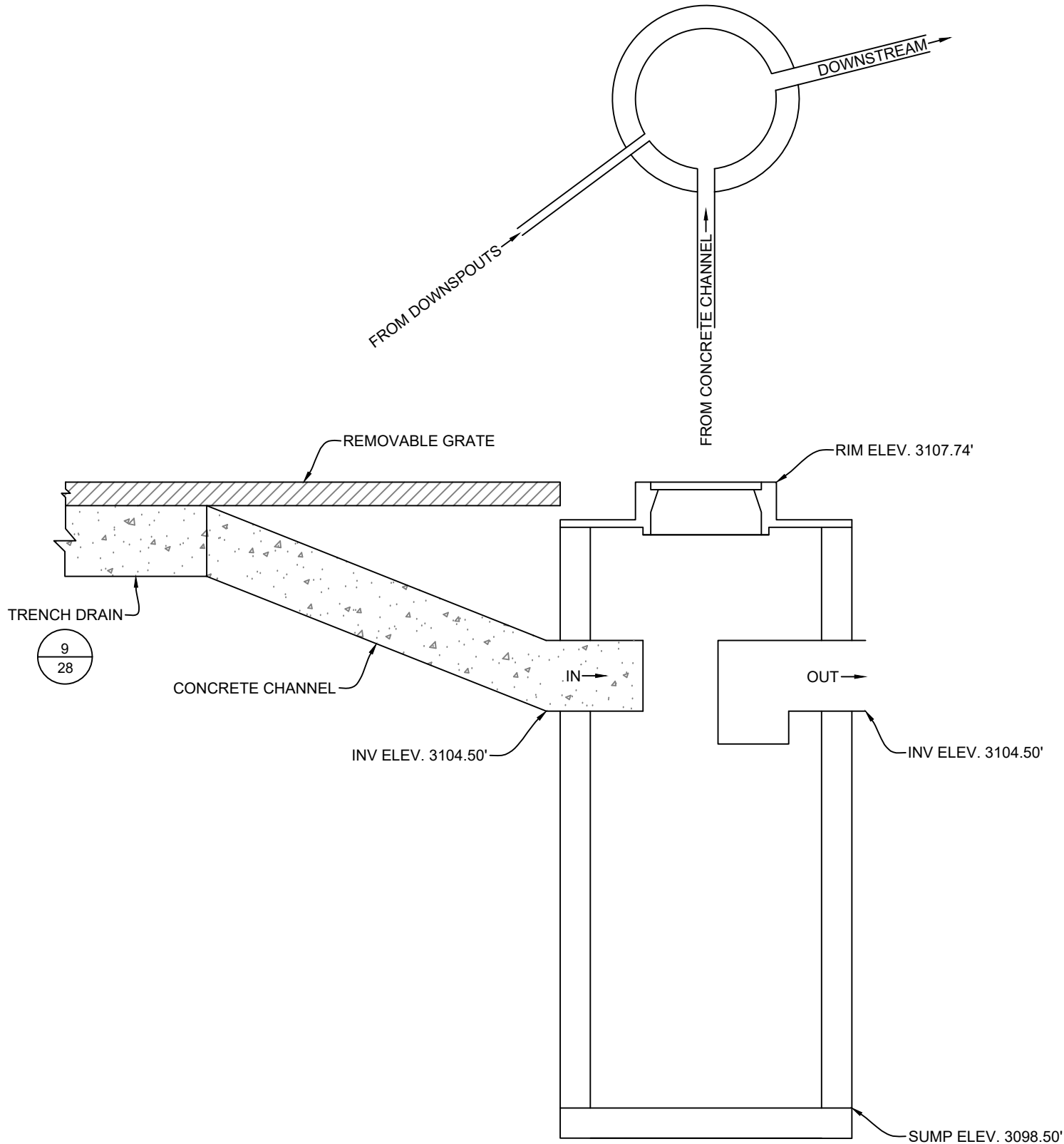
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BILLINGS, MT 59102  
(406) 894-2210  
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YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
**STANDARD CURB AND SURFACING SECTION DETAILS**  
BILLINGS, MT

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

SHEET  
**28**

PROJECT NO. 2021-555



1  
29

STORM CHANNEL AND MANHOLE DETAIL  
NOT TO SCALE

BID SET

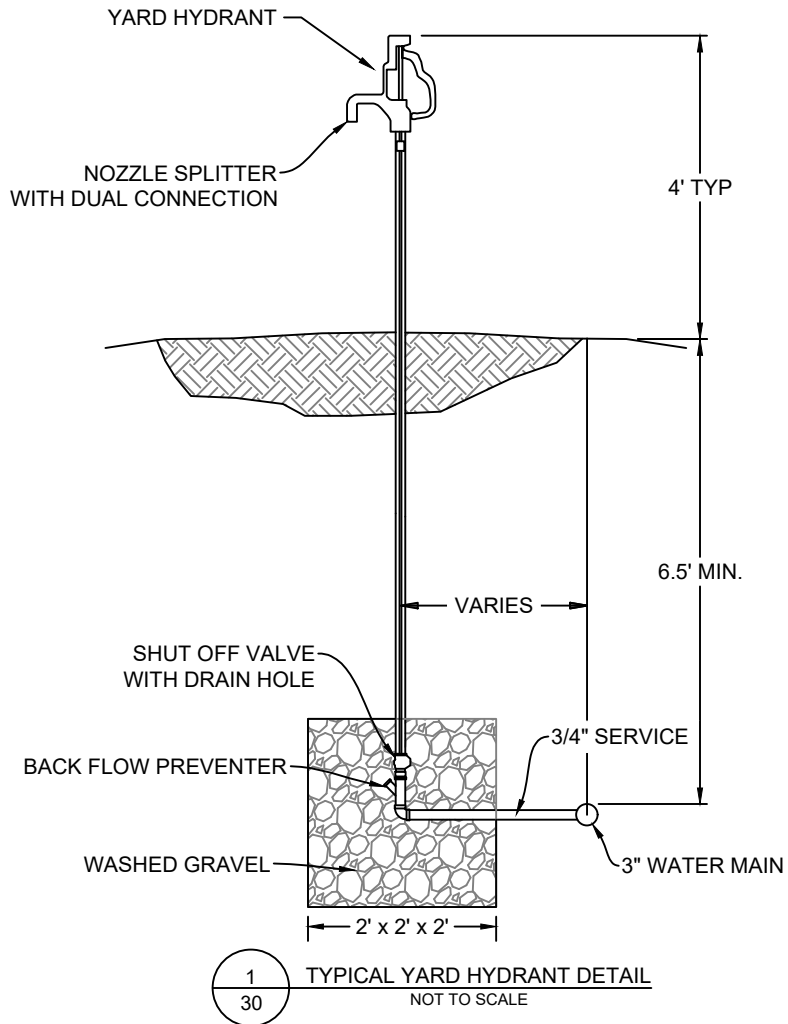
YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
STORM CHANNEL & MANHOLE DETAIL  
BILLINGS, MT

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**WWC** ENGINEERING  
550 S. 24TH ST. W., SUITE 201  
BILLINGS, MT 59102  
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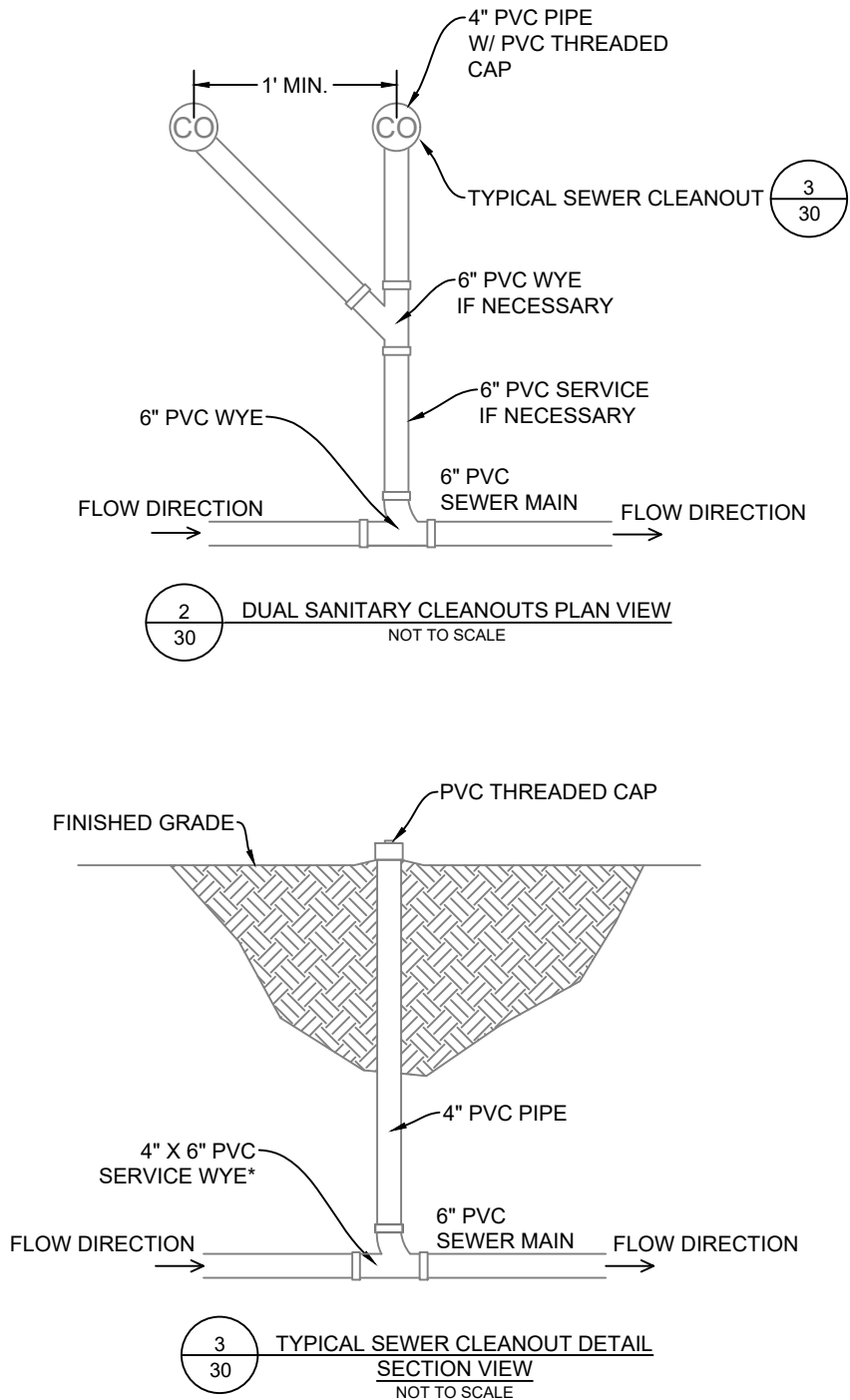
DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

NO.	REVISION	BY	DATE
PROJECT NO. 2021-555			

K:\Sheridan\Yellowstone County, MT\2021555 MetraPark Infrastructure Improvements\05CAD\Sheets\PLAN\_SET\05\_DET\1555\_05-DETL.dwg DETAILS (2) 8/2/2024 10:33:37 AM



\*CONTRACTOR TO CONFIRM YARD  
HYDRANT IS RATED FOR 200 PSI TESTING  
OR CONFIRM WITH ENGINEER THAT  
LOWER TESTING IS ALLOWED



\*CONTRACTOR TO REPLACE WYE WITH  
PVC LONG SWEEP ELBOW WHEN  
CLEANOUT IS NOT LOCATED DIRECTLY  
OVER 6\"/>

BID SET

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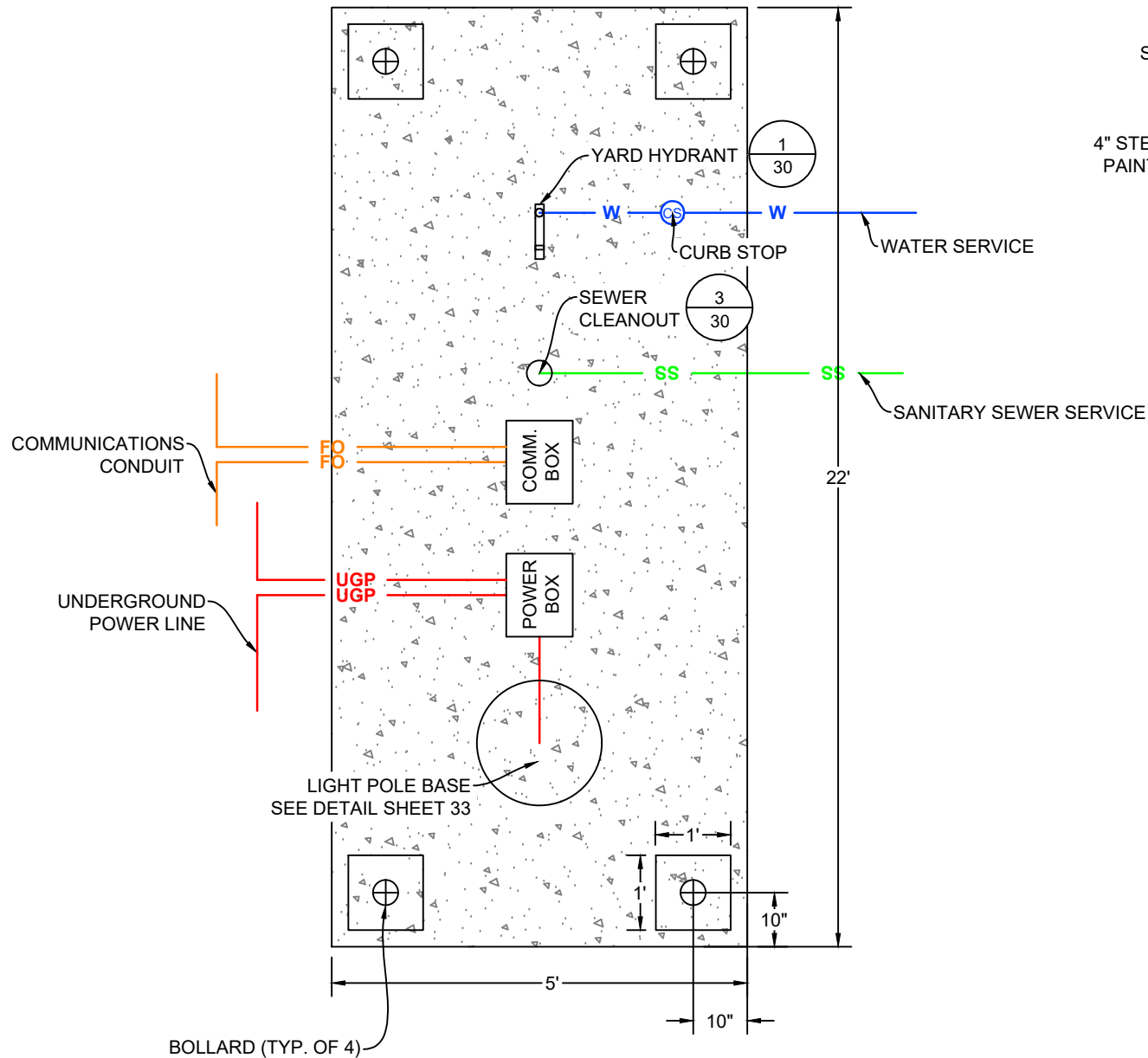
YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
**YARD HYDRANT AND SEWER CLEANOUT DETAILS**  
BILLINGS, MT

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

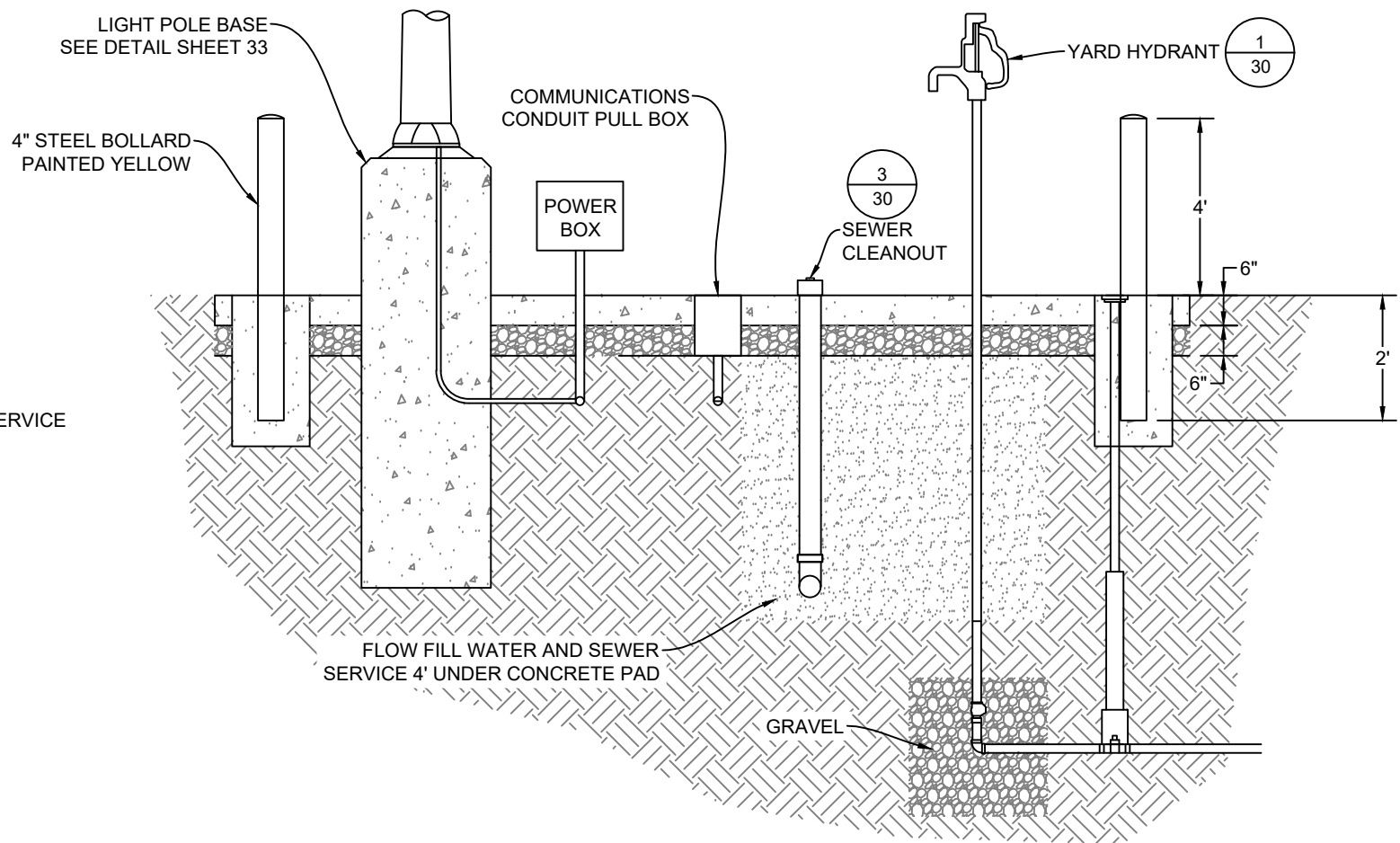
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30

