

COMMISSIONER MEETINGS

**All meetings take place in the Commissioners Conference Room (3107)
located in the Stillwater Building @ 316 North 26th Street (3rd Floor)
and are open to the public unless otherwise noted**

WEDNESDAY - APRIL 30, 2025

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Planning Department** - WWB Subdivision - Preliminary Minor Plat Discussion
2. **Elections** - Elections Updates -- RFP
3. **HR** - Employee Performance Appraisals

COMMISSIONERS

1. Commissioner Board Reports

PUBLIC COMMENTS ON COUNTY BUSINESS

Meeting Date: 04/30/2025

TITLE: WWB Subdivision - Preliminary Minor Plat Discussion

PRESENTED Hunter Kelly

BY:

DEPARTMENT: Planning Department

TOPIC:

Planning Department - WWB Subdivision - Preliminary Minor Plat Discussion

INTRODUCTION:

On March 6, 2025, Performance Engineering, on behalf of WWB Properties, LLC, applied for preliminary administrative minor plat approval for WWB Subdivision. The proposed subdivision creates two (2) lots for development. The subject property is generally located west of Goodman Road, south of Trade Center Avenue, and southeast of the intersection of Goodman Road and South Frontage Road. The property is zoned CX - Heavy Commercial. The land is currently used as commercial.

Staff issued conditional approval for the preliminary plat on April 14, 2025. On April 23, 2025, the applicant submitted a variance request regarding the construction of sidewalks. Variances cannot be issued administratively, so this subdivision is being brought before the Board of County Commissioners as a minor subdivision.

VARIANCES

The applicant has requested a variance from Section 4.6.C.15. Section 4.6.C.15 requires the installation of sidewalks on both sides of all streets within County zoning jurisdiction, with the exception of property zoned Rural Residential 1 (RR1), Rural Residential 3 (RR3) and Agriculture (A). The property is within the Heavy Commercial (CX) zone district. The variance in particular waives the construction of sidewalks at this point in time and defers the implementation of sidewalks to any future Rural Special Improvement District (RSID). The applicant is requesting this variance due to a lack of surrounding connections and pedestrian use in the vicinity.

Subdivision Variances are judged on the following criteria:

1. **The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.**
 - This variance would not significantly affect surrounding properties. Surrounding properties likewise do not have sidewalks at this time.
2. **Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.**
 - All existing surrounding properties are Light Industrial/Heavy Commercial uses that have no sidewalks and have little to no pedestrian use. Applying the sidewalk standards as written would not have an immediate practical benefit.
3. **The variance will not result in an increase in taxpayer burden.**
 - The developer will still be subject to a Waiver of Right to Protest the creation of Special Improvement Districts. Any future sidewalk development as part of an RSID will proportionately levy the subject property owners their proportionate share of development cost.
4. **The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations.**

- This variance would have no effect on the property's ability to remain compliant with the Heavy Commercial (CX) zone district.
- 5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.**
- The developer will still be subject to a Waiver of Right to Protest the creation of Special Improvement Districts. This variance would not completely exempt this property from developing sidewalks, but instead defer development to a later date through an RSID.

Staff found the variance adheres to all five of the aforementioned variance review criteria. Therefore, staff is recommending approval of this variance. Due to the lack of existing pedestrian connections in the vicinity of the proposed subdivision and the scale of the subdivision itself, installation of sidewalks could be considered unnecessary at this point in time. Staff is forwarding a recommendation of approval of the variance request.

PROPOSED CONDITIONS OF APPROVAL

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the Montana Department of Environmental Quality (MDEQ) for all parcels less than 20 acres in size and the Yellowstone County Health Department for all parcels equal to or greater than 20 acres in size.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made to the Subdivision Improvements Agreement (SIA) and final documents, as requested by the Planning, Legal or Public Works Departments, to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, and the laws and Administrative Rules of the State of Montana.
5. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
6. To protect public health and safety, prior to final plat approval, the applicant shall depict on the final plat a no-access strip for the entire frontage of South Frontage Road. This no-access strip shall be identified on the Plat and referenced within the SIA.

PROCEDURAL HISTORY

Pre-Application Meeting: January 9, 2025

Preliminary Plat application submitted to Planning Division: March 6, 2025

30 Working-Day Preliminary Plat Review period ends: April 17, 2025

Administrative Subdivision Approval Issued: April 14, 2025

Variance request submitted: April 23, 2025.

PLAT INFORMATION

General Location: West of Goodman Road and south of Trade Center Avenue

Legal Description: RF DEVELOPMENT PROPERTIES SUBD, S23, T01 S, R25 E, BLOCK 2, Lot 1A, AMD (14)

Owner/Subdivider: WWB Properties, LLC

Engineer/Surveyor: Performance Engineering

Existing Zoning: CX - Heavy Commercial

Existing Land Use: Commercial

Proposed Zoning: CX - Heavy Commercial

Proposed Land Use: Commercial

Gross & Net Area: 6.511 Acres

Lot Size:

Minimum: 141,329 Square Feet

Maximum: 142,313 Square Feet

Parkland Requirements: Parkland dedication is not required for a commercial subdivision.