NO.	REVISION	BY	DATE
PROJECT NO. 2021-555			

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1  
31 EXPO SOUTH LOT SERVICE STATION PLAN DETAIL  
NOT TO SCALE



2  
31 EXPO SOUTH LOT SERVICE STATION SECTION DETAIL  
NOT TO SCALE

BID SET

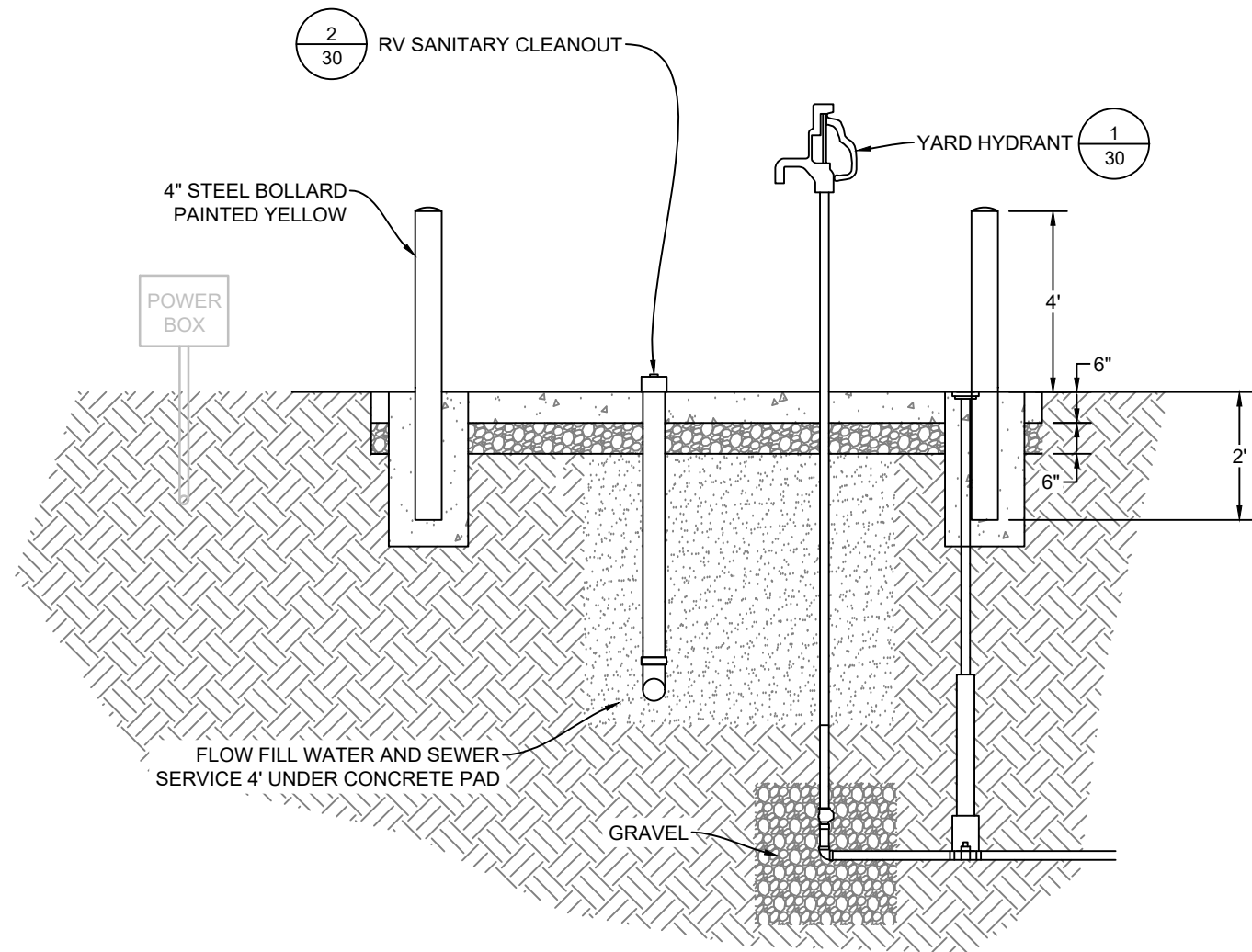
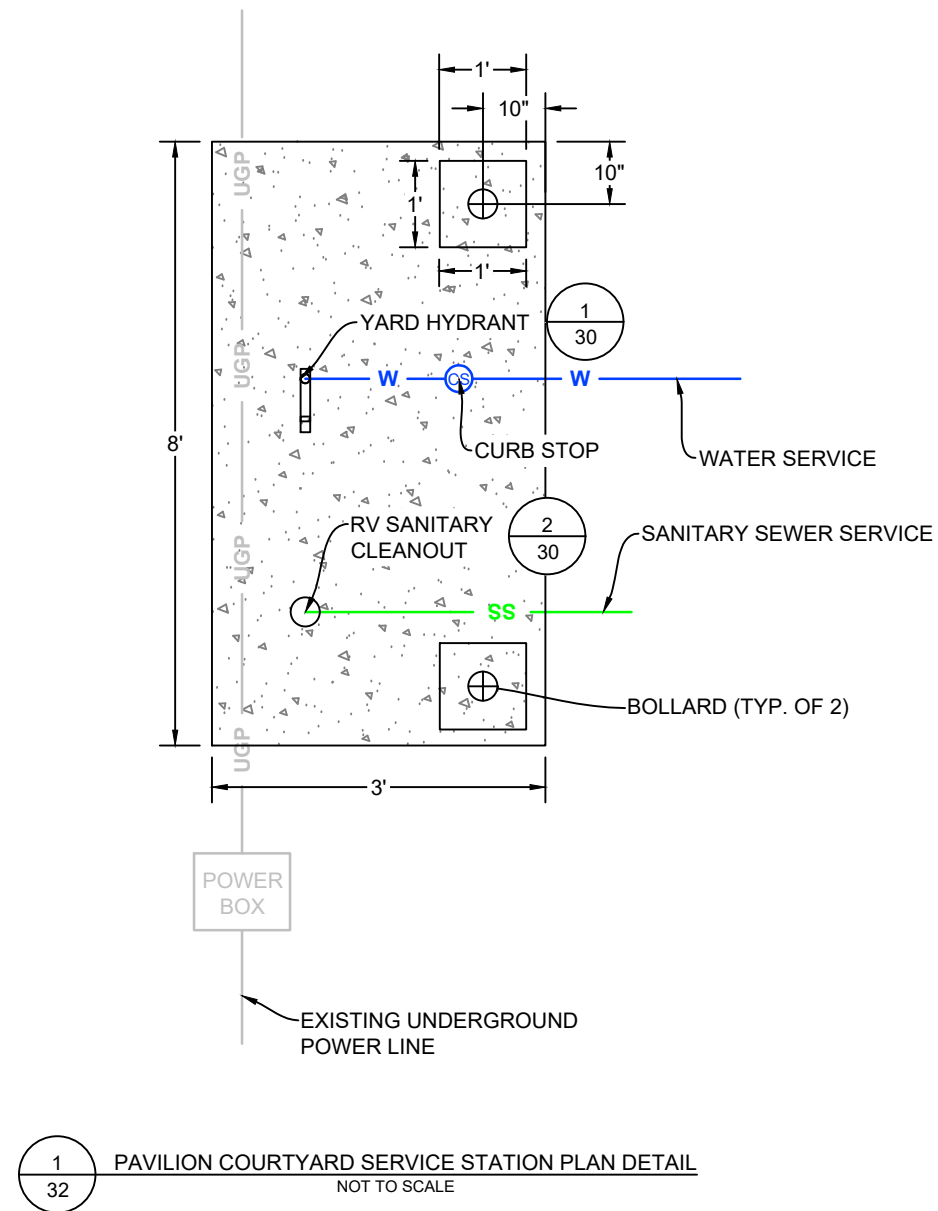
PREPARED BY  
**WWC** ENGINEERING  
550 S. 24TH ST. W., SUITE 201  
BILLINGS, MT 59102  
(406) 894-2210  
www.wwcengineering.com

YELLOWSTONE COUNTY  
SOUTH EXPO LOT CONSTRUCTION PROJECT  
**EXPO SOUTH LOT SERVICE HOOKUP DETAILS**  
BILLINGS, MT

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

SHEET  
31


NO.	REVISION	BY	DATE
PROJECT NO. 2021-555			



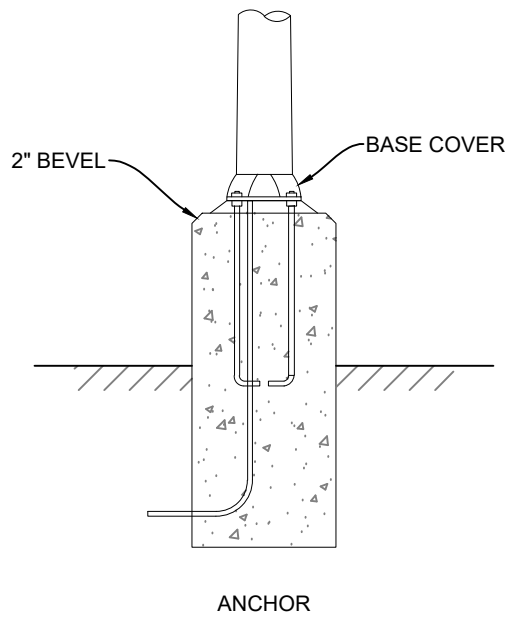
1 PAVILION COURTYARD SERVICE STATION PLAN DETAIL  
32 NOT TO SCALE

2 PAVILION COURTYARD SERVICE STATION SECTION DETAIL  
32 NOT TO SCALE

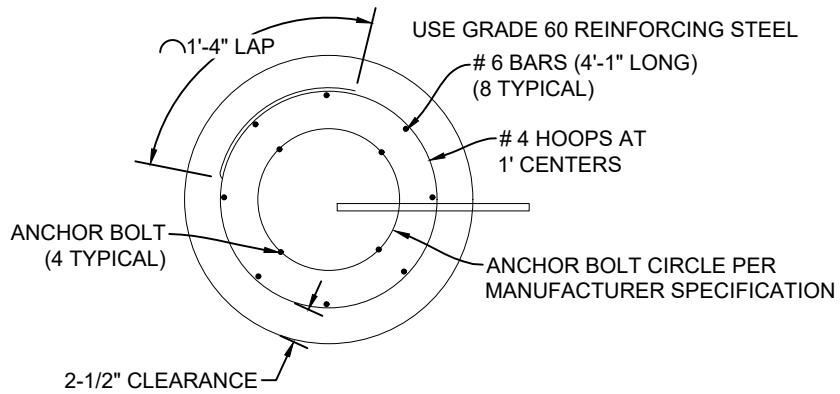
## BID SET

DESIGNED BY: <u>JMD</u> DRAWN BY: <u>ZSL</u> CHECKED BY: <u>GTR</u> DATE: <u>8/8/2024</u>	YELLOWSTONE COUNTY SOUTH EXPO LOT CONSTRUCTION PROJECT PAVILION COURTYARD SERVICE HOOKUP DETAILS BILLINGS, MT				PREPARED BY  <b>WWC</b> ENGINEERING 550 S. 24TH ST. W, SUITE 201 BILLINGS, MT 59102 (406) 894-2210 <a href="http://www.wwcengineering.com">www.wwcengineering.com</a>	PROJECT NO. 2021-555
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SHEET		32				

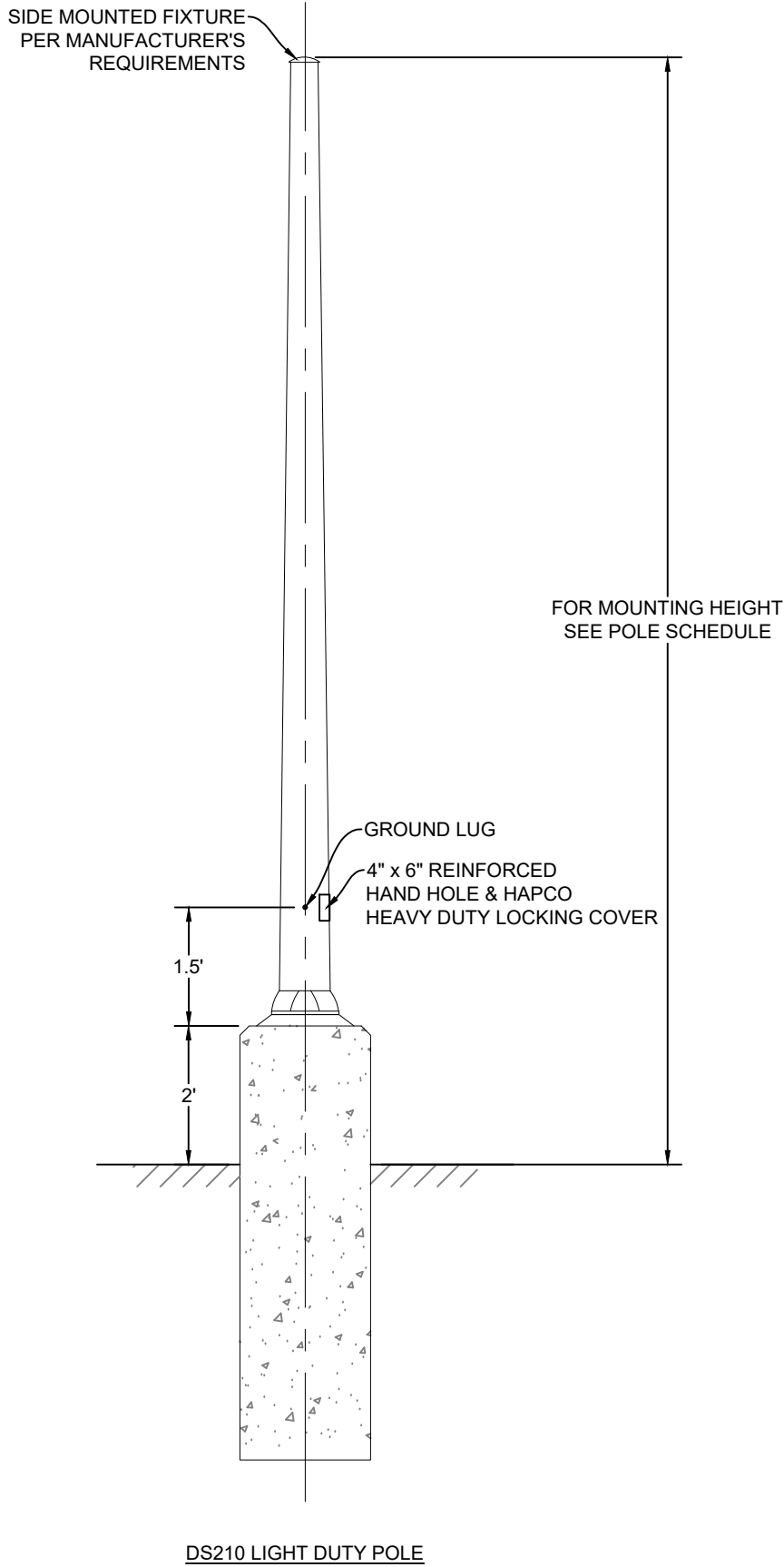
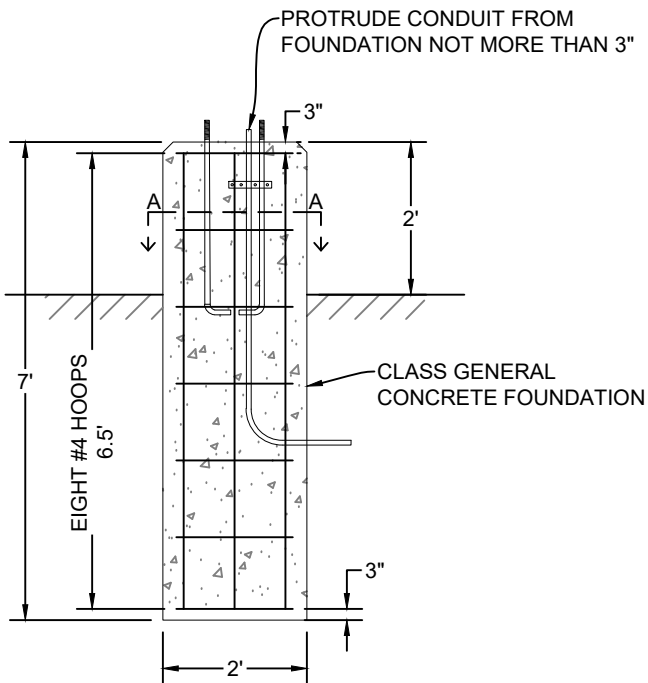
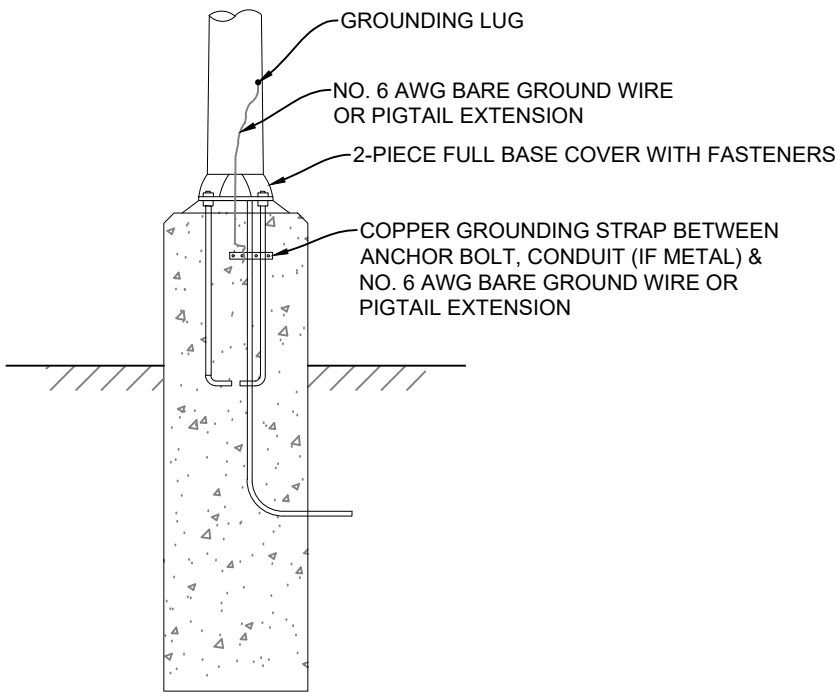
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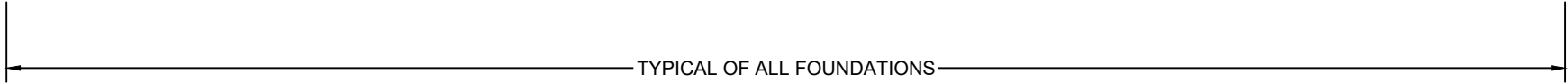
BASE TYPES FOR LUMINAIRE STANDARD



SECTION A-A



DS210 LIGHT DUTY POLE



TYPICAL OF ALL FOUNDATIONS

YELLOWSTONE COUNTY

SOUTH EXPO LOT CONSTRUCTION PROJECT

**LIGHT POLE BASE DETAILS**

BILLINGS, MT

PREPARED BY

**WWC**ENGINEERING

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

NO.	REVISION	BY	DATE
PROJECT NO. 2021-555			

DESIGNED BY: JMD  
DRAWN BY: ZSL  
CHECKED BY: GTR  
DATE: 8/8/2024

B.O.C.C. Regular

4. h.

Meeting Date: 08/13/2024

Title: Resolution to Create RSID 907M Gresham Subdivision - Roads

Submitted For: Lisa Sticka, Comptroller

Submitted By: Anna Ullom, Senior Accountant

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TOPIC:

Resolution No. 24-129 to Create RSID 907M Gresham Subdivision - Roads

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve

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Attachments

RSID 907M Gresham Sub Roads

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# YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-129

## Resolution to Create Yellowstone County Rural Special Improvement District No. 907M To Maintain the Roads in Gresham Subdivision

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing or pass a resolution of intent. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Heath Olson of Bighorn Drywall & Construction, LLC to create a rural special improvement district to maintain the roads constructed and dedicated to the public in Gresham Subdivision. See Exhibits A-G attached. As a condition of subdivision approval, the Board required Heath Olson of Bighorn Drywall & Construction, LLC to construct and dedicate the roads to the public and create a district to maintain the portion in Gresham Subdivision. Bighorn Drywall & Construction, LLC owns all properties within the proposed district and has consented to the creation of the district. Because Heath Olson has consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the District.

### District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 907M
District Location:	Gresham Subdivision
District Parcels:	1 parcel – Gresham Subdivision; parcel will be developed into 36 lots
District Activities:	Maintain Public Roads in Subdivision
District Costs:	\$175 Estimated Cost per lot per year for 36 lots, Subject to Change
District Assessment Method:	Per Parcel/Lot
District Assessment:	\$6,3000 Annual District Assessment, Subject to Change
District Duration:	Indefinite

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 907M to maintain the roads in Gresham Subdivision. The specifics of the District are contained in the petition. The Board's assessment for the District will appear on the property owners 2024 tax statement.

Passed and Adopted on the 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
John Ostlund, Chair

\_\_\_\_\_  
Mark Morse, Member

\_\_\_\_\_  
Donald W. Jones, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

#### **Petition to Create Special Improvement District for the Gresham Subdivision – Dry Hydrant**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain a dry hydrant to be installed with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (dry hydrant), what will be done to maintain the infrastructure (inspection), the cost to maintain the infrastructure (\$25 per parcel), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

#### **Petition to Create Special Improvement District for the Gresham Subdivision – Park**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the park to be dedicated with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (park), what will be done to maintain the infrastructure (mowing, weed control, path maintenance), the cost to maintain the infrastructure (\$3,000), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

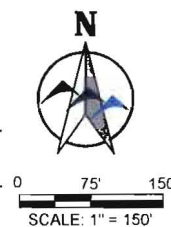
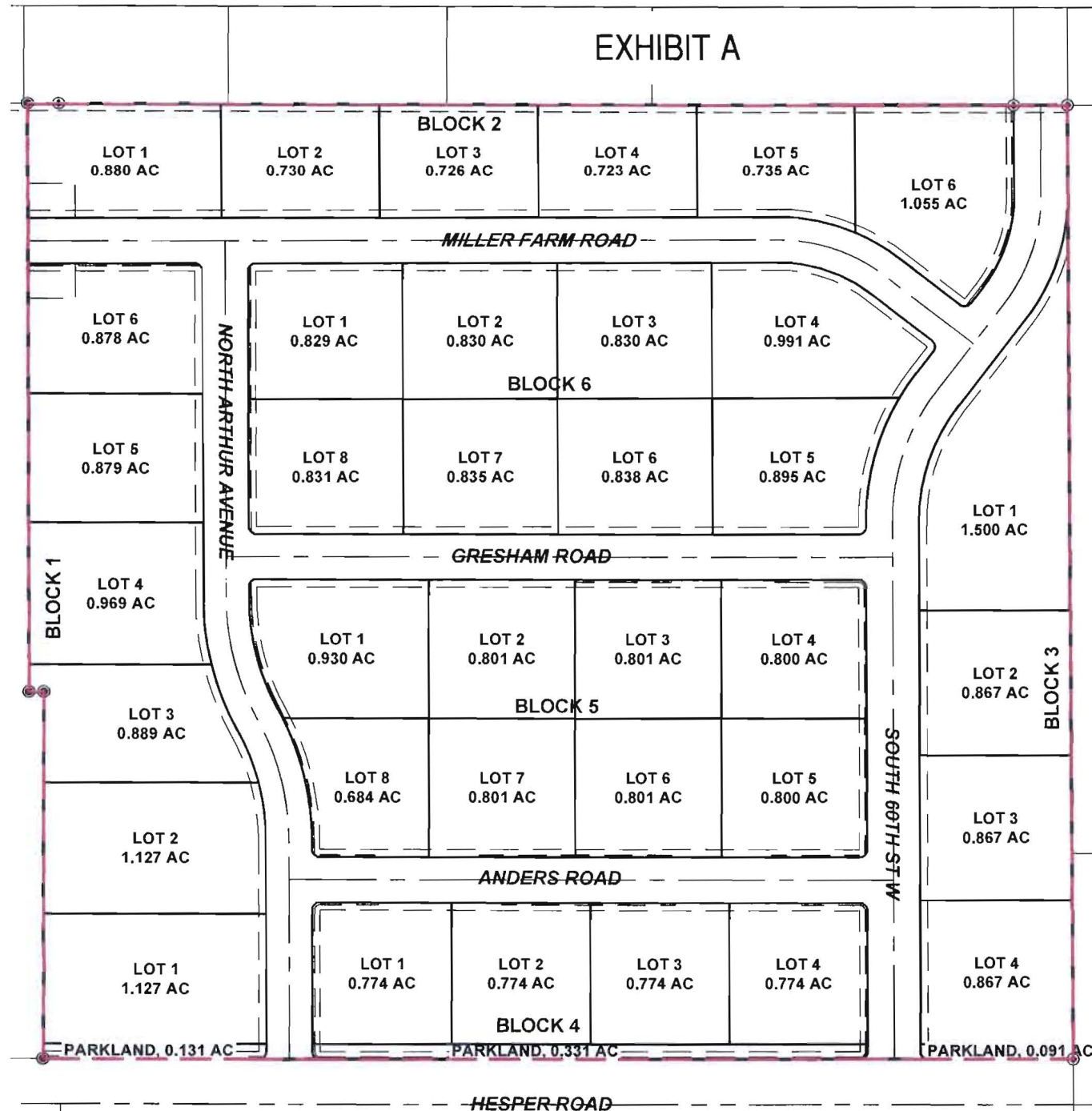
Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.


#### **Petition to Create Special Improvement District for the Gresham Subdivision – Roads**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the roads to be installed with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (roads), what will be done to maintain the infrastructure (maintenance, weed control, stormwater maintenance), the cost to maintain the infrastructure (\$6,300), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.



DESIGNED BY: <u>SMC</u> DRAWN BY: <u>SMC</u> CHECKED BY: <u>GTR</u> DATE: <u>4/8/2024</u>	HEATH OLSON GRESHAM SUBDIVISION, SW $\frac{1}{4}$ OF SECTION 17, T.01S., R.25E. YELLOWSTONE COUNTY, MT		PREPARED BY  <b>WWC</b> ENGINEERING 550 S. 24TH ST. W. SUITE 201 BILLINGS, MONTANA 59102 (406) 894-2210 <a href="http://www.wwcengineering.com">www.wwcengineering.com</a>	NO. REVISION BY DATE
SHEET <b>A</b>		PROJECT NO. 2023185		

## PROPERTY LEGAL DESCRIPTIONS

[illegible]

## EXHIBIT C

### ESTIMATED ANNUAL MAINTENANCE COST

#### FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
Road Maintenance	\$ 1500
	\$

#### WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Road Maintenance	\$ 1500
	\$

#### SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
Weed Management (per year)	\$ 675
Stormwater Maintenance	\$ 1,125

#### SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Road Maintenance	\$ 1500
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$6,300

(\$6,300/36 lots = \$175/lot/year)

**EXHIBIT D**  
**METHOD OF ASSESSMENT**

**CHOOSE A METHOD OF ASSESSMENT:**

☐ Square Footage

☒ Equal Amount

☐ Front Footage

☐ Other (Describe)

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## EXHIBIT E

### PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT RECOMMENDATIONS FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. Heath Olson (Chairman)

406-861-4858

Printed Name

DocuSigned by:

*Heath Olson*

U9AZC580233F445...  
Signature

2.

Printed Name

Signature

3.

Printed Name

Signature

4.

Printed Name

Signature

5.

Printed Name

Signature



## EXHIBIT F

## CONSENT OF PROPERTY OWNERS IN PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT

WE, THE UNDERSIGNED property owners, hereby provide the following information for consideration in the possible creation of an RSID. It is our understanding that if support exists for the RSID, information will be provided to the County and a public hearing scheduled regarding the creation of this district. Following the public hearing, the County Commissioners shall take action on whether or not to create the district. Should the County Commissioners create the district, WE, as property owners, understand that we shall bear the costs of the district as formally approved by the County Commissioners.

[illegible]

# EXHIBIT G

## Guarantee



**SG-08018729**

**File Number: B2434660T**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,  
GUARANTEES

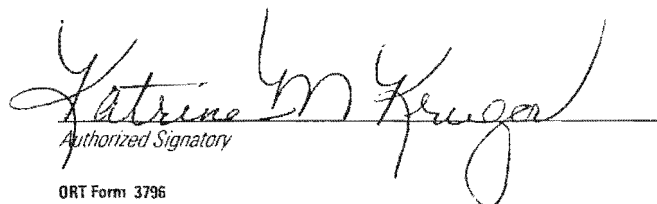
the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.


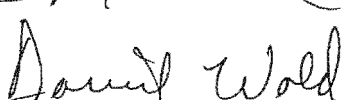
**Policy Issuer:**  
**FMT OF BILLINGS, LLC FIRST MONTANA TITLE OF BILLING**  
**2737 MONTANA AVENUE**  
**BILLINGS, MT 59101-1924**  
**PHONE: (406) 248-3000**

*Issued by:*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
*Authorized Signatory*

ORT Form 3796  
(CLTA Guarantee (Rev. 12/94))

By  *President*  
Attest  *Secretary*

## **GUARANTEE CONDITIONS AND STIPULATIONS**

### **1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

### **2. Exclusions from Coverage of this Guarantee.**

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

### **3. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

### **4. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### **5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**6. Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**7. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.  
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.  
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.  
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.  
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

**8. Determination and Extent of Liability.**

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**10. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**13. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to this Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

File No: **B2434660T**

**Subdivision Guarantee**

Issued by

***Old Republic Title Insurance Company***

Liability: \$1,000.00

Premium: \$200.00

Effective Date: March 27, 2024, at 05:00 PM

Guarantee No: SG08018729

1. Assured: **WWC Engineering and Yellowstone County, Montana**

2. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**

3. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:  
**Bighorn Drywall & Construction, LLC, a Montana limited liability company**

4. The land referred to in this Commitment is described as follows:

**Lot 2 of Plat of Miller Farm Subdivision, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 4035046.**

Countersigned  
**FMT of Billings LLC**

By   
Authorized Signatory

**SCHEDULE B - PART 1**

Defects, liens encumbrances or other matters affecting title:

1. General and special taxes and assessments for the First Installment of 2023, which are delinquent in the amount of \$80.74, plus penalties and interest. Tax Code No. D00676A

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

2. General and special taxes and assessments for the Second Installment of 2023, which are payable in the amount of \$86.37, but not yet due. Tax Code No. D00676A.

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

3. General and special taxes, and assessments for the year 2024, which are a lien, but not yet computed or payable. Tax Code No. A00676A.

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

4. All easements for utilities, services, ditches, roads or trails, or any limitation to access, across the subject property, depicted and referenced in plats or surveys of said property, or apparent from physical examination and inspection of the premises.

5. Terms and provisions contained in Subdivision Improvements Agreement and Waiver of Right to Protest Elder Grove Subdivision, recorded October 25, 2018, under Document No. 3866328

6. Terms and provisions contained in Subdivision Improvements Agreement and Waiver of Right to Protest Miller Farm Subdivision, recorded November 18, 2022, under Document No. 4035047.

7. Easement for irrigation and matters incidental thereto contained in Declaration of Easement recorded November 18, 2022 under Document No. 4035048.

8. A Deed of Trust to secure an indebtedness of \$253,796.00; recorded June 13, 2023, under Document No. 4049174, of Official Records.

Dated: June 08, 2023

Grantor: Bighorn Drywall & Construction, LLC

Trustee: \_\_\_\_\_

Beneficiary: Yellowstone Bank

Re-recorded June 26, 2023, under Document No. 4050160 in order to add Anne E.

Davey as Trustee



9. A Deed of Trust to secure an indebtedness of \$1,016,555.00; recorded June 26, 2023, under Document No. 4050144, of Official Records.

Dated: June 23, 2023

Grantor: Bighorn Drywall & Construction, LLC

Trustee: Ann E. Davey

Beneficiary: Yellowstone Bank

End of Schedule B

B.O.C.C. Regular

4. i.

Meeting Date: 08/13/2024

Title: Resolution to Create RSID 908M Gresham Subdivision - Dry Hydrant

Submitted For: Lisa Sticka, Comptroller

Submitted By: Anna Ullom, Senior Accountant

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TOPIC:

Resolution No. 24-130 to Create RSID 908M Gresham Subdivision - Dry Hydrant

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve

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Attachments

RSID 908M Gresham Sub Dry Hydrant

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# YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-130

## Resolution to Create Yellowstone County Rural Special Improvement District No. 908M To Maintain Dry Hydrant in Gresham Subdivision

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing or pass a resolution of intent. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Heath Olson of Bighorn Drywall & Construction, LLC to create a rural special improvement district to maintain the dry hydrant installed in Gresham Subdivision. See Exhibits A-G attached. As a condition of subdivision approval, the Board required Heath Olson of Bighorn Drywall & Construction, LLC to install a dry hydrant and create a district to maintain the dry hydrant. Bighorn Drywall & Construction, LLC owns all properties within the proposed district and has consented to the creation of the district. Because he has consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the District.

### District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 908M
District Location:	Gresham Subdivision
District Parcels:	1 parcel – Gresham Subdivision; parcel will be developed into 36 lots
District Activities:	Maintain Public Dry Hydrant in Subdivision
District Costs:	\$25 Estimated Cost per lot per year, Subject to Change
District Assessment Method:	Per Parcel/Lot
District Assessment:	\$25 Annual Assessment per lot, Subject to Change
District Duration:	Indefinite

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 908M to maintain the dry hydrant in Gresham Subdivision. The specifics of the District are contained in the petition. The Board's assessment for the District will appear on the property owners 2024 tax statement.

Passed and Adopted on the 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
John Ostlund, Chair

\_\_\_\_\_  
Mark Morse, Member

\_\_\_\_\_  
Donald W. Jones, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

### **Petition to Create Special Improvement District for the Gresham Subdivision – Dry Hydrant**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain a dry hydrant to be installed with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (dry hydrant), what will be done to maintain the infrastructure (inspection), the cost to maintain the infrastructure (\$25 per parcel), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

### **Petition to Create Special Improvement District for the Gresham Subdivision – Park**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the park to be dedicated with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (park), what will be done to maintain the infrastructure (mowing, weed control, path maintenance), the cost to maintain the infrastructure (\$3,000), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

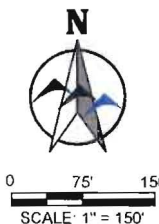
Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

### **Petition to Create Special Improvement District for the Gresham Subdivision – Roads**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the roads to be installed with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (roads), what will be done to maintain the infrastructure (maintenance, weed control, stormwater maintenance), the cost to maintain the infrastructure (\$6,300), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.



NO.	REVISION	BY	DATE

PROJECT NO. 2022195

PREPARED BY  
 **AWWC** ENGINEERING  
550 S. 24TH ST. W., SUITE 201  
BILLINGS, MT 59102  
(406) 894-2210  
[www.awwcengineering.com](http://www.awwcengineering.com)

HEATH OLSON  
GRESHAM SUBDIVISION, SW  $\frac{1}{4}$  OF SECTION 17, T.01S., R.25E.  
YELLOWSTONE COUNTY, MT

DESIGNED BY: SMC  
DRAWN BY: SMC  
CHECKED BY: GTR  
DATE: 4/9/2024

SHEET  
**A**

=====

Total Lots = 36 lots

[illegible]

## EXHIBIT C

### ESTIMATED ANNUAL MAINTENANCE COST

#### FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
Fill standpipe with nitrogen, General Inspection	\$ 6.25
	\$

#### WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Dry hydrant snow removal as required, General Inspection	\$ 6.25
	\$

#### SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
Dry hydrant weed control, General Inspection	\$ 6.25
	\$

#### SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Dry hydrant weed control, General Inspection	\$ 6.25
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$25/lot/year



**EXHIBIT D**  
**METHOD OF ASSESSMENT**

**CHOOSE A METHOD OF ASSESSMENT:**

☐ Square Footage

☒ Equal Amount

☐ Front Footage

☐ Other (Describe)

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## PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT RECOMMENDATIONS FOR AD HOC COMMITTEE

TELEPHONE NUMBER

- 406-861-4858

DocuSigned by:

~~D9A2C560293F445...~~

Signature

- Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

- Printed Name \_\_\_\_\_

Signature

- Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

- Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

## CONSENT OF PROPERTY OWNERS IN PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT

[illegible]

# EXHIBIT G

## Guarantee



**SG-08018729**

**File Number: B2434660T**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,  
GUARANTEES

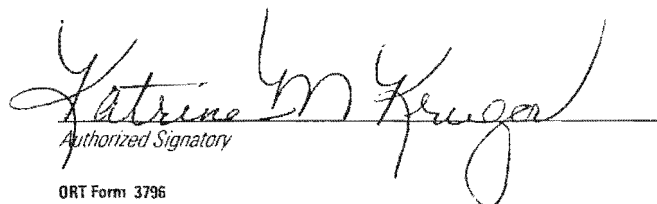
the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.


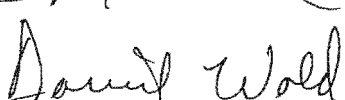
**Policy Issuer:**  
**FMT OF BILLINGS, LLC FIRST MONTANA TITLE OF BILLING**  
**2737 MONTANA AVENUE**  
**BILLINGS, MT 59101-1924**  
**PHONE: (406) 248-3000**

*Issued by:*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
*Authorized Signatory*

ORT Form 3796  
(CLTA Guarantee (Rev. 12/94))

By  *President*  
Attest  *Secretary*

## **GUARANTEE CONDITIONS AND STIPULATIONS**

### **1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

### **2. Exclusions from Coverage of this Guarantee.**

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

### **3. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

### **4. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### **5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**6. Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**7. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.  
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.  
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.  
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.  
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

**8. Determination and Extent of Liability.**

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**10. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**13. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to this Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



File No: **B2434660T**

**Subdivision Guarantee**

Issued by

***Old Republic Title Insurance Company***

Liability: \$1,000.00

Premium: \$200.00

Effective Date: March 27, 2024, at 05:00 PM

Guarantee No: SG08018729

1. Assured: **WWC Engineering and Yellowstone County, Montana**

2. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**

3. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:  
**Bighorn Drywall & Construction, LLC, a Montana limited liability company**

4. The land referred to in this Commitment is described as follows:

**Lot 2 of Plat of Miller Farm Subdivision, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 4035046.**

Countersigned  
**FMT of Billings LLC**

By   
Authorized Signatory

**SCHEDULE B - PART 1**

Defects, liens encumbrances or other matters affecting title:

1. General and special taxes and assessments for the First Installment of 2023, which are delinquent in the amount of \$80.74, plus penalties and interest. Tax Code No. D00676A

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

2. General and special taxes and assessments for the Second Installment of 2023, which are payable in the amount of \$86.37, but not yet due. Tax Code No. D00676A.

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

3. General and special taxes, and assessments for the year 2024, which are a lien, but not yet computed or payable. Tax Code No. A00676A.

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

4. All easements for utilities, services, ditches, roads or trails, or any limitation to access, across the subject property, depicted and referenced in plats or surveys of said property, or apparent from physical examination and inspection of the premises.

5. Terms and provisions contained in Subdivision Improvements Agreement and Waiver of Right to Protest Elder Grove Subdivision, recorded October 25, 2018, under Document No. 3866328

6. Terms and provisions contained in Subdivision Improvements Agreement and Waiver of Right to Protest Miller Farm Subdivision, recorded November 18, 2022, under Document No. 4035047.

7. Easement for irrigation and matters incidental thereto contained in Declaration of Easement recorded November 18, 2022 under Document No. 4035048.

8. A Deed of Trust to secure an indebtedness of \$253,796.00; recorded June 13, 2023, under Document No. 4049174, of Official Records.

Dated: June 08, 2023

Grantor: Bighorn Drywall & Construction, LLC

Trustee: \_\_\_\_\_

Beneficiary: Yellowstone Bank

Re-recorded June 26, 2023, under Document No. 4050160 in order to add Anne E.

Davey as Trustee

9. A Deed of Trust to secure an indebtedness of \$1,016,555.00; recorded June 26, 2023, under Document No. 4050144, of Official Records.

Dated: June 23, 2023

Grantor: Bighorn Drywall & Construction, LLC

Trustee: Ann E. Davey

Beneficiary: Yellowstone Bank

End of Schedule B

B.O.C.C. Regular

4. j.

Meeting Date: 08/13/2024

Title: Resolution to Create RSID 909M Gresham Subdivision - Park

Submitted For: Lisa Sticka, Comptroller

Submitted By: Anna Ullom, Senior Accountant

---

TOPIC:

Resolution No. 24-131 to Create RSID 909M Gresham Subdivision - Park

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve

---

Attachments

RSID 909M Gresham Sub Park

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# YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-131

## Resolution to Create Yellowstone County Rural Special Improvement District No. 909M To Maintain Public Park in Gresham Subdivision

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Heath Olson of Bighorn Drywall & Construction, LLC to create a rural special improvement district to maintain the park(s) in Gresham Subdivision. See Exhibits A-G attached. As a condition of subdivision approval, the Board required Heath Olson of Bighorn Drywall & Construction, LLC to create a district to maintain the park(s) in the subdivision. Bighorn Drywall & Construction, LLC owns all properties within the proposed district and has consented to the creation of the district. Because he has consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the district. See Exhibits attached.

### District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 909M
District Location:	Gresham Subdivision
District Parcels:	1 parcel – Gresham Subdivision; parcel will be developed into 36 lots
District Activities:	Maintain Public Parks in Subdivision
District Costs:	\$83.33 Estimated Cost per lot per year for 36 lots, Subject to Change
District Assessment Method:	Per Parcel/Lot
District Assessment:	\$3,000 Annual District Assessment, Subject to Change
District Duration:	Indefinite

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 909M to maintain the public park(s) in Gresham Subdivision. The specifics of the District are contained in the petition.

Passed and Adopted on the 13<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
John Ostlund, Chair

\_\_\_\_\_  
Mark Morse, Member

\_\_\_\_\_  
Donald W. Jones, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

### **Petition to Create Special Improvement District for the Gresham Subdivision – Dry Hydrant**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain a dry hydrant to be installed with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (dry hydrant), what will be done to maintain the infrastructure (inspection), the cost to maintain the infrastructure (\$25 per parcel), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

### **Petition to Create Special Improvement District for the Gresham Subdivision – Park**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the park to be dedicated with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (park), what will be done to maintain the infrastructure (mowing, weed control, path maintenance), the cost to maintain the infrastructure (\$3,000), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

### **Petition to Create Special Improvement District for the Gresham Subdivision – Roads**

On June 21, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the roads to be installed with the construction of the Gresham Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (the Gresham Subdivision), what public infrastructure will be maintained (roads), what will be done to maintain the infrastructure (maintenance, weed control, stormwater maintenance), the cost to maintain the infrastructure (\$6,300), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

0 75' 150'

SCALE: 1" = 150'



## LEGAL DESCRIPTIONS

## PROPERTY LEGAL DESCRIPTIONS

_____ Lots 1-6, Block 1 of Gresham Subdivision	_____
_____ Lots 1-6, Block 2 of Gresham Subdivision	_____
_____ Lots 1-4, Block 3 of Gresham Subdivision	_____
_____ Lots 1-4, Block 4 of Gresham Subdivision	_____
_____ Lots 1-8, Block 5 of Gresham Subdivision	_____
_____ Lots 1-8, Block 6 of Gresham Subdivision	_____
_____ Total Lots = 36 lots	_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## EXHIBIT C

### ESTIMATED ANNUAL MAINTENANCE COST

#### FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
Paved Pathway Maintenance	\$ 500
	\$

#### WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Paved Pathway Maintenance	\$ 500
	\$

#### SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
Weed Management (per year)	\$ 500
	\$

#### SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Paved Pathway Maintenance	\$ 500
Mowing (per year)	\$ 1000

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$3,000

(\$3,000/36 lots = \$83.33/lot/year)

## EXHIBIT D

### METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

☐ Square Footage

☒ Equal Amount

☐ Front Footage

☐ Other (Describe)

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## PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT RECOMMENDATIONS FOR AD HOC COMMITTEE

TELEPHONE NUMBER

- 406-861-4858

DocuSigned by:

Hester Ikou

D9A2C56023  
Signature

- Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

- Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

- Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

- Printed Name

Signature

## CONSENT OF PROPERTY OWNERS IN PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT

[illegible]

# EXHIBIT G

## Guarantee



**SG-08018729**

**File Number: B2434660T**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,  
GUARANTEES

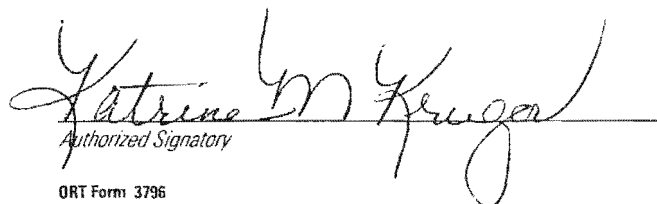
the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.


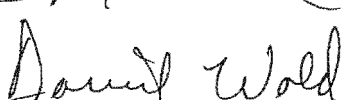
**Policy Issuer:**  
**FMT OF BILLINGS, LLC FIRST MONTANA TITLE OF BILLING**  
**2737 MONTANA AVENUE**  
**BILLINGS, MT 59101-1924**  
**PHONE: (406) 248-3000**

*Issued by:*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
*Authorized Signatory*

ORT Form 3796  
(CLTA Guarantee (Rev. 12/94))

By  *President*  
Attest  *Secretary*

## **GUARANTEE CONDITIONS AND STIPULATIONS**

### **1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

### **2. Exclusions from Coverage of this Guarantee.**

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

### **3. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

### **4. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### **5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.



- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**6. Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**7. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.  
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.  
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.  
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.  
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

**8. Determination and Extent of Liability.**

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**10. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**13. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to this Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

File No: **B2434660T**

**Subdivision Guarantee**

Issued by

***Old Republic Title Insurance Company***

Liability: \$1,000.00

Premium: \$200.00

Effective Date: March 27, 2024, at 05:00 PM

Guarantee No: SG08018729

1. Assured: **WWC Engineering and Yellowstone County, Montana**

2. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**

3. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:  
**Bighorn Drywall & Construction, LLC, a Montana limited liability company**

4. The land referred to in this Commitment is described as follows:

**Lot 2 of Plat of Miller Farm Subdivision, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 4035046.**

Countersigned  
**FMT of Billings LLC**

By   
Authorized Signatory

**SCHEDULE B - PART 1**

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1. General and special taxes and assessments for the First Installment of 2023, which are delinquent in the amount of \$80.74, plus penalties and interest. Tax Code No. D00676A

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

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Dated: June 08, 2023

Grantor: Bighorn Drywall & Construction, LLC

Trustee: \_\_\_\_\_

Beneficiary: Yellowstone Bank

Re-recorded June 26, 2023, under Document No. 4050160 in order to add Anne E.

Davey as Trustee

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Dated: June 23, 2023

Grantor: Bighorn Drywall & Construction, LLC

Trustee: Ann E. Davey

Beneficiary: Yellowstone Bank

End of Schedule B

B.O.C.C. Regular

4. k.

Meeting Date: 08/13/2024

Title: Recommendation of Award - Short Term Holding Facility General Contractor/Construction Manager to Sletten Construction

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

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TOPIC:

Recommendation of Award for Short Term Holding Facility GC/CM to Sletten Construction

BACKGROUND:

A Determination of Authority for Alternative Delivery Project was presented on April 16th, 2024, for the selection of a General Contractor /Construction Manager for the short-term holding facility. An RFP/RFQ was released on May 28th, 2024 with submittals due on June 24th, 2024. Three submittals were received, opened and acknowledged at the Commissioner's regular board meeting on June 29th, and were referred to committee for a recommendation back to the Board. The Committee met to review the Qualifications and determined that all three firms that submitted were qualified and were scheduled for interviews. Interviews/presentations were held on August 2nd with Hardy Construction, Sletten Construction and Swank Construction. The committee's unanimous recommendation is to award the project to Sletten Construction.

RECOMMENDED ACTION:

Approve the Recommendation and return a copy to Finance

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Attachments

Recommendation of Award- Sletten Const.- Holding Facility

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YC 72 HOUR HOLDING  
RFP for GC/CM Selection  
2-Aug-24

Category	Maximum Points	HARDY	SLETTEN	SW/ANK			
Presentation and interview	100	85.95	100.00	81.94	0.00	0.00	0.00
Project approach, including:	100	86.74	100.00	98.92	0.00	0.00	0.00
Pricing	100	98.84	97.27	100.00	0.00	0.00	0.00
TOTAL		271.53	297.27	280.86	0.00	0.00	0.00



B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Metra Trust Checking Account Disbursement Log

Submitted For: Charis Krank, Accounting Assistant

Submitted By: Charis Krank, Accounting Assistant

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TOPIC:

Metra Trust Check Log for July 2024

BACKGROUND:

Metra Trust Check Log for July 2024

RECOMMENDED ACTION:

Consent item for MetraPark Trust check register.

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Attachments

Metra Trust Check Log July 2024

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# Metra Trust Checking Account Disbursement Log

For the Month of: JULY 2024

Dated: August 2, 2024

Approved by Metra General Manager


The undersigned members of the Board of County Commissioners do hereby approve the listed check detail as obligations of the Metra Trust account.

John Ostlund, Chair: \_\_\_\_\_

Mark Morse, Member: \_\_\_\_\_

Donald W. Jones, Member: \_\_\_\_\_

Amounts disbursed by the Trust were initiated by a check request generated by accounting staff, signed by the requesting authorized staff member, with processing by a staff member not involved with the requesting of the payment. The request and back up documentation is verified and signed off as to accuracy by the person generating the check for payment. The check is then signed by two managers authorized by signature card at the bank to do so. Copies are retained in event files, and for daily reconciliations and A101s.

Submitted by: 

9:10 AM  
08/02/24

COUNTY OF YELLOWSTONE  
Check Detail  
July 2024

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check		07/01/2024	US BANK	CC FEES - JUNE 24 ADMIN (SKYBOX)	METRAPARK EVENTS		-1,852.13
				CC FEES - JUNE 24 ADMIN (SKYBOX)	CREDIT CARD FEES / TICKET FEES	-1,852.13	1,852.13
TOTAL						-1,852.13	1,852.13
Check		07/01/2024	US BANK	CC FEES - JUNE 24 CONC	METRAPARK EVENTS		-701.00
				CC FEES - JUNE 24 CONC	CREDIT CARD FEES / TICKET FEES	-701.00	701.00
TOTAL						-701.00	701.00
Check		07/01/2024	US BANK	CC FEES - JUNE 24 BOX OFFICE	METRAPARK EVENTS		-996.56
				CC FEES - JUNE 24 BOX OFFICE	CREDIT CARD FEES / TICKET FEES	-996.56	996.56
TOTAL						-996.56	996.56
Check	23751	07/03/2024	THE METRA	MISC JUNE AUX FEES	METRAPARK EVENTS		-1,925.73
				CC CONV FEE JUNE	AUXILLIARY FEES - AXS	-894.37	894.37
				NSF FEE JUNE	AUXILLIARY FEES - AXS	-30.00	30.00
				VIP LIFT FEES	PROMOTER FEES - AXS	-1,001.36	1,001.36
TOTAL						-1,925.73	1,925.73
Check	23752	07/03/2024	THE METRA	SUMMER FAIR 6/22-24/24	METRAPARK EVENTS		-4,092.64
				CIP - SUMMER FAIR 6/22-24/24	CIP FEES	-333.00	333.00
				FD VND BUYOUT - SUMMER FAIR 6/22-24/24	CONCESSIONS	-1,050.00	1,050.00
				EXPO RENT - SUMMER FAIR 6/22-24/24	EXPO	-1,665.00	1,665.00
				USER SVCS - SUMMER FAIR 6/22-24/24	USER SV FEES	-889.50	889.50
				BEER SALES % - SUMMER FAIR 6/22-24/24	Beer Sales Percentage	-155.14	155.14
TOTAL						-4,092.64	4,092.64
Check	23753	07/03/2024	THE METRA	MT CANNABIS SHOW 6/15-16/24	METRAPARK EVENTS		-12,160.00
				CIP - MT CANNABIS SHOW 6/15-16/24	CIP FEES	-1,400.00	1,400.00
				FD VNDR BUYOUT - MT CANNABIS SHOW 6/...	CONCESSIONS	-750.00	750.00
				EXPO RENT - MT CANNABIS SHOW 6/15-16/24	EXPO	-7,000.00	7,000.00
				USER SVCS - MT CANNABIS SHOW 6/15-16/24	USER SV FEES	-3,010.00	3,010.00
TOTAL						-12,160.00	12,160.00
Check	23754	07/16/2024	Starplex Corpora...	INV#608292 RESCUED & RECLAIMED 6/29/24	METRAPARK EVENTS		-216.00
				INV#608292 RESCUED & RECLAIMED 6/29/24	STARPLEX SECURITY/USHERS	-216.00	216.00
TOTAL						-216.00	216.00

9:10 AM

08/02/24

## COUNTY OF YELLOWSTONE

## Check Detail

July 2024

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check	23755	07/16/2024	AXS GROUP LLC	INV#835801 AXS FEES - JUNE 2024	METRAPARK EVENTS		-158.40
				INV#835801 AXS FEES - JUNE 2024	AXS FEES	-158.40	158.40
TOTAL						-158.40	158.40
Check	23756	07/16/2024	DEPARTMENT O...	LODGING TAX - APR-JUN 2024	METRAPARK EVENTS		-1,995.24
				LODGING TAX - APR-JUN 2024	AUXILLIARY FEES - CLOSED EVENTS	-1,995.24	1,995.24
TOTAL						-1,995.24	1,995.24
Check	23757	07/16/2024	THE METRA	JURASSIC QUEST 6/7-9/24	METRAPARK EVENTS		-33,031.50
				CIP - JURASSIC QUEST 6/7-9/24	CIP FEES	-15,785.00	15,785.00
				RENT EXPO - JURASSIC QUEST 6/7-9/24	EXPO	-12,900.00	12,900.00
				USER SRV - JURASSIC QUEST 6/7-9/24	USER SV FEES	-1,846.50	1,846.50
				NOVELTY BUYOUT - JURASSIC QUEST 6/7-9...	NOVELTY SALES	-2,500.00	2,500.00
TOTAL						-33,031.50	33,031.50
Check	23758	07/16/2024	THE METRA	RESCUED & RECLAIMED 6/29/24	METRAPARK EVENTS		-1,436.25
				CIP - RESCUED & RECLAIMED 6/29/24	CIP FEES	-200.00	200.00
				RENT GRNDS - RESCUED & RECLAIMED 6/2...	GRANDSTAND/SUPERBARN/GRNDS	-1,000.00	1,000.00
				USER SRV - RESCUED & RECLAIMED 6/29/24	USER SV FEES	-236.25	236.25
TOTAL						-1,436.25	1,436.25
Check	23759	07/17/2024	1111 PRESENTS	PIERCE THE VEIL 7/16/24	METRAPARK EVENTS		-120,967.51
				PIERCE THE VEIL 7/16/24	PIERCE THE VEIL	-120,967.51	120,967.51
TOTAL						-120,967.51	120,967.51
Check	23760	07/17/2024	Starplex Corpora...	I#608303 PIERCE THE VEIL 7/16/24	METRAPARK EVENTS		-5,211.69
				SECURITY - I#608303 PIERCE THE VEIL 7/16/...	STARPLEX SECURITY/USHERS	-5,211.69	5,211.69
TOTAL						-5,211.69	5,211.69
Check	23761	07/17/2024	Starplex Corpora...	I#608301 OUTLAWS #7 7/13/24	METRAPARK EVENTS		-4,170.25
				SECURITY - I#608301 OUTLAWS #7 7/13/24	STARPLEX SECURITY/USHERS	-4,170.25	4,170.25
TOTAL						-4,170.25	4,170.25
Check	23762	07/18/2024	RIMROCK STAG...	INV#202889 PIERCE THE VEIL 7/16/24	METRAPARK EVENTS		-8,286.20
				INV#202889 PIERCE THE VEIL 7/16/24	STAGEHANDS - IATSE LOCAL 140	-8,286.20	8,286.20

9:10 AM  
08/02/24

COUNTY OF YELLOWSTONE  
Check Detail  
July 2024

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL						-8,286.20	8,286.20
Check	23763	07/18/2024	DIA EVENTS	INV#7605 PIERCE THE VEIL 7/16/24	METRAPARK EVENTS		-8,000.00
				INV#7605 PIERCE THE VEIL 7/16/24	SOUND COSTS	-8,000.00	8,000.00
TOTAL						-8,000.00	8,000.00
Check	23764	07/18/2024	Starplex Corpora...	INV#608301 CELEBRATE FREEDOM 7/4/24	METRAPARK EVENTS		-3,554.44
				INV#608301 CELEBRATE FREEDOM 7/4/24	STARPLEX SECURITY/USHERS	-3,554.44	3,554.44
TOTAL						-3,554.44	3,554.44
Check	23765	07/18/2024	American Medica...	INV#310666 OUTLAWS 7/13/24	METRAPARK EVENTS		-318.75
				INV#310666 OUTLAWS 7/13/24	AMBULANCE SERVICES	-318.75	318.75
TOTAL						-318.75	318.75
Check	23766	07/22/2024	Billings Construc...	INV#112914 CELEBRATE FREEDOM 7/4/24	METRAPARK EVENTS		-1,768.00
				INV#112914 CELEBRATE FREEDOM 7/4/24	OTHER	-1,768.00	1,768.00
TOTAL						-1,768.00	1,768.00
Check	23767	07/22/2024	DIA EVENTS	INV#7547 CELEBRATE FREEDOM 7/4/24	METRAPARK EVENTS		-7,350.00
				INV#7547 CELEBRATE FREEDOM 7/4/24	SOUND COSTS	-7,350.00	7,350.00
TOTAL						-7,350.00	7,350.00
Check	23768	07/22/2024	American Medica...	INV#310367 CELEBRATE FREEDOM 7/4/24	METRAPARK EVENTS		-1,162.50
				INV#310367 CELEBRATE FREEDOM 7/4/24	AMBULANCE SERVICES	-1,162.50	1,162.50
TOTAL						-1,162.50	1,162.50
Check	23769	07/22/2024	RIMROCK STAG...	INV#202885 CELEBRATE FREEDOM 7/4/24	METRAPARK EVENTS		-1,456.00
				INV#202885 CELEBRATE FREEDOM 7/4/24	STAGEHANDS - IATSE LOCAL 140	-1,456.00	1,456.00
TOTAL						-1,456.00	1,456.00
Check	23770	07/22/2024	American Medica...	INV#310676 PIERCE THE VEIL 7/16/24	METRAPARK EVENTS		-356.25
				INV#310676 PIERCE THE VEIL 7/16/24	AMBULANCE SERVICES	-356.25	356.25
TOTAL						-356.25	356.25

9:10 AM

08/02/24

## COUNTY OF YELLOWSTONE

## Check Detail

July 2024

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check	23771	07/22/2024	THE METRA	PIERCE THE VEIL 7/16/24	METRAPARK EVENTS		-45,321.95
				CIP - PIERCE THE VEIL 7/16/24	CIP FEES	-8,540.00	8,540.00
				RENT ARENA - PIERCE THE VEIL 7/16/24	ARENA	-15,000.00	15,000.00
				USER SRV - PIERCE THE VEIL 7/16/24	USER SV FEES	-6,097.35	6,097.35
				CONC SALES - PIERCE THE VEIL 7/16/24	Concession Stands	-5,571.50	5,571.50
				MERCH SALES - PIERCE THE VEIL 7/16/24	NOVELTY SALES	-9,557.00	9,557.00
				PARKING - PIERCE THE VEIL 7/16/24	Paid Parking	-678.60	678.60
				SKYBOX F&B - PIERCE THE VEIL 7/16/24	SKYBOX F & B	-6.50	6.50
				SKYBOX TIX - PIERCE THE VEIL 7/16/24	Skybox Rent	-127.00	127.00
				CHARITY SHORT - PIERCE THE VEIL 7/16/24	TICKET SHORTAGE	256.00	-256.00
TOTAL						-45,321.95	45,321.95
Check	23772	07/22/2024	THE METRA	CELEBRATE FREEDOM 7/4/24	METRAPARK EVENTS		-13,800.99
				CIP - CELEBRATE FREEDOM 7/4/24	CIP FEES	-260.00	260.00
				RENT GRNDS - CELEBRATE FREEDOM 7/4/24	GRANDSTAND/SUPERBARN/GRNDS	-1,300.00	1,300.00
				USER SRV - CELEBRATE FREEDOM 7/4/24	USER SV FEES	-2,973.99	2,973.99
				CONC SALES - CELEBRATE FREEDOM 7/4/24	Concession Stands	-5,467.00	5,467.00
				OUTSIDE CONC - CELEBRATE FREEDOM 7/...	Concession - Outside %	-3,800.00	3,800.00
TOTAL						-13,800.99	13,800.99
Check	23773	07/23/2024	TITUS ENTERTAI...	OUTLAWS PLAYOFF 7/13/24	METRAPARK EVENTS		-25,191.11
				OUTLAWS PLAYOFF 7/13/24	ARENA FOOTBALL	-25,191.11	25,191.11
TOTAL						-25,191.11	25,191.11
Check	23774	07/24/2024	STOCKMAN BAN...	BOX OFFICE CHANGE ORDER - FAIR 2024	METRAPARK EVENTS		-21,000.00
				BOX OFFICE CHANGE ORDER - FAIR 2024	BOX OFFICE CHANGE ORDER	-21,000.00	21,000.00
TOTAL						-21,000.00	21,000.00
Check	23775	07/24/2024	THE METRA	OUTLAWS PLAYOFF 7/13/24	METRAPARK EVENTS		-18,067.49
				CIP - OUTLAWS PLAYOFF 7/13/24	CIP FEES	-4,764.50	4,764.50
				RENT ARENA - OUTLAWS PLAYOFF 7/13/24	ARENA	-3,000.00	3,000.00
				USER SRV - OUTLAWS PLAYOFF 7/13/24	USER SV FEES	-2,799.39	2,799.39
				CONC SALES - OUTLAWS PLAYOFF 7/13/24	Concession Stands	-6,983.00	6,983.00
				PARKING - OUTLAWS PLAYOFF 7/13/24	Paid Parking	-504.60	504.60
				SKYBOX F&B - OUTLAWS PLAYOFF 7/13/24	SKYBOX F & B	-16.00	16.00
TOTAL						-18,067.49	18,067.49
Check	23776	07/24/2024	RIMROCK STAG...	INV#202888 OUTLAWS PLAYOFF 7/13/24	METRAPARK EVENTS		-624.00
				INV#202888 OUTLAWS PLAYOFF 7/13/24	STAGEHANDS - IATSE LOCAL 140	-624.00	624.00
TOTAL						-624.00	624.00

9:10 AM  
08/02/24

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
July 2024

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check	23777	07/24/2024	BILLINGS BAR	INV#AR000220 OUTLAWS PLAYOFF 7/13/24	METRAPARK EVENTS		-1,183.00
				INV#AR000220 OUTLAWS PLAYOFF 7/13/24	OTHER	-1,183.00	1,183.00
TOTAL						-1,183.00	1,183.00
Check	23778	07/24/2024	Breakfast Exchan...	OUTLAWS PLAYOFF 7/13/24	METRAPARK EVENTS		-1,293.00
				OUTLAWS PLAYOFF 7/13/24	OTHER	-1,293.00	1,293.00
TOTAL						-1,293.00	1,293.00
Check	23779	07/24/2024	DiA EVENTS	INV#7604 OUTLAWS PLAYOFF 7/13/24	METRAPARK EVENTS		-885.00
				INV#7604 OUTLAWS PLAYOFF 7/13/24	SOUND COSTS	-885.00	885.00
TOTAL						-885.00	885.00
Check	23780	07/30/2024	DiA EVENTS	INV#7549 BLACK DIAMOND 7/6-7/24	METRAPARK EVENTS		-240.00
				INV#7549 BLACK DIAMOND 7/6-7/24	SOUND COSTS	-240.00	240.00
TOTAL						-240.00	240.00
Check	23781	07/30/2024	THE METRA	BLACK DIAMOND 7/6-7/24	METRAPARK EVENTS		-3,665.00
				CIP - BLACK DIAMOND 7/6-7/24	CIP FEES	-180.00	180.00
				RENT GRNDS - BLACK DIAMOND 7/6-7/24	GRANDSTAND/SUPERBARN/GRNDS	-900.00	900.00
				STALLS - BLACK DIAMOND 7/6-7/24	GRANDSTAND/SUPERBARN/GRNDS	-1,270.00	1,270.00
				USER SRV - BLACK DIAMOND 7/6-7/24	USER SV FEES	-1,135.00	1,135.00
				EQUIP - BLACK DIAMOND 7/6-7/24	EQUIPMENT	-180.00	180.00
TOTAL						-3,665.00	3,665.00
Check	23782	07/30/2024	THE METRA	GUN SHOW 7/12-14/24	METRAPARK EVENTS		-7,345.00
				CIP - GUN SHOW 7/12-14/24	CIP FEES	-912.00	912.00
				RENT PAV - GUN SHOW 7/12-14/24	PAVILION	-3,150.00	3,150.00
				USER SRV - GUN SHOW 7/12-14/24	USER SV FEES	-1,865.00	1,865.00
				CONC SALES - GUN SHOW 7/12-14/24	Concession Stands	-1,418.00	1,418.00
TOTAL						-7,345.00	7,345.00



B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: O'Donnell Park Contract with Top Notch Concrete

Submitted By: Monica Plecker

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TOPIC:

O'Donnell Park Contract with Top Notch Concrete

BACKGROUND:

Yellowstone County is entering into a contract with Top Notch Concrete and Skycrest HOA for the completion of park improvements, which include construction of remaining sidewalks and a sports court. The total project cost is \$29,456.00. Per the attached contract, Skycrest HOA shall pay the Contractor directly upon completion and provide proof of payment to Yellowstone County.

RECOMMENDED ACTION:

Approve

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Attachments

Contract

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**Standard Form of Agreement between Owner  
and Contractor on the Basis of a Stipulated Price  
O'Donnell Park Sidewalk and Sports Court**

This agreement is dated as of the \_\_\_\_\_ day of August 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Top Notch Concrete, LLC. (hereinafter called Contractor), and Skycrest HOA (hereinafter called Payer).

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

1. Scope of Work

This project is for the completion of 235' of 4' sidewalk at 4" thick and a 60'x60' at 4" thick sports court located in O'Donnell Park. The Skycrest HOA is funding the project on County owned land. Contractor shall provide all labor and material as outlined for the following:

Basketball/pickle ball court 60'x60' - Concrete=\$9120.00

Remaining county Sidewalk - Concrete =\$2560.00

Rebar \$1000.00

3/4" road material-\$800.00

PVC sleeves-\$100.00

Total Labor-\$15,876.00

Total Materials-\$13,500.00

Total Contract Price 29,456.00

2. Contract Term

Project must be completed and invoiced no later than October 1, 2024

3. Contract Price and Payment

Payer (Skycrest HOA) shall pay the Contractor upon completion \$29,456.00 and provide proof of Payment to Yellowstone County.

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.
- 5.3 The Contractor's quote as detailed in Item 1.
- 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 August \_\_\_\_\_ 2024.


OWNER:

Yellowstone County  
Billings, MT 59101

CONTRACTOR:


Top Notch Contractors LLC  
101 Washington Street  
Billings, MT 59101

\_\_\_\_\_  
John Ostlund  
BOCC Chair

DocuSigned by:  
  
0859C42AB0584BC...  
\_\_\_\_\_  
Michael Charles, Owner

PAYER:

Skycrest HOA  
6421 Skycrest Drive  
Billings, MT 59106

Signed by:  
  
E01483CEA1A343A...  
\_\_\_\_\_  
Shane Hardy, President

Attest:

Jeff Martin  
\_\_\_\_\_  
Clerk & Recorder



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2024

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

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

<b>PRODUCER</b> <b>Billings Office</b> <b>Marsh McLennan Agency LLC</b> <b>P.O. Box 30638</b> <b>Billings, MT 59107-0638</b>	<b>CONTACT NAME:</b> Ann Salisbury <b>PHONE (A/C, No, Ext):</b> (406) 869-4417 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Ann.Salisbury@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B : Montana State Fund	
	INSURER C :	
	INSURER D :	
<b>INSURED</b>  <b>Top Notch Concrete, LLC</b> <b>101 Washington St</b> <b>Billings, MT 59101</b>	NAIC #	
	10677	
	15819	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP 0508853	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0508853	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ENP 0508853	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	034622811	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**\*\*Workers Compensation - Officers/Partners/Members: Michael Charles, Member Manager Excluded**

## CERTIFICATE HOLDER

## CANCELLATION

<b>Yellowstone County</b> <b>PO Box 35000</b> <b>Billings, MT 59107</b>	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 
---	---

B.O.C.C. Regular

7. a.

Meeting Date: 08/13/2024

Title: Billings Public Schools Adult Ed. Contract

Submitted By: Carol Redler

---

TOPIC:

Billings Adult Education Center Agreement for the Period 7/1/24 through 6/30/25

BACKGROUND:

Annual renewal of existing contract.

RECOMMENDED ACTION:

Consent.

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Attachments

Adult Ed 2024-2025

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## CONTRACT FOR SERVICES

07/01/24-06/30/25

This contract is between Yellowstone County Detention Facility (YCDF) and the Billings Adult Education Center of Billings Public Schools (BPS) and reflects the coordination of services for YCDF participants whose academic achievement requires prescriptive tutoring.

1. The Yellowstone County Detention Facility will:
  - a. Provide physical environment for classroom, i.e. classroom tables, chairs, desk, etc.
  - b. Provide request forms to inmates
  - c. Make referrals to education coordinator.
  - d. YCDF shall return materials to education coordinator for those inmates released and who may have had educational materials in their cells. If not returned, YCDF shall provide replacement.
2. The Adult Education Center will:
  - a. Provide necessary education services for students in the form of one full-time teacher, classroom computers, software, books, paper, pens pencils, etc.
  - b. Design program of study for each student
  - c. Escort students to and from classroom.
  - d. Provide enrollment list to YCDF as requested.
  - e. Provide on-site GED testing as scheduled twice per month with a minimum of four hours of testing per session.
  - f. Provide YCDF staff computer in-service as time permits and requested.
3. Student Protocol:
  - a. Incoming inmates informed of educational services available.
  - b. Inmate request form returned to education coordinator.


- c. Education coordinator consults with YCDF staff on appropriateness of inmate request.
- d. (Depending on class load) education coordinator makes inmate contact to discuss starting dates.
- e. Education coordinator enrolls and tests inmates.
- f. Education coordinator designs individual program based on test results and inmate needs.
- g. Education coordinator terminates inmates due to: lack of progress, failure to follow teacher instructions, or violation of classroom rules.
- h. Education coordinator provides enrollment forms, termination list, and an updated database to Adult Education Center and YCDF Administrator upon request.

Yellowstone County agrees to pay the Billings Adult Education Center four quarterly payments totaling \$64,518.00 during the contract period for the following service of a full-time teacher (187 days) according to the current BPS/BEA Negotiated Contract Provisions. Contract period shall be from July 1, 2024, through June 30, 2025.

IN WITNESS WHEREOF, the party sets their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Billings Adult Education Center

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

  
RANDY RUSSELL, DIRECTOR

\_\_\_\_\_  
JOHN OSTLUND, CHAIRMAN

ATTEST:

\_\_\_\_\_  
MARK MORSE, Member

\_\_\_\_\_  
JEFF MARTIN, Clerk and Recorder

\_\_\_\_\_  
DONALD W. JONES, Member

B.O.C.C. Regular

7. b.

Meeting Date: 08/13/2024

Title: YCSO-Motorola Service Agreement

Submitted By: Carol Redler

---

TOPIC:

Extended Warranty Service Agreement for Motorola-Watchguard

BACKGROUND:

Cost of service qualifies for federal drug forfeiture funds.

RECOMMENDED ACTION:

Consent.

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Attachments

Watchguard ext. warranty

---



**MOTOROLA SOLUTIONS**

## SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Contract Number: USC001014885

Contract Modifier:

Date: 30-JUL-2024

Company Name: Yellowstone County Sheriff'S Office

Attn.:

Billing Address: 217 N 27th St

City, State, Zip Code: Billings, MT 59101

Customer Contact: Mike Linder

Phone:

P.O.#: N/A

Customer #: 1000825135

Bill to Tag#: 0016

Contract Start Date: 24-SEP-2024

Contract End Date: 23-SEP-2025

Payment Cycle: IMMEDIATE

Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	WGW00502	***** Recurring Services ***** M500 EXTENDED WARRANTY	\$172.50	\$2,070.00
			Sub Total	\$172.50
			Taxes	\$0.00
			Grand Total	\$172.50
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA SOLUTIONS	

---

If applicable, I have received Statement of Work(s) that describe the services provided on this Agreement.  
Motorola Online Terms Acknowledgement is attached hereto and the Motorola's Service Terms and Conditions are incorporated herein by reference.

<u>Mike J. J.</u>	<u>Sheriff</u>	<u>8-2-24</u>
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

<u>Mike Linder</u>
CUSTOMER (PRINT NAME)

<u>Doug Armstrong</u>	<u>SOLUTIONS ADVISOR</u>	<u>7/30/24</u>
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

<u>DOUGLAS ARMSTRONG</u>	<u>+1 (469) 525-8800</u>
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Matthew Henry Contract

Submitted For: Marci Shafer, Treasurer

Submitted By: Marci Shafer, Treasurer

---

TOPIC:

Matthew Henry Agreement for 2024-2025

BACKGROUND:

2nd year of contract

RECOMMENDED ACTION:

approve

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Attachments

Matthew Henry Agreement

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## **Yellowstone County Agreement for County Superintendent of Schools Services**

### **Introduction**

The Yellowstone County Board of County Commissioners, through Resolution No. 08-71, consolidated the Yellowstone County Superintendent of Schools' Office with the Yellowstone County Treasurer and Assessor's Office. Attached is a copy of the resolution. Marci Shafer, the Yellowstone County Treasurer, Assessor, and Superintendent of Schools, does not have the qualifications to act as Superintendent of Schools. Pursuant to Section 20-3-201(3)(a) of the Montana Code Annotated, Marci Shafer, with the approval of the Yellowstone County Board of County Commissioners, must contract with a qualified person to perform the duties required of a county superintendent of schools under Sections 20-3-207 and 20-3-210 of the Montana Code Annotated. Matthew Henry desires to enter into an agreement with Marci Shafer to perform the duties that she cannot perform as Yellowstone County Superintendent of Schools. Matthew Henry has the qualifications to perform the duties that Marci Shafer cannot perform. Thus, Marci Shafer, the Yellowstone County Treasurer, Assessor, and Superintendent of Schools, and Matthew Henry, with the approval of the Yellowstone County Board of County Commissioners, agrees that Matthew Henry will perform for Marci Shafer the duties which she cannot perform as County Superintendent of Schools under the conditions expressed in this Agreement.

### **Parties**

#### **Yellowstone County**

Yellowstone County Treasurer, Assessor, and County Superintendent of Schools  
Marci Shafer  
P.O. Box 35022  
Billings, Montana 59107  
(406) 256-6933  
mshafer@yellowstonecountymt.gov  
Yellowstone County Courthouse, Room 203

#### **Matthew Henry**

Matthew Henry  
P.O. Box 12024  
Bozeman, Montana 59719  
(406) 551-3737  
matthew\_henry@charter.net

### **Purpose**

Matthew Henry shall perform the duties of the Yellowstone County Superintendent of Schools that Marci Shafer, the Yellowstone County Treasurer, Assessor, and Superintendent of Schools, cannot perform because she lacks the required qualifications. Yellowstone County shall compensate Matthew Henry for the performance of those duties as specified in the Agreement.

### **Term**

The Agreement shall begin on July 1, 2024, and terminate on June 30, 2025.

### **Qualifications**

Pursuant to Section 20-3-201(3)(ii) of the Montana Code Annotated, Matthew Henry, has the qualifications to perform the duties of the Yellowstone County Superintendent of Schools under Sections 20-3-207 and 20-3-210 of the Montana Code Annotated. Matthew Henry is the former county superintendent of schools of Gallatin County, years 2017-2022. Matthew Henry, as necessary, shall file with the Yellowstone County Treasurer, Assessor, and Superintendent of Schools the documentation to indicate that he is qualified to perform the duties under this Agreement.

### **Compensation**

Yellowstone County shall pay Matthew Henry the amount of \$2793.00 per month from July 1, 2024, through June 30, 2025. Matthew Henry shall submit an invoice each month and Yellowstone County will submit payment within thirty days of receiving the monthly invoice.



## **Insurance**

### *Workers Compensation*

Matthew Henry is an independent contractor. Matthew Henry shall carry workers compensation insurance or acquire a waiver exempting him from workers compensation coverage. Matthew Henry, as necessary, shall file with the Yellowstone County Treasurer, Assessor, and Superintendent of Schools the documentation to indicate that he is in compliance with the workers compensation coverage provision.

### *General Liability Insurance*

Matthew Henry shall maintain for the duration of this Agreement Commercial General Liability Insurance that names and protects Yellowstone County against claims for damages resulting from bodily injury, wrongful death, and/or property damage that may arise from services performed under the Agreement. The insurance shall also include errors and omissions coverage for the duties and services being provided to Yellowstone County Treasurer, Assessor, and Superintendent of Schools under this agreement. The minimum insurance coverage requirement is 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. Matthew Henry, as necessary, shall file with the Yellowstone County Treasurer, Assessor, and Superintendent of Schools the documentation to indicate that he is in compliance with the general liability insurance coverage provision.

### *Indemnification*

Matthew Henry shall indemnify and hold harmless, to the fullest extent allowed by law, Yellowstone County, its agents, employees, and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney fees) arising out of, or resulting from the performance of, this agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to, or destruction of, tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the independent contractor, or any agents or representatives, either directly or indirectly, employed by them, for which they are liable.

### *Certificate of Insurance*

All certificates of insurance shall be filed with Yellowstone County on the standard ACORD certificate of insurance form showing the specific limits of insurance, coverage modifications, and endorsements required, and showing, Yellowstone County as an additional insured.

## **Duties**

Matthew Henry shall perform the following duties:

- (1) Act as a responsible official for the following elementary district that does not employ a district superintendent or principal, including performing staff evaluations and overseeing the education program (Mont. Code Ann. §20-3-207). The district is Morin Elementary School District #17.
- (2) Act as an impartial hearings officer for the County for all matters of controversy arising in the County as a result of decisions of the trustees of a district in the County (Mont. Code Ann. §20-3-210). The Yellowstone County Attorney's Office shall provide legal assistance to Matthew Henry without charge for the fulfillment of his duties under this contract. If the Yellowstone County Attorney's Office is unable to provide legal assistance to Matthew Henry, the County Attorney's Office will retain an attorney to provide Matthew Henry with legal assistance. The County Attorney's Office shall pay the expenses related to the retained attorney. The Yellowstone County Treasurer, Assessor, and Superintendent of School's Office shall pay all expenses incurred by Matthew Henry because of a hearing, such as a court reporter and transcript fees.
- (3) Determine, establish, and reestablish trustee-nominating districts in accordance with the provisions of Mont. Code Ann. §§20-3-352, 20-3-353, and 20-3-354;
- (4) Fulfill all responsibilities assigned under the provisions of Mont. Code Ann. Title 20 regulating the organization, alteration, or abandonment of districts;
- (5) Process and, when required, act on school isolation applications in accordance with the provisions of Mont. Code Ann. §20-9-302;

(6) For districts that do not employ a district superintendent or principal, recommend library book and textbook selections in accordance with the provisions of Mont. Code Ann. §§20-7-204 and 20-7-602;

(7) Notify the Superintendent of Public Instruction of a textbook dealer's activities when required under the provisions of Mont. Code Ann. §20-7-605 and otherwise comply with the textbook dealer provisions of Mont. Code Ann. Title 20;

(8) Perform any other duty prescribed from time to time by Title 20, any other act of the legislature, the policies of the board of public education, the policies of the board of regents relating to community college districts, or the rules of the Superintendent of Public Instruction;

(9) Hold meetings for the members of the trustees, from time to time, at which matters for the good of the districts must be discussed;

(10) Provide advice to the Chair of the County Transportation Committee pursuant to Mont. Code Ann. §20-3-206(1);

(11) When necessary, act as attendance officer for a district under the conditions prescribed by Mont. Code Ann. §20-5-104;

(12) Hear and make decisions on petitions to transfer territory from one school district to another pursuant to Mont. Code Ann. §20-6-105;

(13) Give aid and support in establishing school budgets and setting school levies as needed as prescribed in Mont. Code Ann. §20-3-205(k).

(14) During the term of the contract, Matthew Henry will be enrolled in the Montana Association of County School Superintendents (MACCS) under the County's paid membership.

#### **County Assistance**

##### *Office Costs*

Pursuant to Section 20-3-203 of the Montana Code Annotated, the County shall supply Matthew Henry with suitable office space, if required when present, and general office supplies not to include a computer, printer, or other appliances. Any supplies that are provided shall be used solely for discharging duties, remain the property of Yellowstone County, and must be returned to the County by Matthew Henry immediately upon the termination of this Agreement.

##### *Travel*

Matthew Henry shall visit the Morin School District at least once each school year pursuant to Section 20-3-207 of the Montana Code Annotated and shall make quarterly visits to the office of the Yellowstone County Treasurer, Assessor, and Superintendent of Schools on mutually agreed upon dates. Matthew Henry shall be responsible for all travel expenses related to these visits. In the event that additional visits are requested by the Morin School District exceeding one (1) per year, or for hearings or other onsite meetings prescribed in the Montana Code Annotated or as deemed necessary by the Yellowstone County Treasurer, Assessor, and Superintendent of Schools, reasonable travel expenses shall be paid by the County. Reimbursement for any visits that require lodging must be approved by the Yellowstone County Treasurer in advance.

#### **Ownership and Publication of Materials**

The County shall own all work product, information, and narratives that result from the performance of this Agreement. None of the results, information, tables, or other data or work product produced may be published without the prior written permission of the County.

#### **Independent Status and Taxes**

Matthew Henry is an independent contractor. The County shall not deduct from the compensation provided or make any payment on behalf of Matthew Henry for any federal, state, and municipal taxes. Matthew Henry shall pay all taxes that may be required or charged on the compensation under this Agreement.

#### **Monitoring and Clarification**

The County shall have the right to inspect the work in progress performed under this Agreement. If needed, further itemization or clarification of specific tasks shall be accomplished through discussion between the County and Matthew Henry.

#### **Termination/Default**

Either party may terminate the Agreement for any reason upon 60 days written notice of termination. A party shall send written notification of termination to the address of the other party listed in this Agreement.

#### **Civil Rights**

The parties agree that all persons with responsibilities in the performance of the terms of this Agreement shall not discriminate against anyone on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicap, ancestry, or sexual orientation, in any activities performed, pursuant to this Agreement.

#### **Governing Law**

In the event of litigation concerning this Agreement, the venue shall be the Thirteenth Judicial District in and for the County of Yellowstone, State of Montana. This Agreement shall be interpreted according to the laws of Montana.

#### **Debarment and Suspension**

Pursuant to Federal Executive Order 12549 and its implementing regulations in 34 CFR Part 85, Section 85.510, Matthew Henry certifies that he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, and will not knowingly enter into any subcontract or sub-grant with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If, at any time during the course of this contract, Matthew Henry is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, notice will be provided to the County within 24 hours of Matthew Henry receiving such notice. A suspension or debarment that makes Mr. Henry incapable of completing his duties under this contract, will be sufficient grounds for the County to terminate the contract immediately.

#### **Access to Records**

The County shall have access to all records and financial data and supporting documentation regarding the performance of this Agreement.

#### **Text of Contract/Modification/Assignment**

This document contains the entire Agreement between the parties and shall not be enlarged, modified, altered, assigned, transferred, or subcontracted except upon written agreement signed by all parties to this Agreement. No statement, promises or inducements made by either party, which are not contained in this written Agreement, shall be valid or binding.

#### **Liaison**

The County Superintendent of Schools shall serve as liaison for the County for this Agreement.

#### **Assignment**

Matthew Henry shall not assign any duty under this Agreement. Matthew Henry may delegate part or all of any duty required under this Agreement, except those required by Mont. Code Ann. §§20-3-207 (Assisting Trustees with School Supervisions, in particular, subsection (1)), and 20-3-210 (Controversy Appeals and Hearings), to an employee of the County provided that Matthew Henry retains direct supervision of the performance of the duty.

**Fiscal Year 20\_\_ Documents**

Administrative Certificate  
Oath of Office  
Workers Compensation Insurance/Waiver  
General Liability Insurance Bill  
General Liability Certificate of Insurance

**Fiscal Year 20\_\_ Documents**

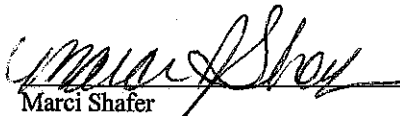
Administrative Certificate  
Oath of Office  
Workers Compensation Insurance / Waiver  
General Liability Insurance Bill  
General Liability Certificate of Insurance

**Fiscal Year 20\_\_ Documents**

Administrative Certificate  
Oath of Office  
Workers Compensation Insurance / Waiver  
General Liability Insurance Bill  
General Liability Certificate of Insurance

**Yellowstone County Treasurer, Assessor and Superintendent of Schools**

Dated this 7 day of Aug, 2024.



Marci Shafer  
Yellowstone County Treasurer, Assessor, and Superintendent of Schools

Dated this 7<sup>th</sup> day of August, 2024.



Matthew Henry  
Yellowstone County Contracted Superintendent of Schools

**Yellowstone County Board of County Commissioners**

Approved by Yellowstone County Board of County Commissioners

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Yellowstone County Commissioner

\_\_\_\_\_  
Yellowstone County Commissioner

\_\_\_\_\_  
Yellowstone County Commissioner

Attest:

\_\_\_\_\_  
Jeff Martin  
Yellowstone County Clerk and Recorder

B.O.C.C. Regular

9. a.

Meeting Date: 08/13/2024

Title: Partnership Agreement with YSC and Billings School District #2

Submitted By: Teri Reitz, Board Clerk

---

**TOPIC:**

Partnership Agreement between Youth Services Center and Billings School District #2

**BACKGROUND:**

See attached document.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

Partnership Agreement between YSC and SD2

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**PARTNERSHIP AGREEMENT  
BETWEEN  
TED LECHNER YOUTH SERVICES CENTER  
AND  
BILLINGS SCHOOL DISTRICT #2  
2024-2025**

The purpose of this agreement is to define the responsibilities of the Ted Lechner Youth Services Center (TLYSC) and Billings Elementary School District No. 2, Yellowstone County, and Billings High School District No. 2, Yellowstone County (collectively, the "District") in their cooperative effort to provide support to juvenile detained students while they are pursuing graduation or HiSet requirements.

**PROGRAMS INVOLVED:**

Billings School District No. 2  
Dr. Erwin Garcia, Superintendent  
415 North 30th Street  
Billings, MT 59101

John Ostlund, Chairman  
Yellowstone County Commissioner  
PO Box 35000  
Billings, MT 59107

**PROGRAM AGREEMENTS:**

**Responsibilities of Ted Lechner Youth Services Center**

- Provide for uninterrupted learning opportunities while being detained in the TLYSC
- Obtain a Consent to Release of Information for collaboration between the District and the TLYSC
- Support the District's Policies and Procedures
- Encourage students in achieving high levels of school attendance and performance
- Refer students who are at risk to appropriate professionals for evaluation
- In collaboration with the District and parents, develop service plans for students with disabilities
- Refer students appropriately to educational programs such as HiSet or Adult Education
- Provide professional development opportunities to school personnel assigned to TLYSC
- Communicate and coordinate with the District regarding TLYSC students' progress and activities

**Responsibilities of the District**

- Provide for professional development activities focusing on working with At-Risk students
- Provide educational materials as appropriate, for online instruction
- Collaborate by exchanging information regarding student parents' activities and attendance as allowable by State and Federal law.



## **REVIEW**

Both parties shall assist in on-going evaluation of the collaborative efforts between TLYSC and the District on behalf of detained students. They will maintain a flexible partnership with appropriate time lines and procedures to enhance services to the students, within the terms of this Agreement and applicable State and Federal laws.

This agreement will be reviewed annually with any necessary changes being modified with the agreement of both parties.

## **TERMINATION OF AGREEMENT**

Either party may terminate this agreement upon 90 days written notice to the other party.

---

John Ostlund, Chairman  
Yellowstone County Commissioner

---

Date

---

Dr. Erwin Garcia, Superintendent  
Billings School District #2

---

Date

B.O.C.C. Regular

9. b.

Meeting Date: 08/13/2024

Title: NCIC Contract

Submitted By: Teri Reitz, Board Clerk

---

TOPIC:

NCIC Contract with Youth Services Center

BACKGROUND:

This agreement is for handheld tablets at the Youth Services Center.

RECOMMENDED ACTION:

Approve.

---

Attachments

NCIC Contract

---



## NCIC Correctional Communications Service Subscriber Agreement

CONTRACT BETWEEN TED LECHNER YOUTH SERVICES CENTER AND NETWORK COMMUNICATIONS INTERNATIONAL CORP. dba NCIC INMATE COMMUNICATIONS (NCIC).

This NCIC Correctional Services Subscriber Agreement ("Agreement") is made this 1st day of August, 2024 ("Effective Date"), by and between NCIC Inmate Communications (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and ("Subscriber") having its principal place of business at:

Address: 410 s 26<sup>th</sup> St.

City, State, & Zip Code: Billings, MT 59101

Contact: Sam Bofto, Director

Phone: 406-256-6825

Email: sbofto@yellowstonecountymt.gov

### WITNESSETH

**Whereas**, Subscriber, whether a governmental or private entity, assumes the responsibility for the management, supervision, custody, protective care, and control of incarcerated individuals residing in the specified facility(ies) outlined below:

Ted Lechner Youth Service Center

410 S 26<sup>th</sup> Street

Billings, MT 59101

For the purposes of this Agreement, the term "Facility" or "Facilities" refers to the confinement facility(ies) specified above, as well as all associated buildings, grounds, property, and any other matters connected to the Facility or Facilities.

**Whereas**, Provider is qualified and willing to provide Subscriber with the InTouch Educational Tablet System for correctional education services and approved communication services for incarcerated populations.



**Therefore, in consideration of the mutual benefits to be derived hereby, Subscriber and Provider do hereby agree to the following terms:**

## **I. TERM**

This Agreement shall begin on the Effective Date and continue in full force and effect for a period of one (1) year from such date ("Initial Term") and will automatically renew under the same terms and conditions for a period of seven (7) years ("Renewal Term") if notice of non-renewal is not received at least ninety (90) days prior to the completion of the Initial Term. Upon completion of the Initial and Renewal Terms, this Agreement shall continue in full force and effect for additional periods of twelve (12) months each if no action is taken by either Party.

## **II. TERMINATION**

Subscriber may terminate this Agreement for cause, pursuant to the provisions of Paragraph IV(A). Provider shall have the right to terminate this Agreement pursuant to the provisions of Paragraph IV(A).

## **III. COMMUNICATIONS SYSTEMS FOR INCARCERATED POPULATION**

### **A. Installation of Correctional Tablet System**

Provider shall provide to Subscriber, at no cost, a fully operational, high-security and reliable Correctional Tablet System to be installed at the Facility. The system provided to Subscriber shall include all equipment, installation, infrastructure and network, training, operation, ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard. The Correctional Tablet System shall, depending on the requirements of Subscriber, be capable of providing educational and communication options well as a range of complementary paperless applications such as secure electronic messaging, tickets / kites, digital mail delivery and access to approved third-party applications based on the preferences and allowances of Subscriber.

### **B. Provider's Responsibilities**

Provider shall be responsible for the following regarding the Correctional Tablet System:

1. Adhering to any and all municipal, state or federal requirements for equipment installation, certification, training or registration during the life of the Agreement;
2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all correctional tablets and related services provided throughout the duration of the Agreement;
3. Making any system modifications necessary to allow incarcerated users to participate in educational and rehabilitative courses in compliance with any industry standards or requirement change(s) at no cost to Subscriber;
4. Complying with and updating the Correctional Tablet System for any regulatory changes and requirements during the life of the Agreement. These changes include

federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;

5. Providing a Correctional Tablet System which includes, but is not limited to, system infrastructure, network, database, servers, call / video processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
6. Installing new equipment at all included Facilities and any required station cabling as determined necessary;
7. Providing systems and equipment that support the Facility's or Facilities' monitoring/security needs, including terminals and digital recording equipment as determined necessary;
8. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical transaction information;
9. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the communications equipment;
10. Providing ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;
11. Providing all required training and instructional materials required for use of the tablet services as applicable to incarcerated persons, families, and/or Facility staff; and
12. Providing all related support services not otherwise indicated herein.

### **C. Correctional Tablet System Installation**

As part of the installation process of the Correctional Tablet System at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-using existing station cabling is unavailable or new locations are required) for installation and maintenance of the Correctional Tablet System;
2. Wherever possible, re-use existing station cabling installed at each Facility for the Correctional Tablet System. In cases where existing station cabling cannot be used, Provider shall install new station cabling (Category 6 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;
3. Comply with the security guidelines on institutional security policies; and
4. Provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

### **D. Correctional Tablet System Functionality**

The system installed by Provider shall have the following functions:



1. Be fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of all services;
2. Provide security features which prevent unauthorized individuals from accessing any information held by Provider;
3. Offer secured access to the system and the database for Subscriber's authorized users;
4. Provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Agreement, and;
5. Ensure that informational flyers, placards or other media is provided to the incarcerated population and visitors showing communication systems use instructions, rate information and any other information deemed essential to the utilization of the system.

#### **E. Ownership of Correctional Tablet Equipment**

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider.

#### **F. Responsibilities of Subscriber**

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any applicable governmental or private entity for Provider and/or its subcontractors to:
  - a. Access any part of the Facility deemed necessary by Provider;
  - b. Perform any and all work necessary to install, repair, replace, or remove the Correctional Tablet System and its components; and
  - c. Perform any contractual duty imposed on Provider in this Agreement;
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security escorts, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the Correctional Tablet System and its components;
4. Providing prompt notice to Provider of any damage, defect, or needed repair to the Correctional Tablet System or any of its components;
5. Making reasonable efforts to penalize detainees who are found to have deliberately damaged any Provider-owned Correctional Tablet Equipment;

#### **G. Equipment Service & Maintenance**

With regard to the Correctional Tablet System, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities with regard

to all labor, materials, service hardware and/or software. Provider shall further warrant that any equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as reasonably required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to Subscriber, and Subscriber shall accept the detailed plan of service.

#### **IV. MISCELLANEOUS**

##### **A. Termination**

Either party may terminate this Agreement for cause prior to expiration of the Initial Term or Renewal Term(s) if there is an alleged breach of the term(s) by the offending party. If an alleged breach of this Agreement occurs, the offended party shall provide written notice to the offending party, demanding that the offending party cure said breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

##### **B. Indemnification**

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Provider, or its employees or agents, in the course of the operations of this Agreement. This obligation by Provider to indemnify, defend, and hold Subscriber harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages. Subscriber shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Provider, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Subscriber, or its employees or agents, in the course of the operations of this Agreement. This obligation by Subscriber to indemnify, defend, and hold Provider harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

##### **C. Provider's Insurance**

Provider agrees to maintain the insurance coverage required to be maintained by Provider and to maintain such insurance in effect at all times during the existence of this Agreement.

##### **D. Assignment**

In the event that Provider transfers, sells, or assigns its rights under this Agreement, there shall be no required consent by Subscriber to the assignment of this Agreement.



#### **E. Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### **F. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

#### **G. Governing Law**

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

#### **H. No Third-Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

#### **I. Exclusivity and Right of First Refusal**

In consideration of the compensation and services to be provided herein, Subscriber grants to Provider the exclusive right to install and the Correctional Tablet System and any other services offered by Provider of any type, including Telephone service, Video Visitation service, Secure Electronic Messaging service (the "Correctional Communications Systems") within its Facility or on its private property (Location) during the term of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with any of those products or services that are or could be supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber's Facility, including any present or future Subscriber Facilities. Provider will have the exclusive right to provide those products and services to be installed, implemented, or used at Subscriber's Facility throughout the term of this Agreement, including any renewals and/or extensions of this Agreement, and shall also have the exclusive right to install, monitor, and provide services for any other Correctional Communication Systems, including but not limited to communications, educational or entertainment products or services, tablets, video visitation, secure electronic messaging and electronic mail, sought by Subscriber to be used, installed, or implemented at the Facility during the term of this Agreement, whether the products or services are for incarcerated persons located at Subscriber's Facility or at third-party Facilities owned and/or managed by Subscriber; however, Provider shall not be obligated to exercise this exclusive right.

#### **J. Circumstances Uncontrollable by Provider**

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice upon the occurrence of circumstances outside Provider's control related to the

Facilities including, without limitation, 1) changes in rates, regulations, or operations mandated by law; 2) reduction in incarcerated population or capacity; 3) changes in jail policy or economic conditions; 4) acts of God or actions constituting force majeure, as stated in Paragraph IV(E) above; or 5) actions taken by the Facility that negatively impact the Provider's business. Subscriber acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking the necessary actions in order to be in compliance with those federal, state, or local regulatory requirements.

#### **K. Suspension of Unused Applications**

With regard to applications, software, or products that are licensed to Subscriber such as Educational Courses, Rehabilitation Programs and other features, products or applications licensed as part of the Correctional Tablet System, if the features, products, or applications are not accessed or used within ninety (90) consecutive days, Provider reserves the right to disable such applications and only re-enable such applications when requested.

#### **L. Cooperative Purchasing for other Agencies**

Subscriber will permit other City, County and State agencies to utilize the terms and conditions of this Agreement, offering the prices, terms and conditions offered herein to other government agencies who wish to participate in a Cooperative Purchase program with Subscriber's agency, where such cooperative usage will contribute to any volume discounts or incentives for participating agencies. Other agencies will be responsible for entering into separate Agreements with Provider and for all payments thereunder.

#### **M. Successors and Assigns**

Each of the covenants in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Provider and Subscriber.

#### **N. Entire Agreement**

Unless the parties agree otherwise in a written Agreement which specifically identifies this Agreement, including any attachments, amendments, addendums or exhibits, by date of execution and signatories, any services requested by Subscriber and any goods, services, or equipment furnished by Provider shall be provided by Provider under the terms of this Agreement. In the event of any conflict between this Agreement and any work order or purchase order, this Agreement shall control. This Agreement supersedes all other agreements, oral or written, previously entered into with respect to the subject matter contained in this Agreement and the transactions which it contemplates, and it contains the entire Agreement of the parties, including without limitation all Agreements with respect to warranties.

#### **O. Counterpart Execution and Electronic Signatures**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument. All parties consent to the use of DocuSign or a similar electronic document execution service to take place of a physical signature on this Agreement, and that the electronic signatures will be the same as if physically signed by each party.



#### P. Further Assurances

The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties unless otherwise specifically provided herein. Nonetheless, all parties shall cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

#### Q. Dispute Resolution

Prior to the filing of a lawsuit by any party to this Agreement, Provider and Subscriber agree that any disputes between them shall be resolved in the following manner:

- a. The parties shall refer the dispute to a certified mediator in order for the mediator to conduct a mediation of the dispute and attempt to reach a mutual agreement between the parties concerning the dispute. Said mediation shall commence no later than thirty (30) days after the receipt of notice by the other party that mediation of the dispute is requested. The parties shall mediate the dispute in good faith and use all reasonable measures to resolve the dispute. The cost of the mediation shall be divided equally between the parties.
- b. If no timely resolution of the dispute occurs through mediation, any party may demand binding arbitration pursuant to Chapters 171 and 173 of the Texas Civil Practice and Remedies Code only if the parties have previously mediated the dispute.

#### R. Authority of Signatories

Each of the individuals signing this Agreement have full power and authority to enter into this Agreement on behalf of Provider and Subscriber and to fully bind Provider and Subscriber to the terms of this Agreement.

SIGNED on this 5th day of August, 2024

	<b>Subscriber</b>		<b>Provider</b>
<b>Signature</b>	_____	<b>Signature</b>	<u>William L. Pope</u>
<b>Print Name</b>	_____	<b>Print Name</b>	William L. Pope
<b>Title</b>	_____	<b>Title</b>	President
<b>Date</b>	_____	<b>Date</b>	<u>8-5-24</u>

## Rates and Fees

### CORRECTIONAL TABLET SERVICE

Per-Month, Per-Tablet Flat Rate (Handheld Tablets)	\$50.00
Per-Month, Per-Tablet Flat Rate (Portable Kiosk)	\$50.00
Access to LexisNexis Law Library	\$17.55/Month (\$0.65 per Device, per Month)
Setup and Installation Costs	\$0.00

Provider will provide Twenty Six (26) Handheld Tablets and one (1) Portable Kiosk for the initial deployment. The flat monthly cost for services provided will be \$1,367.55.

Subscriber Initials \_\_\_\_\_  
Date \_\_\_\_\_

Provider Initials AP  
Date 8-5-29

B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: PARS

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

**PERSONNEL ACTION REPORTS - Elections** -1 Termination; **Sheriff's Office** - 2 Appointments, 1 Salary & Other; **Detention Facility** - 2 Appointments, 1 Termination; **Motor Vehicle** - 2 Appointments, 1 Termination; **Road & Bridge** - 1 Appointmen

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

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Attachments

PARS

PARS1

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YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

AUG 05 2024

Section 1

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

Name: Rebecca Hert Effective Date: 7/31/2024  
Current Title: Elections Assistant II Gr.      Salary \$ 22,600  
Title Change:      Gr.      Salary \$     

Check as Applicable:

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

Funding: 1000 - 000 - 104,410600 - 111 Percent 100% New Account       
Percent      Split Account     

[Signature] 7/31/2024  
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note:       
St. Vrain 8-5-24 Date  
Director

Note:      Date  
[Signature] 8.5.24  
Director

H.R. Comments:

Commissioner's Action  
Approve      Disapprove     

Chair     

Date entered in payroll     

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

Member     

Member

AUG 05 2024

# YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

## Section 1

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

Name: James Zabel

Current Title: Dep Sheriff/FTO

Gr. \_\_\_\_\_

Salary \$ 33.35

Title Change: Corporal/FTO

Gr.           

Salary \$ 35.94

**Check as Applicable:**

Regular Full Time: xx New Hire: \_\_\_\_\_

Regular Part Time: \_\_\_\_\_

Temp Full Time: \_\_\_\_\_

Temp Part Time: \_\_\_\_\_

Termination: \_\_\_\_\_

Seasonal Hire: \_\_\_\_\_ Promotion: xx

Replaces position \_\_\_\_\_

Transfer: \_\_\_\_\_

Name \_\_\_\_\_

New Budgeted Position

Other: \_\_\_\_\_

Reclassification: \_\_\_\_\_

Funding:	2300	- 132	- 420150	Percent 111	New Account
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	Percent	Split Account
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07/31/2024

## Section 2

Human Resources:

Finance:

Note:

Note: \_\_\_\_\_ Date \_\_\_\_\_  
Director \_\_\_\_\_

H.R. Comments:

Commissioner's Action  
Approve Disapprove

Date entered in payroll

Clerk &amp; Recorder - original

Human Resources – canary

Auditor – pink

Department - goldenrod

revised 02/13



AUG 05 2024

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

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

Name: Nancy Kubesch  
Current Title: Title Clerk  
Title Change: \_\_\_\_\_

Effective Date: 8-15-2024  
Gr. C Salary \$ 18.55  
Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

Regular Full Time: ☒  
Regular Part Time: \_\_\_\_\_

New Hire: \_\_\_\_\_  
Rehire: \_\_\_\_\_

Temp Full Time: \_\_\_\_\_  
Temp Part Time: \_\_\_\_\_

Termination: ☒  
Promotion: Retirement

Seasonal Hire: \_\_\_\_\_

Replaces position \_\_\_\_\_  
Name \_\_\_\_\_  
New Budgeted Position \_\_\_\_\_

Transfer: \_\_\_\_\_  
Demotion: \_\_\_\_\_

Other: \_\_\_\_\_

Reclassification: \_\_\_\_\_

Funding: 1000 - 000 - 113.410540 - 111

Percent \_\_\_\_\_ New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

Justin M. Quen  
Elected Official/Department Head

8-1-2024  
Date

Section 2

Human Resources:

Finance:

Note: \_\_\_\_\_  
Director August 5-5-24 Date

Note: \_\_\_\_\_  
Director August 8.5.24 Date

H.R. Comments: \_\_\_\_\_

Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

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

Chair \_\_\_\_\_  
Member MM \_\_\_\_\_  
Member MM \_\_\_\_\_

AUG 03 2024

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

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

Name: Bryant Webb Effective Date: 08/08/2024  
Current Title: Detention Officer Gr.      Salary \$ 24.60  
Title Change:                      Gr.      Salary \$           

Check as Applicable:

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

Replaces position      Transfer:       
Name                      Demotion:       
New Budgeted Position     

Other:      Reclassification:     

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

B. Webb 07/31/2024  
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note:                      Note:                       
Director Date Director Date  
Shogren 8-5-24 Shogren 8.5.24

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

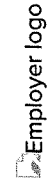
Chair     

Member     

Member     

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

AUG 06 2024



# Hire/Personnel Action Form

## Employee Information

Employee  
Caitlin Grusing

## Hire Information




Position Details	Hire Req#	Job Type
Booking Clerk (B) (5080)	202300208	Full-Time Regular
Person ID	Job Class	Pay Rate
53383265	Booking Clerk (C)	\$20.87
Department	Job Class:#	HireDate
Sheriff's Office	5080	8/12/24
Division		
Detention Facility		

## Comments


Funding: 2300136.420200.111 @ 100%  
replaces: Prescott

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	8/6/24 1:38 PM
FINANCE	JENNIFER JONES	8/6/24 1:54 PM

Commissioners Action	
Approve	Disapprove
Chair 	_____
Member 	_____
Member 	_____

AUG 05 2024

 Employer logo

# Hire/Personnel Action Form

## Employee Information

Employee  
Travis Brewington

## Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202300207	Full-Time Regular
Person ID	Job Class	Pay Rate
699281	Deputy Sheriff (Patrol) (MCA)	\$31.33
Department	Job Class#	HireDate
Sheriff's Office	5045	8/12/24
Division		
Sheriff Patrol		

## Comments

Funding: 2300.132.420150.111 @ 100%  
replaces: Schmidt

## Approvals

HUMAN RESOURCES	LynnDee Schmidt	8/5/24 11:19 AM
FINANCE	JENNIFER JONES	8/5/24 11:42 AM

Commissioners Action  
Approve Disapprove

Chair




Member



Member



 Employer logo

Yellowstone County Commissioners  
RECEIVED

AUG 08 2024

## Hire/Personnel Action Form

### Employee Information

Employee

Christina Duncan

### Hire Information

Position Details

Evidence Coordinator (C)  
(5042)

Person ID

58306932

Department

Sheriff's Office

Division

Sheriff Detective

Hire Req#

202300205

Job Class

Evidence Coordinator (C)

Job Class#

5042

Job Type

Full-Time Regular

Pay Rate

\$22.83

HireDate

9/1/24

### Approvals

HUMAN RESOURCES

CHARRI  
VICTORY

8/8/24 10:05 AM

FINANCE

JENNIFER  
JONES

8/8/24 10:06 AM

Commissioners Action  
Approve Disapprove

Chair



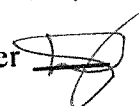
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Member




\_\_\_\_\_

Member



\_\_\_\_\_

 Employer logo

Yellowstone County Commissioners  
RECEIVED

AUG 08 2024

# Hire/Personnel Action Form

## Employee Information

Employee  
Erik Rios




## Hire Information


Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202300188	Full-Time Regular
Person ID	Job Class	Pay Rate
58674951	Detention Officer (D)	\$24.07
Department	Job Class#	HireDate
Sheriff's Office	5090	8/12/24
Division		
Detention Facility		

## Approvals

HUMAN RESOURCES	CHARRI VICTORY	8/8/24 9:26 AM
FINANCE	JENNIFER JONES	8/8/24 9:34 AM

Commissioners Action  
Approve   Disapprove

Chair		_____
Member		_____
Member		_____

 Employer logo

Yellowstone County Commissioners  
RECEIVED

AUG 08 2024

# Hire/Personnel Action Form

## Employee Information

Employee  
Nevaeh Chandler



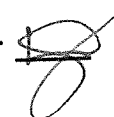
## Hire Information

Position Details	Hire Req#	Job Type
Motor Vehicle Clerk (C) (2050)	202300216	Full-Time Regular
Person ID	Job Class	Pay Rate
58802784	Motor Vehicle Clerk (C)	\$17.93
Department	Job Class#	HireDate
Treasurer/Supt. of Schools/Motor Vehicle	2050	9/4/24
Division		
N/A		

## Approvals

HUMAN RESOURCES	DWIGHT	8/8/24 10:29 AM
	VIGNESS	
FINANCE	JENNIFER	8/8/24 10:33 AM
	JONES	

Commissioners Action  
Approve Disapprove

Chair		_____
Member		_____
Member		_____



Employer logo

Yellowstone County Commissioners  
RECEIVED

AUG 08 2024

# Hire/Personnel Action Form

## Employee Information

Employee

Andrea Kondracki-Gause

## Hire Information

Position Details

Motor Vehicle Clerk (C)  
(2050)

Person ID

58773050

Department

Treasurer/Supt. of  
Schools/Motor Vehicle

Division

N/A

Hire Req#

202300216

Job Class

Motor Vehicle Clerk (C)

Job Class#

2050

Job Type

Full-Time Regular

Pay Rate

\$17.93

HireDate

8/26/24

## Approvals

HUMAN RESOURCES

DWIGHT

8/8/24 10:29 AM

VIGNESS

FINANCE

JENNIFER

8/8/24 10:33 AM

JONES

Commissioners Action  
Approve Disapprove

Chair



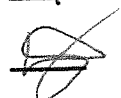
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Member



\_\_\_\_\_

Member



\_\_\_\_\_

 Employer logo

Yellowstone County Commissioners  
RECEIVED

AUG 07 2024

# Hire/Personnel Action Form

## Employee Information

Employee

Matthew Marko

## Hire Information

Position Details	Hire Req#	Job Type
Mechanic (E/F) (4030)	202300202	N/A
Person ID	Job Class	Pay Rate
58920891	Mechanic (E/F)	\$29.00
Department	Job Class#	HireDate
Public Works	4030	8/5/24
Division		
Road		

## Comments

2110.401.430200.111 replaces Jellybie Lai 100%

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	8/7/24 8:23 AM
FINANCE	JENNIFER JONES	8/7/24 8:50 AM

Commissioners Action  
Approve Disapprove

Chair

Member

Member

B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

---

TOPIC:

Payroll Audit for July 16 - July 31, 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

---

Attachments

Payroll Audit

---

RECEIVED

AUG 06 2024

YELLOWSTONE COUNTY  
CLERK AND RECORDER

PAYROLL AUDIT  
July 16 to July 31, 2024

Date: 8/6/2024  
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
8/6/24	Ahrens, Kayln	Metra	No record of payroll journal
8/6/24	Horsman, Sherri	Metra	Hours worked s/b regular (no overtime worked)
8/6/24	Mooney, Sharon	Metra	No record of payroll journal
8/6/24	McIsaac, Logan	Public Works	Missing .37 sick leave adjustment on employee summary

B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: 2024 DOR Certified Values

Submitted By: Teri Reitz, Board Clerk

---

TOPIC:

2024 DOR Certified Values

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

---

Attachments

2024 DOR Certified Values

Taxable Valuation Info SOIL

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2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 12 - MOLT ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	98,694
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	1,340
3. 2024 Taxable Value of Newly Taxable Property.....	\$	-
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	1,340
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information  
(15-10-202, MCA)  
Yellowstone County  
SD 2 - BLGS ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	18,640,215,856
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	305,590,294
3. 2024 Taxable Value of Newly Taxable Property.....	\$	6,699,956
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	294,739,106
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value
NORTH 27TH ST EXPAND	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	11,005,882	7,124,210	5,519,626 ^

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 10,851,188

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.





2024 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

BILLINGS HIGH SCHOOL

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	23,234,132,227
2. 2024 Total Taxable Value <sup>2</sup>	\$	382,140,736
3. 2024 Taxable Value of Newly Taxable Property	\$	10,794,541
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	369,641,630
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup>		
(Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-
7. TIF Districts		

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
NORTH 27TH ST EXPAND	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 12,499,106

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 3 - BLUE CREEK ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	439,093,592
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	6,757,616
3. 2024 Taxable Value of Newly Taxable Property.....	\$	185,354
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	6,757,616
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 4 - CANYON CREEK ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	452,108,824
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	7,290,202
3. 2024 Taxable Value of Newly Taxable Property.....	\$	543,427
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	7,290,202
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2) .....	\$	-
6. 2024 Tax Loss from HB212 .....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			

Total Incremental Value		\$	-
Preparer	Dawn O	Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value  
<sup>2</sup>Taxable value is calculated after abatements have been applied  
<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts  
<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.	
I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 7 - LAUREL ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	2,608,810,202
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	58,842,395
3. 2024 Taxable Value of Newly Taxable Property.....	\$	3,838,642
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	56,836,859
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value
LAUREL	3,174,759	1,169,223	2,005,536

Preparer	Dawn O	Total Incremental Value	\$	2,005,536
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value  
<sup>2</sup>Taxable value is calculated after abatements have been applied  
<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts  
<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.	
I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LAUREL HIGH SCHOOL

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	2,809,517,407
2. 2024 Total Taxable Value <sup>2</sup>	\$	62,311,188
3. 2024 Taxable Value of Newly Taxable Property	\$	3,891,322
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	60,305,652
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup>		
(Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
LAUREL	3,174,759	1,169,223	2,005,536

Preparer	Dawn O	Total Incremental Value	\$	2,005,536
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 7D - LAUREL ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	200,707,205
2. 2024 Total Taxable Value <sup>2</sup>	\$	3,468,793
3. 2024 Taxable Value of Newly Taxable Property	\$	66,489
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	3,468,793
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value  
<sup>2</sup>Taxable value is calculated after abatements have been applied  
<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts  
<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.	
I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 8 - ELDERGROVE ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	1,093,295,354
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	16,009,699
3. 2024 Taxable Value of Newly Taxable Property.....	\$	994,794
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	16,009,699
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.





2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 17- MORIN ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	51,326,379
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	2,113,042
3. 2024 Taxable Value of Newly Taxable Property.....	\$	38,537
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	2,113,042
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 21 - BROADVIEW ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	221,266,707
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	7,582,858
3. 2024 Taxable Value of Newly Taxable Property.....	\$	217,835
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	7,582,858
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

BROADVIEW HIGH SCHOOL

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	221,266,707
2. 2024 Total Taxable Value <sup>2</sup>	\$	7,582,858
3. 2024 Taxable Value of Newly Taxable Property	\$	217,835
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	7,582,858
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup>		
(Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information  
(15-10-202, MCA)  
Yellowstone County  
SD 23 -ELYSIAN ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	2,039,622,957
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	36,686,644
3. 2024 Taxable Value of Newly Taxable Property.....	\$	2,105,423
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	35,038,726
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
SOUTH BILLINGS BLVD	3,285,872	7,124,210	1,647,918 ^

^ Increment based on the percentage of overall increment for the TIFD		
Total Incremental Value	\$	1,647,918

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value  
<sup>2</sup>Taxable value is calculated after abatements have been applied  
<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts  
<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 24 - HUNTLEY HIGH SCHOOL (K-12)

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	751,668,782
2. 2024 Total Taxable Value <sup>2</sup>	\$	13,846,734
3. 2024 Taxable Value of Newly Taxable Property	\$	1,450,437
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	13,846,734
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$	-
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 37 - SHEPHERD ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	548,121,276
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	8,234,393
3. 2024 Taxable Value of Newly Taxable Property.....	\$	52,163
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	8,234,393
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$	-
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 37-SHEPHERD HIGH SCHOOL

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	740,996,278
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	10,995,802
3. 2024 Taxable Value of Newly Taxable Property.....	\$	80,097
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	10,995,802
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$	-
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.





2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 41 - PIONEER ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	192,875,002
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	2,761,409
3. 2024 Taxable Value of Newly Taxable Property.....	\$	43,626
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	2,761,409
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value  
<sup>2</sup>Taxable value is calculated after abatements have been applied  
<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts  
<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.	
I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 52 - INDEPENDENT ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	518,096,013
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	7,678,181
3. 2024 Taxable Value of Newly Taxable Property.....	\$	260,706
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	7,678,181
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For information purposes only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 58 - YBGR ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	373,252
2. 2024 Total Taxable Value <sup>2</sup>	\$	15,058
3. 2024 Taxable Value of Newly Taxable Property	\$	120
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	15,058
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 26 - LOCKWOOD K-12

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	1,497,471,450
2. 2024 Total Taxable Value <sup>2</sup>	\$	29,574,635
3. 2024 Taxable Value of Newly Taxable Property	\$	434,128
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	29,103,046
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-
7. TIF Districts		

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
LOCKWOOD TEDD	1,319,951	848,362	471,589

Preparer	Dawn O	Total Incremental Value	\$	471,589
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SD 15 - CUSTER HIGH SCHOOL (K-12)

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	100,024,276
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	2,217,794
3. 2024 Taxable Value of Newly Taxable Property.....	\$	18,035
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	2,217,794
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value  
<sup>2</sup>Taxable value is calculated after abatements have been applied  
<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts  
<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
BILLINGS HIGH SCHOOL DEBT SERVICE

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	24,731,603,677
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	411,715,371
3. 2024 Taxable Value of Newly Taxable Property.....	\$	11,197,123
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	398,744,676
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value
NORTH 27TH ST EXPAND	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 12,970,695

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
CITY OF BILLINGS

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	18,371,163,263
2. 2024 Total Taxable Value <sup>2</sup>	\$	286,298,171
3. 2024 Taxable Value of Newly Taxable Property	\$	8,574,838
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	273,799,065
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	(184,433)

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
NORTH 27TH ST EXPANC	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 12,499,106

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.





2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
CITY OF BROADVIEW

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	17,101,997
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	271,582
3. 2024 Taxable Value of Newly Taxable Property.....	\$	3,573
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	271,582
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	(17)

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$	-
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
BIG SKY DEVELOPMENT AUTHORITY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	29,355,077,127
2. 2024 Total Taxable Value <sup>2</sup>	\$	508,669,747
3. 2024 Taxable Value of Newly Taxable Property	\$	15,071,321
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	493,693,516
2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	(5,593)

7. TIF Districts

Tax Increment District Name	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LAUREL	3,174,759	1,169,223	2,005,536
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 14,976,231

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
BROADVIEW CEMETERY

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	221,266,707
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	7,582,858
3. 2024 Taxable Value of Newly Taxable Property.....	\$	217,835
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	7,582,858
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$	-
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For information purposes only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
COUNTY WIDE HIGH SCHOOL

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	29,355,077,127
2. 2024 Total Taxable Value <sup>2</sup>	\$	508,669,747
3. 2024 Taxable Value of Newly Taxable Property	\$	15,071,321
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	493,693,516
2024 Taxable Value of Net and Gross Proceeds <sup>4</sup>		
(Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-
7. TIF Districts		

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
NORTH 27TH ST EXPANC	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LAUREL	3,174,759	1,169,223	2,005,536
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 14,976,231

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information  
(15-10-202, MCA)  
Yellowstone County  
COUNTY PLANNING

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	26,595,101,700
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	449,253,008
3. 2024 Taxable Value of Newly Taxable Property.....	\$	11,198,941
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	436,282,313
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	(2,089)

7. TIF Districts

Tax Increment District Name	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 12,970,695

Preparer Dawn O \_\_\_\_\_ Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
COUNTY-WIDE LEVY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	29,355,077,127
2. 2024 Total Taxable Value <sup>2</sup>	\$	508,669,747
3. 2024 Taxable Value of Newly Taxable Property	\$	15,071,321
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	493,693,516
2024 Taxable Value of Net and Gross Proceeds <sup>4</sup>		
(Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	(206,313)

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
NORTH 27TH ST EXPANC	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LAUREL	3,174,759	1,169,223	2,005,536
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value	\$	14,976,231
Preparer	Dawn O	Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
CUSTER CEMETERY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	88,386,554
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	1,980,856
3. 2024 Taxable Value of Newly Taxable Property .....	\$	18,035
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	1,980,856
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2) .....	\$	-
6. 2024 Tax Loss from HB212 .....	\$	(104)

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value  
<sup>2</sup>Taxable value is calculated after abatements have been applied  
<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts  
<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.





2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
GENERAL SCHOOL ELEMENTARY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	29,355,077,127
2. 2024 Total Taxable Value <sup>2</sup>	\$	508,669,747
3. 2024 Taxable Value of Newly Taxable Property	\$	15,071,321
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	493,693,516
2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-
7. TIF Districts		

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
NORTH 27TH ST EXPANC	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LAUREL	3,174,759	1,169,223	2,005,536
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 14,976,231

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
HUNTLEY CEMETERY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	644,418,683
2. 2024 Total Taxable Value <sup>2</sup>	\$	10,573,459
3. 2024 Taxable Value of Newly Taxable Property	\$	171,706
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	10,573,459
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	(544)

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

CITY OF LAUREL

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	775,837,173
2. 2024 Total Taxable Value <sup>2</sup>	\$	12,133,791
3. 2024 Taxable Value of Newly Taxable Property	\$	171,804
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	10,128,255
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	(3,198)

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
LAUREL	3,174,759	1,169,223	2,005,536

Preparer	Dawn O	Total Incremental Value	\$	2,005,536
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
LOCKWOOD FIRE DISTRICT #8

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	1,124,025,094
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	17,308,096
3. 2024 Taxable Value of Newly Taxable Property.....	\$	128,035
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	16,836,507
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment District Name	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
LOCKWOOD TEDD	1,319,951	848,362	471,589

Preparer	Dawn O	Total Incremental Value	\$	471,589
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
LIBRARY TAXING

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	10,208,088,895
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	210,238,041
3. 2024 Taxable Value of Newly Taxable Property.....	\$	6,858,095
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	209,766,452
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	(5,513)

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
LOCKWOOD TEDD	1,319,951	848,362	471,589

Preparer	Dawn O	Total Incremental Value	\$	471,589
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
LOCKWOOD WATER & SEWER DIST PHASE 1

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	248,436,743
2. 2024 Total Taxable Value <sup>2</sup>	\$	4,655,810
3. 2024 Taxable Value of Newly Taxable Property	\$	186,226
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	4,655,810
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
LOCKWOOD PEDESTRIAN LEVY

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	1,497,471,450
2. 2024 Total Taxable Value <sup>2</sup>	\$	29,574,635
3. 2024 Taxable Value of Newly Taxable Property	\$	434,128
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	29,103,046
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	(1,950)

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
LOCKWOOD TEDD	1,319,951	848,362	471,589

Preparer	Dawn O	Total Incremental Value	\$	471,589
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.





2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
LAUREL COUNTY PLANNING

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	2,759,975,427
2. 2024 Total Taxable Value <sup>2</sup>	\$	59,416,739
3. 2024 Taxable Value of Newly Taxable Property	\$	3,892,951
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	57,411,203
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup>		
(Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	(247)

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
LAUREL	3,174,759	1,169,223	2,005,536

Preparer	Dawn O	Total Incremental Value	\$	2,005,536
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SCHOOL RETIREMENT & TRANSPORTATION

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	29,355,077,127
2. 2024 Total Taxable Value <sup>2</sup>	\$	508,669,747
3. 2024 Taxable Value of Newly Taxable Property	\$	15,071,321
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	493,693,516
2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-

7. TIF Districts

Tax Increment District Name	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPANC	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LAUREL	3,174,759	1,169,223	2,005,536
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 14,976,231

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
COUNTY ROAD FUND

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	10,190,986,898
2. 2024 Total Taxable Value <sup>2</sup>	\$	209,966,459
3. 2024 Taxable Value of Newly Taxable Property	\$	6,856,333
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	209,494,870
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	(35,545)

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
LOCKWOOD TEDD	1,319,951	848,362	471,589

Preparer	Dawn O	Total Incremental Value	\$	471,589
		Date	7/29/2024	

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SHEPHERD CEMETERY

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	548,121,276
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	8,234,393
3. 2024 Taxable Value of Newly Taxable Property.....	\$	52,163
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	8,234,393
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	(51)

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
STATE EDUCATION

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	29,355,077,127
2. 2024 Total Taxable Value <sup>2</sup>	\$	508,669,747
3. 2024 Taxable Value of Newly Taxable Property	\$	15,071,321
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	493,693,516
2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
NORTH 27TH ST EXPANC	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LAUREL	3,174,759	1,169,223	2,005,536
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 14,976,231

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
STATE VO-TECH

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	29,355,077,127
2. 2024 Total Taxable Value <sup>2</sup>	\$	508,669,747
3. 2024 Taxable Value of Newly Taxable Property	\$	15,071,321
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	493,693,516
2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-

7. TIF Districts

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
NORTH 27TH ST EXPANC	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LAUREL	3,174,759	1,169,223	2,005,536
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 14,976,231

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

WEED CONTROL

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$	29,355,077,127
2. 2024 Total Taxable Value <sup>2</sup>	\$	508,669,747
3. 2024 Taxable Value of Newly Taxable Property	\$	15,071,321
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$	493,693,516
2024 Taxable Value of Net and Gross Proceeds <sup>4</sup>		
(Class 1 and Class 2)	\$	-
6. 2024 Tax Loss from HB212	\$	-
7. TIF Districts		

Tax Increment	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
District Name			
NORTH 27TH ST EXPANC	7,963,520	4,112,238	3,851,282
EAST BILLINGS	3,420,077	1,939,797	1,480,280
SOUTH BILLINGS BLVD	14,291,754	7,124,210	7,167,544 ^
LAUREL	3,174,759	1,169,223	2,005,536
LOCKWOOD TEDD	1,319,951	848,362	471,589

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 14,976,231

Preparer Dawn O Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.





2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
BROADVIEW FIRE DISTRICT

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$ -
2. 2024 Total Taxable Value <sup>2</sup>	\$ 6,814,062
3. 2024 Taxable Value of Newly Taxable Property	\$ 554,379
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$ 6,814,062
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$ -
6. 2024 Tax Loss from HB212	\$ -

7. TIF Districts

Tax Increment District Name	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
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Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
WORDEN FIRE DISTRICT

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$ -
2. 2024 Total Taxable Value <sup>2</sup>	\$ 745,688
3. 2024 Taxable Value of Newly Taxable Property	\$ 168,956
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$ 745,688
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$ -
6. 2024 Tax Loss from HB212	\$ -

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
LAUREL FIRE DISTRICT#5

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$ -
2. 2024 Total Taxable Value <sup>2</sup>	\$ 559,623
3. 2024 Taxable Value of Newly Taxable Property	\$ 3,670,824
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$ 559,623
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$ -
6. 2024 Tax Loss from HB212	\$ -

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
LAUREL FIRE DISTRICT #7

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$ -
2. 2024 Total Taxable Value <sup>2</sup>	\$ 12,967,016
3. 2024 Taxable Value of Newly Taxable Property	\$ 3,729,675
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$ 12,967,016
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$ -
6. 2024 Tax Loss from HB212	\$ -

7. TIF Districts

Tax Increment	Current Taxable	Base Taxable	Incremental
District Name	Value <sup>2</sup>	Value	Value

Preparer	Dawn O	Total Incremental Value	\$ -
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2024 Certified Taxable Valuation Information

(15-10-202, MCA)  
Yellowstone County  
SOIL

Certified values are now available online at [property.mt.gov/cov](http://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup>	\$ -
2. 2024 Total Taxable Value <sup>2</sup>	\$ 348,728,160
3. 2024 Taxable Value of Newly Taxable Property	\$ 15,361,484
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup>	\$ 340,383,621
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2)	\$ -
6. 2024 Tax Loss from HB212	\$ -

7. TIF Districts

Tax Increment District Name	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value
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Preparer	Dawn O	Total Incremental Value	\$ 8,344,539
		Date	7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.

		Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable				
12	LD-03-0852	-	-	95,490	1,289	3,204	51	-	-	-	-	-	-	98,694	1,340	98,694	1,340	-	-	-	-	-	-
2	LD-03-0965	-	-	96,991,158	1,167,029	135,735,245	2,102,453	14,463,862,368	199,679,208	323,406,758	25,140,792	-	-	15,019,995,529	228,089,482	15,019,995,529	228,089,482	-	-	-	-	-	-
2T3A	LD-03-09653A	-	-	-	-	8,660,222	156,722	349,638,956	6,448,246	24,340,436	1,358,552	-	-	382,639,614	7,963,520	382,639,614	7,963,520	-	-	7,963,520	-	4,112,238	3,851,282
2T4	LD-03-0965T4	-	-	23,970	324	5,816,323	118,629	171,681,894	3,189,417	1,286,461	111,707	-	-	178,808,648	3,420,077	178,808,648	3,420,077	-	-	3,420,077	-	1,939,797	1,480,280
2T5	LD-03-0965T5	-	-	5,026,110	64,192	8,670,517	184,343	620,880,832	9,232,655	14,082,859	1,524,692	-	-	648,660,318	11,005,882	648,660,318	11,005,882	-	-	11,005,882	-	7,124,210	5,519,626
3	LD-03-0966	-	-	1,540,830	20,678	3,907,470	58,930	215,165,180	2,938,660	10,364,054	867,296	-	-	230,977,534	3,885,564	230,977,534	3,885,564	-	-	-	-	-	-
3-LF	LD-03-0968LF	-	-	-	-	-	-	311,721	5,891	-	-	-	-	311,721	5,891	311,721	5,891	-	-	-	-	-	-
3-UF	LD-03-0968UF	-	-	-	-	-	-	24,532	650	86,657	2,600	-	-	111,189	3,250	111,189	3,250	-	-	-	-	-	-
4	LD-03-0969	-	-	419,670	5,666	3,052,062	75,264	83,030,310	1,249,644	6,253,158	585,219	-	-	92,755,200	1,915,793	92,755,200	1,915,793	-	-	-	-	-	-
4-UF	LD-03-0969UF	-	-	4,987,010	64,751	972,632	17,437	351,247,435	5,124,215	2,134,343	167,750	-	-	359,341,420	5,374,153	359,341,420	5,374,153	-	-	-	-	-	-
7	LD-03-0970	-	-	9,526,396	123,613	1,942,355	31,793	585,624,538	7,554,338	15,945,686	1,249,288	-	-	613,038,975	8,959,032	613,038,975	8,959,032	-	-	-	-	-	-
7T1	LD-03-0970T1	-	-	-	-	7,481,762	154,201	151,829,860	2,748,207	3,486,576	272,351	-	-	162,798,198	3,174,759	162,798,198	3,174,759	-	-	3,174,759	-	1,169,223	2,005,536
8	LD-03-0972	-	-	2,005,560	24,805	3,167,173	47,598	966,456,784	4,951,184	10,246,316	649,851	-	-	381,875,833	5,673,438	381,875,833	5,673,438	-	-	-	-	-	-
8-UF	LD-03-0972UF	-	-	1,183,610	14,967	18,378,840	452,877	619,895,962	8,743,741	1,705,714	136,804	-	-	641,164,126	9,348,389	641,164,126	9,348,389	-	-	-	-	-	-
15	LD-03-0974	-	-	1,296,880	17,298	304,699	5,451	60,992,986	989,287	25,791,989	968,820	-	-	88,366,554	1,980,856	88,366,554	1,980,856	-	-	-	-	-	-
17	LD-03-0976	-	-	871,655	11,336	11,630	178	34,705,250	566,280	15,437,563	1,524,025	-	-	51,026,098	2,101,819	51,026,098	2,101,819	-	-	-	-	-	-
17-LF	LD-03-0976LF	-	-	-	-	-	-	235,684	4,024	64,597	7,199	-	-	300,281	11,223	300,281	11,223	-	-	-	-	-	-
21	LD-03-0978	-	-	349,540	4,399	22,956	399	15,315,323	195,649	1,414,178	71,135	-	-	17,101,997	271,582	17,101,997	271,582	-	-	-	-	-	-
23	LD-03-0981	-	-	4,663,000	56,301	42,167,295	845,052	1,494,534,765	25,313,718	6,339,153	510,037	-	-	1,549,704,213	26,725,108	1,549,704,213	26,725,108	-	-	-	-	-	-
23T5	LD-03-0981T5	-	-	97,010	1,310	5,847,345	106,066	168,198,651	3,158,726	164,738	19,770	-	-	174,307,744	3,285,672	174,307,744	3,285,672	-	-	3,285,672	-	7,124,210	1,647,918
24	LD-03-0982	-	-	10,582,360	136,544	3,342,906	58,554	532,011,288	7,385,050	77,226,275	2,608,325	-	-	623,162,829	10,188,473	623,162,829	10,188,473	-	-	-	-	-	-
24-LF	LD-03-0982LF	-	-	46,130	623	16,469	248	19,702,506	269,727	1,490,749	114,388	-	-	21,255,854	384,986	21,255,854	384,986	-	-	-	-	-	-
37	LD-03-0985	-	-	7,732,240	96,069	394,274	6,427	525,579,092	7,059,493	14,415,670	1,072,404	-	-	548,121,276	8,234,393	548,121,276	8,234,393	-	-	-	-	-	-
41	LD-03-0987	-	-	1,502,600	18,481	9,755,814	192,549	180,078,220	2,487,795	1,538,368	62,584	-	-	192,875,002	2,761,409	192,875,002	2,761,409	-	-	-	-	-	-
52	LD-03-0989	-	-	-	-	9,976	200	137,328,051	1,820,911	1,748,423	136,080	-	-	139,086,450	1,957,191	139,086,450	1,957,191	-	-	-	-	-	-
58	LD-03-0896	-	-	-	-	282,155	4,283	-	-	91,097	10,775	-	-	373,252	15,058	373,252	15,058	-	-	-	-	-	-
26	LD-03-1241	-	-	75,050	1,013	17,775	268	357,237,636	9,398,559	36,198,853	3,114,127	-	-	393,529,314	12,513,967	393,529,314	12,513,967	-	-	-	-	-	-
26LFSW	LD-03-1241FS	-	-	18,592,650	238,292	21,760,364	476,672	260,298,831	3,786,174	-	-	-	-	246,651,845	4,501,138	246,651,845	4,501,138	-	-	-	-	-	-
26-LF	LD-03-1241LF	-	-	8,298,400	106,803	749,658	12,626	777,774,564	10,456,017	5,010,448	509,461	-	-	791,833,070	11,084,907	791,833,070	11,084,907	-	-	-	-	-	-
26SW	LD-03-1241SW	-	-	-	-	-	-	315,766	5,968	1,469,132	148,704	-	-	1,784,898	154,672	1,784,898	154,672	-	-	-	-	-	-
26-TF	LD-03-1241TF	-	-	41,180	556	20,680,421	495,226	41,129,911	764,066	1,620,811	60,103	-	-	63,672,323	1,319,951	63,672,323	1,319,951	-	-	1,319,951	-	848,362	471,589
O2	LD-03-1965	-	-	3,945,680	51,658	97,575,164	2,824,895	1,136,659,352	27,304,028	96,407,166	9,183,217	-	-	1,334,587,362	39,363,798	1,334,587,362	39,363,798	-	-	-	-	-	-
O2-UF	LD-03-1965UF	-	-	3,923,880	49,480	19,321,369	470,517	1,042,940,195	14,290,139	9,338,941	997,399	-	-	1,075,524,385	15,747,535	1,075,524,385	15,747,535	-	-	-	-	-	-
3C	LD-03-1968	-	-	-	-	67,835	1,834	206,490,524	2,746,628	1,134,789	114,449	-	-	207,693,148	2,862,911	207,693,148	2,862,911	-	-	-	-	-	-
4C	LD-03-1969	-	-	-	-	12,204	256	-	-	12,204	256	-	-	12,204	256	12,204	256	-	-	-	-	-	-
O7	LD-03-1970	-	-	2,430	33	3,403	54	21,381,756	331,511	21,028,131	2,419,143	-	-	42,415,720	2,750,741	42,415,720	2,750,741	-	-	-	-	-	-
O7-UF	LD-03-1970UF	-	-	-	-	-	-	518,361	8,057	519,166	8,154	-	-	519,166	8,154	519,166	8,154	-	-	-	-	-	-
8C	LD-03-1972	-	-	-	-	-	-	70,211,916	984,103	43,479	3,769	-	-	70,255,395	987,872	70,255,395	987,872	-	-	-	-	-	-
15A	LD-03-1974	-	-	211,630	2,857	496,679	14,028	9,497,565	166,401	1,431,848	53,652	-	-	11,637,722	236,938	11,637,722	236,938	-	-	-	-	-	-
O21	LD-03-1978	-	-	2,031,800	24,494	2,924,140	45,676	111,904,041	1,700,834	87,206,035	5,538,932	-	-	204,066,016	7,309,936	204,066,016	7,309,936	-	-	-	-	-	-
O23	LD-03-1981	-	-	-	-	12,359,254	171,634	8,702,901	155,547	10,830,495	949,261	-	-	31,892,650	1,276,442	31,892,650	1,276,442	-	-	-	-	-	-
O23-UF	LD-03-1981UF	-	-	647,300	8,540	6,479,872	97,541	274,887,006	5,123,587	1,704,172	169,554	-	-	283,718,350	5,399,222	283,718,350	5,399,222	-	-	-	-	-	-
24A	LD-03-1982	-	-	722,010	9,746	46,184,690	1,340,096	46,808,168	797,408	13,535,231	1,126,025	-	-	107,250,099	3,273,275	107,250,099	3,273,275	-	-	-	-	-	-
O52	LD-03-1989	-	-	1,015,190	12,664	20,376	310	126,347,425	1,701,877	7,062,771	735,798	-	-	134,445,762	2,450,649	134,445,762	2,450,649	-	-	-	-	-	-
O52-UF	LD-03-1989UF	-	-	631,250	8,520	38,367	577	242,821,061	3,196,038	1,073,123	65,206	-	-	244,563,801	3,270,341	244,563,801	3,270,341	-	-	-	-	-	-
O7L	LD-03-2970	-	-	2,863,740	36,824	1,986,753	37,518	1,507,474,641	31,999,675	277,713,009	11,875,692	-	-	1,790,038,143	43,949,709	1,790,038,143	43,949,709	-	-	-	-	-	-
7D	LD-03-4970	-	-	-	-	5,121	78	5,253,906	89,845	1,348,067	45,631	-	-	6,607,094	135,554	6,607,094	135,554	-	-	-	-	-	-
7DL	LD-03-5970	-	-	652,700	8,812	7,112,908	170,696	179,070,197	2,572,764	7,264,306	580,967	-	-	194,100,111	3,333,239	194,100,111	3,333,239	-	-	-	-	-	-
Totals		-	-	192,596,109	2,389,967	497,739,677	10,780,207	27,522,057,911	418,695,942	1,142,683,430	76,803,631	-	-	29,355,077,127	508,669,747	29,355,077,127	508,669,747	-	-	30,170,061	-	22,318,040	14,976,231

	Code	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable	Market	Taxable
SD 12 - MOLT ELEMENTARY	TJ-03-0852	-	-	95,490	1,289	3,204	51	-	-	-	-	-	-	98,694	1,340	98,694	1,340	-	-	-	-	-	-
SD 2 - BLGS ELEMENTARY	TJ-03-0965-1	-	-	109,910,798	1,332,683	275,778,840	5,857,559	17,785,663,597	260,143,693	468,862,621	38,256,359	-	-	18,640,215,856	305,590,294	18,640,215,856	305,590,294	-	-	6,699,956	-	10,851,188	-
BILLINGS HIGH SCHOOL	TJ-03-0965-2	-	-	127,972,883	1,562,221	372,553,326	7,737,596	21,186,258,755	377,929,117	547,347,263	44,911,802	-	-	23,234,132,227	382,140,736	23,234,132,227	382,140,736	-	-	10,794,541	-	12,499,106	-
SD 3 - BLUE CREEK ELEMENTARY	TJ-03-0968	-	-	1,540,830	20,678	3,975,305	60,764	421,991,957	5,691,829	11,585,500	984,345	-	-	439,093,592	6,757,616	439,093,592	6,757,616	-	-	185,354	-	-	-
SD 4 - CANYON CREEK ELEMENTARY	TJ-03-0969	-	-	5,406,680	70,417	4,036,898	92,957	434,277,745	6,373,859	8,875,501	752,969	-	-	452,108,824	7,290,202	452,108,824	7,290,202	-	-	543,427	-	-	-
SD 7 - LAUREL ELEMENTARY	TJ-03-0970-1	-	-	12,392,566	160,470	11,414,273	223,566	2,766,829,156	42,641,787	18,174,207	15,816,571	-	-	2,608,810,202	58,842,395	2,608,810,202	58,842,395	-	-	8,838,642	-	2,005,536	-
LAUREL HIGH SCHOOL	TJ-03-0970-2	-	-	13,045,266	169,282	18,532,302	394,340	2,451,153,259	45,304,397	326,786,580	16,443,169	-	-	2,809,517,407	62,311,188	2,809,517,407	62,311,188	-	-	8,891,322	-	2,005,536	-
SD 7D - LAUREL ELEMENTARY	TJ-03-0970-3	-	-	652,700	8,812	7,118,029	170,774	184,324,103	2,662,609	6,612,373	626,598	-	-	200,707,205	3,468,793	200,707,205	3,468,793	-	-	66,489	-	-	-
SD 8 - ELDERGROVE ELEMENTARY	TJ-03-0972	-	-	3,189,170	39,772	21,546,013	500,475	1,056,564,662	14,679,028	11,995,509	790,424	-	-	1,093,295,354	16,009,699	1,093,295,354	16,009,699	-	-	994,794	-	-	-
SD 17- MORIN ELEMENTARY	TJ-03-0976	-	-	871,655	11,336	11,630	178	34,940,934	570,304	15,502,160	1,531,224	-	-	51,326,379	2,113,042	51,326,379	2,113,042	-	-	38,537	-	-	-
SD 21 - BROADVIEW ELEMENTARY	TJ-03-0978-1	-	-	2,476,830	30,182	2,950,300	46,126	127,219,364	1,896,483	88,620,213	5,610,067	-	-	221,266,707	7,582,858	221,266,707	7,582,858	-	-	217,835	-	-	-
BROADVIEW HIGH SCHOOL	TJ-03-0978-2	-	-	2,476,830	30,182	2,950,300	46,126	127,219,364	1,896,483	88,620,213	5,610,067	-	-	221,266,707	7,582,858	221,266,707	7,582,858	-	-	217,835	-	-	-
SD 23 - ELYSIAN ELEMENTARY	TJ-03-0981	-	-	5,407,310	66,151	66,853,766	1,220,293	1,946,323,323	33,751,578	21,038,558	1,648,622	-	-	2,039,622,957	36,686,644	2,039,622,957	36,686,644	-	-	2,105,423	-	1,647,918	-
SD 24 - HUNTLEY HIGH SCHOOL (K-12)	TJ-03-0982	-	-	11,350,500	146,913	49,544,065	1,398,898	598,521,962	8,452,185	92,252,255	3,848,738	-	-	751,668,782	13,846,734	751,668,782	13,846,734	-	-	1,450,437	-	-	-
SD 37 - SHEPHERD ELEMENTARY	TJ-03-0985-1	-	-	7,732,240	96,069	394,274	6,427	525,579,092	7,059,493	14,415,670	1,072,404	-	-	548,121,276	8,234,393	548,121,276	8,234,393	-	-	52,163	-	-	-
SD 37-SHEPHERD HIGH SCHOOL	TJ-03-0985-2	-	-	9,234,840	114,550	10,150,088	198,976	705,657,312	9,547,288	15,954,036	1,134,988	-	-	740,996,278	10,995,802	740,996,278	10,995,802	-	-	80,097	-	-	-
SD 41 - PIONEER ELEMENTARY	TJ-03-0987	-	-	1,502,600	18,481	9,755,814	197,549	180,078,220	2,467,795	1,538,368	62,584	-	-	192,875,002	2,761,409	192,875,002	2,761,409	-	-	43,626	-	-	-
SD 52 - INDEPENDENT ELEMENTARY	TJ-03-0989	-	-	1,646,440	21,164	68,719	1,087	506,496,537	6,718,826	9,864,317	937,084	-	-	518,096,013	7,678,181	518,096,013	7,678,181	-	-	260,706	-	-	-
SD 58 - YBGR ELEMENTARY	TJ-03-1196	-	-	-	-	282,155	4,283	-	-	91,097	10,775	-	-	373,252	15,058	373,252	15,058	-	-	120	-	-	-





**2024 Certified Taxable Valuation Information**  
(15-10-202, MCA)  
**Yellowstone County**  
SOIL

Certified values are now available online at [property.mt.gov/cov](https://property.mt.gov/cov)

1. 2024 Total Market Value <sup>1</sup> .....	\$	-
2. 2024 Total Taxable Value <sup>2</sup> .....	\$	348,728,160
3. 2024 Taxable Value of Newly Taxable Property.....	\$	15,361,484
4. 2024 Taxable Value less Incremental Taxable Value <sup>3</sup> .....	\$	340,443,658
5. 2024 Taxable Value of Net and Gross Proceeds <sup>4</sup> (Class 1 and Class 2).....	\$	-
6. 2024 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment District Name	Current Taxable Value <sup>2</sup>	Base Taxable Value	Incremental Value

Total Incremental Value \$ 8,284,502

Preparer Dawn O

Date 7/29/2024

<sup>1</sup>Market value does not include class 1 and class 2 value

<sup>2</sup>Taxable value is calculated after abatements have been applied

<sup>3</sup>This value is the taxable value less total incremental value of all tax increment financing districts

<sup>4</sup>The taxable value of class 1 and class 2 is included in the taxable value totals

**For Information Purposes Only**

2024 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

**Note**

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/05/2024, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/9/2024, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Checks and Disbursements for July 2024

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

Checks and Disbursements for July 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

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Attachments

Clerk of Court Checks and Disbursements

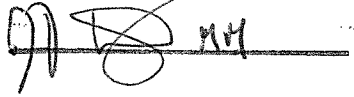
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## Yellowstone District Court

User: CUA654

Yellowstone County Commissioners  
RECEIVED

AUG 02 2024



End of Period Disbursement Detail

Bank Account: Wells Fargo - 9505883054925

From 08/01/2024 to 08/01/2024

Total Only

Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount
<u>Account 200-0001 - Adoptive Services Special Revenue 7462</u>					
Account 200-0001 Total:					\$225.00
<u>Account 200-0155 - Billings Drug Fund City 7850-000-021240</u>					
Account 200-0155 Total:					\$1,290.28
<u>Account 200-0450 - District Court Fund</u>					
Account 200-0450 Total:					\$3,849.75
<u>Account 200-0500 - Domestic Violence Intervention Program 7468</u>					
Account 200-0500 Total:					\$2,041.00
<u>Account 200-0525 - Felony Surcharge</u>					
Account 200-0525 Total:					\$3,488.43
<u>Account 200-0550 - Fines 7466</u>					
Account 200-0550 Total:					\$12,747.42
<u>Account 200-0650 - Indigent Legal 7466</u>					
Account 200-0650 Total:					\$1,751.93
<u>Account 200-0700 - Misdemeanor Surcharge</u>					
Account 200-0700 Total:					\$159.95
<u>Account 200-0780 - Drug Forfeiture Due to State 7450.000.000.021220.0</u>					
Account 200-0780 Total:					\$100.00
<u>Account 200-0800 - State General 7461</u>					
Account 200-0800 Total:					\$14,742.00
<u>Account 200-0850 - State General Additional Filing Fee 7461</u>					
Account 200-0850 Total:					\$3,680.00
<u>Account 200-0900 - State General Commencement of Action 7463</u>					
Account 200-0900 Total:					\$9,720.00
<u>Account 200-0950 - State General Dissolution 7464</u>					
Account 200-0950 Total:					\$5,610.00
<u>Account 200-1050 - Technology Surcharge 7458</u>					
Account 200-1050 Total:					\$3,701.62
<u>Account 200-1200 - Victim Witness Admin Fee</u>					
Account 200-1200 Total:					\$39.60
<u>Account 200-1250 - Victim Witness Surcharge</u>					
Account 200-1250 Total:					\$1,875.47
<u>Account 200-49 - Public Defender Fee (Eff 7.1.2011) 7471</u>					
Account 200-49 Total:					\$260.00

10:00 AM

1 of 2

8/1/2024

## End of Period Disbursement Detail

Bank Account: Wells Fargo - 9505883054925

From 08/01/2024 to 08/01/2024

Total Only

Check Number: None					
Date	Description	Case Number	Payer	Citation No.	Amount
Check Total:					\$ 65,282.45
Report Total:					\$65,282.45

## Fine Fee Summary

From 07/01/2024 06:01 AM to 07/31/2024 06:00 PM

All Case Types and Sub-Types

All Clerks

**Receipts****Case Payment**

Billings Drug Forfeiture Fund	1,260.00
Billings Drug Fund City	15.00
Case Payment Overage	39.78
Felony Surcharge	3,150.68
Fine	9,866.71
Legal Fee	2,781.20
MHP Drug Fund	100.00
Misdemeanor Surcharge	126.01
Public Defender Fee	1,662.45
Public Defender Fee (Eff 7.1.2011) 7471	260.00
Technology Surcharge	338.42
Victim Witness Admin Fee	35.00
Victim Witness Surcharge	1,735.08

Subtotal: 21,370.33

**Civil Filing Payment**

Appeal / Civil - Lower Court	30.00
Appeal / Small Claims	10.00
Appearance	560.00
Certification with a Seal	12.00
Commencement of Action or Proceedings / Invalidity	2,160.00
Copies - 11 Pages or More	2.50
Copy of Decree of Dissolution	20.00
Executions, Orders of Sale, Writs	20.00
Guardianship/Conservatorship Probate/ Formal And Informal	600.00
Judgment Entry From Prevailing Party	1,050.00
Marriage License	8,321.00
Petition For Contested Amendments to Parenting Plan	240.00
Petition For Dissolution	3,000.00
Substitution of Judge	100.00
Transcript of Records From Other Courts	10.00

Subtotal: 16,135.50

**Misc. Payment**

Administration Fee	2.00
Certification of Transcript of Judgment	8.00
Certification With A Seal	602.00
Copies - 11 Pages or More	259.00
Copies - First 10 Pages	311.00
Copies by Email, Fax, etc - Outgoing	315.25
Copies, Packets, Forms	100.00
Copy of Decree of Dissolution	670.00
Copy of Marriage License	495.00

## Fine Fee Summary

From 07/01/2024 06:01 AM to 07/31/2024 06:00 PM  
All Case Types and Sub-Types  
All Clerks

**Receipts****Misc. Payment**

Judgment Entry from Prevailing Party	50.00
Postage	6.00
Searches - 1st Seven Years \$2 Per Name Per Year	84.00
Substitution of Judge	200.00

Subtotal: 3,102.25

**Trust Interest**

Trust	10,058.67
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Subtotal: 10,058.67

**Unapplied Receipt Accept**

Unapplied Receipt	24,767.19
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Subtotal: 24,767.19

**Total Receipts:** 75,433.94

**Transfers****Case Payment**

Billings Drug Forfeiture Fund	10.88
Billings Drug Fund City	4.40
Felony Surcharge	342.35
Fine	13.64
Legal Fee	94.35
Misdemeanor Surcharge	33.94
Public Defender	3.27
Public Defender Fee	86.21
Technology Surcharge	33.20
Victim Witness Admin Fee	4.60
Victim Witness Surcharge	140.39

Subtotal: 767.23

**Civil Filing Payment**

Adoption	315.00
Appearance	3,150.00
Commencement of Action or Proceedings / Invalidity	10,800.00
Complaint in Intervention	80.00
Executions, Orders of Sale, Writs	590.00
Foreign Judgment	360.00
Guardianship/Conservatorship Probate/ Formal And Informal	3,000.00
Judgment Entry From Prevailing Party	1,150.00
Petition For Dissolution	3,600.00
Substitution of Judge	300.00
Transcript of Judgment	600.00
Transfer to another Court / Change of Venue	15.00

## Fine Fee Summary

From 07/01/2024 06:01 AM to 07/31/2024 06:00 PM

All Case Types and Sub-Types

All Clerks

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**Transfers**

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**Civil Filing Payment**

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Subtotal: 23,960.00

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**Total Transfers:** 24,727.23

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**Report Total:** 100,161.17

B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: EMPG - FY23/24Quarter 4 Reimbursement Request Submitted

Submitted For: Annemarie Overcast, DES Coordinator

Submitted By: Annemarie Overcast, DES Coordinator

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TOPIC:

EMPG - FY23/24Quarter 4 Reimbursement Request Submitted

BACKGROUND:

Reimbursement request submitted to the state on 8/7/2024. We claimed 100% of this grant.

RECOMMENDED ACTION:

Note for the record

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Attachments

Q4 Reimbursement Request EMPG

EMPG\_FY23-24 Q4

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# FY23 EMPG - Yellowstone County – Q4

## Yellowstone County

### Organization and Grant Information

Funder Organization Montana Disaster and Emergency Services

Grant Name FY23 EMPG - Yellowstone County

### Payment Request Information

Payment Request Name Q4 Yellowstone County

Date Created 8/7/2024

Related Reporting Period(s)

Expenses From 4/1/2024 To 6/30/2024

Payment Type Reimbursement

Payment Request Status Submitted

Date Submitted 8/7/2024 3:08 PM

Submitted By Annemarie Overcast

### Financial Detail

	Expensed	Cash Match	In-Kind Match	Other Funding	Match	Grant Funded	Grant-Funded Remaining ⓘ
A. Organization: Personnel Salary	\$16,276.86	\$8,138.43	\$0.00	\$0.00	\$8,138.43	\$8,138.43	\$7,559.31
B. Organization: Fringe Benefits	\$4,094.82	\$2,047.41	\$0.00	\$0.00	\$2,047.41	\$2,047.41	\$4,477.31



Cancel



	Expensed	Cash Match	In-Kind Match	Other Funding	Match	Grant Funded	Grant-Funded Remaining ⓘ
C. Operational Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,072.05
D. Travel for EMPG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$940.50
E. Supplies / Accountable Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,616.23
G. Consultants / Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$605.53
K. Soft Match / In-Kind Match	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$20,756.47)
<b>Totals</b>	<b>\$20,371.68</b>	<b>\$10,185.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,185.84</b>	<b>\$10,185.84</b>	

Requested Amount     \$10,185.84

Remaining Grant Balance     (\$0.05)

## Additional Information

Due to the maximum allotment of the grant of \$130,000.00, we were unable to submit our total number of eligible expenses for Q4.

Below are our actual eligible totals for Q4 expenses and soft match.

Total Q4 eligible expenses (including soft match): \$76,170.30

50% Reimbursement: \$38,085.15

Comments

This would have given us an annual total of: \$315,798.66

50% Reimbursement: \$157,899.33

Now that we are tracking and collecting all of our soft match potential and have a DES Director and DES Coordinator (higher salaries and benefits than previous years), we anticipate continuing to exceed the \$130,000 maximum for this grant.

Attachments     [FY23\\_Q4 Reimbursement](#)

[FY23\\_Q4 Soft Match](#)



# FY23 EMPG - Yellowstone County – Award Details

## Award Information and Status

Name	FY23 EMPG - Yellowstone County
Recipient Name	Yellowstone County DES
Recipient Award Name	FY23 EMPG - Yellowstone County
Award Status	Approved
Grant-Funded Amount ⓘ	\$130,000.00
Match Requirement ⓘ	\$130,000.00
<b>Total Budget ⓘ</b>	<b>\$260,000.00</b>
Expenses To Date ⓘ	\$260,000.04
Match Contributions To Date ⓘ	\$130,000.05
Invoiced To Date ⓘ	\$130,000.00
Pending Invoices ⓘ	\$10,185.84
Approved Invoices ⓘ	\$119,814.16
Cash Received To Date ⓘ	\$0.00
Remaining Available Grant-Funded Amount ⓘ	\$0.00
Remaining Match Requirement ⓘ	(\$0.05)
<b>Remaining Available Budget ⓘ</b>	<b>(\$0.05)</b>
Fund Activity Categories	Disaster Prevention and Relief



## Post-Award Information

Responsible Person Dale Butori

Grant Manager Emily Schuff

Recipient Grant Manager

Award Identification Number

RFP ID Number

Funding Opportunity Number

Assistance Listings Number

Awarded Date 7/1/2023

Start Date 7/1/2023

Grant Year 1 End Date ⓘ 6/30/2024

End Date 6/30/2024

Length of Award 1 year 0 months 0 days

Close Out Date 8/15/2024

Activity Code (NAICS or NTEE-NPC)

Federal Agency and Organizational  
Element

Identifying Number Assigned by  
Federal Agency

Recipient Account Number

Description

Recipient Description

Award Details

Eligibility Requirements

Additional Information

POC: KC Williams  
kwilliams@co.yellowstone.mt.gov  
406.256.2776

Annemarie Overcast  
aovercast@yellowstonecountymt.gov  
406.256.2775

## Award Budget Information

Awarded Amount	\$130,000.00	<a href="#">View Awarded Amount History</a>
		<a href="#">Add Amendment</a>
Cash Match Amount	\$130,000.00	
In-Kind Match Amount	\$0.00	
Other Funding Amount	\$0.00	
Total Budget	\$260,000.00	

## Record Information

Record Id	1765
Unique Identifier	

B.O.C.C. Regular

Meeting Date: 08/13/2024

Title: Response to Audit Findings -August 7, 2024

Submitted By: Charri Victory

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TOPIC:

Response to Audit Findings - July 16, 2024 to July 31, 2024

BACKGROUND:

na

RECOMMENDED ACTION:

na

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Attachments

Response to Audit Findings

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# PAYROLL AUDIT

## July 16 to July 31, 2024

Date: 8/6/2024

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	
8/6/24	Ahrens, Kayln	Metra	No record of payroll journal	✓
8/6/24	Horsman, Sherri	Metra	Hours worked s/b regular (no overtime worked)	✓
8/6/24	Mooney, Sharon	Metra	No record of payroll journal	✓
8/6/24	Mclsaac, Logan	Public Works	Missing .37 sick leave adjustment on employee summary	✓

changes made by payroll  
checked items indicate

✓  
✓  
✓  
✓