STAKEHOLDERS

After a conditional approval determination was made by the Planning Director, notification was provided by first class mail of the pending application to each property owner of record whose property is immediately adjoining the land included in the preliminary plat and each purchaser under contract for deed of property immediately adjoining the land included in the preliminary plat. There are no stakeholder responses at this time. Additional stakeholder input will be received at a public hearing scheduled for this subdivision on May 6, 2025.

ALTERNATIVES ANALYZED:

The Board of County Commissioners has 35-working days to act upon this minor preliminary plat. The 35-working day review period for the proposed plat ends June 12, 2025. State and County subdivision regulations also require the preliminary plat be reviewed using specific criteria, as stated within this report. The County may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35-working day review period, the Board of County Commissioners is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FINANCIAL IMPACT:

The preliminary plat of this subdivision will have no financial impact on the Planning Division.

RECOMMENDATION

Staff recommends to the Board of County Commissioners conditional approval of the preliminary plat of WWB Subdivision, approval of the variance request, and adopt the Findings of Fact as presented in the staff report.

Attachments

Preliminary Plat

Draft Subdivision Improvement Agreement

Findings of Fact

Applicant Variance Request

LEGEND	
	PROPERTY CORNER, FOUND AS DESCRIBED
	PROPERTY CORNER, SET 5/8" REBAR W/ PE CAP
	QUARTER CORNER, FOUND AS DESCRIBED
	SURVEY BOUNDARY
	RIGHT-OF-WAY LINE
	EXISTING PROPERTY LINE
	PROPERTY LINE, ESTABLISHED PER THIS PLAT
	EASEMENT LINE
$(R = XX.XX')$	RECORD DISTANCE

PLAT OF
WWB SUBDIVISION
BEING LOT 1A, BLOCK 2 OF AMENDED PLAT OF LOTS 1 & 2, BLOCK 2 OF
R.F. DEVELOPMENT PROPERTIES SUBDIVISION
LOCATED IN THE SE 1/4 OF SECTION 23, TOWNSHIP 01 SOUTH, RANGE 25 EAST,
P.M.M., YELLOWSTONE COUNTY, MONTANA

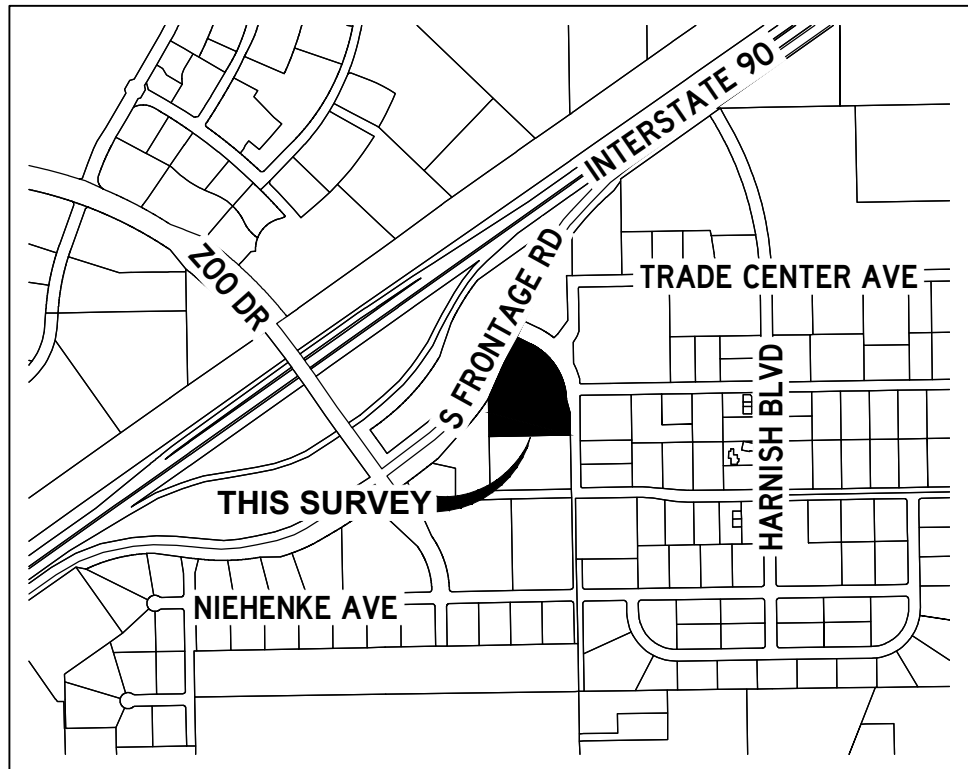
PREPARED FOR : WWB PROPERTIES, LLC



PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : ± 6.511 ACRES

AUGUST 2024

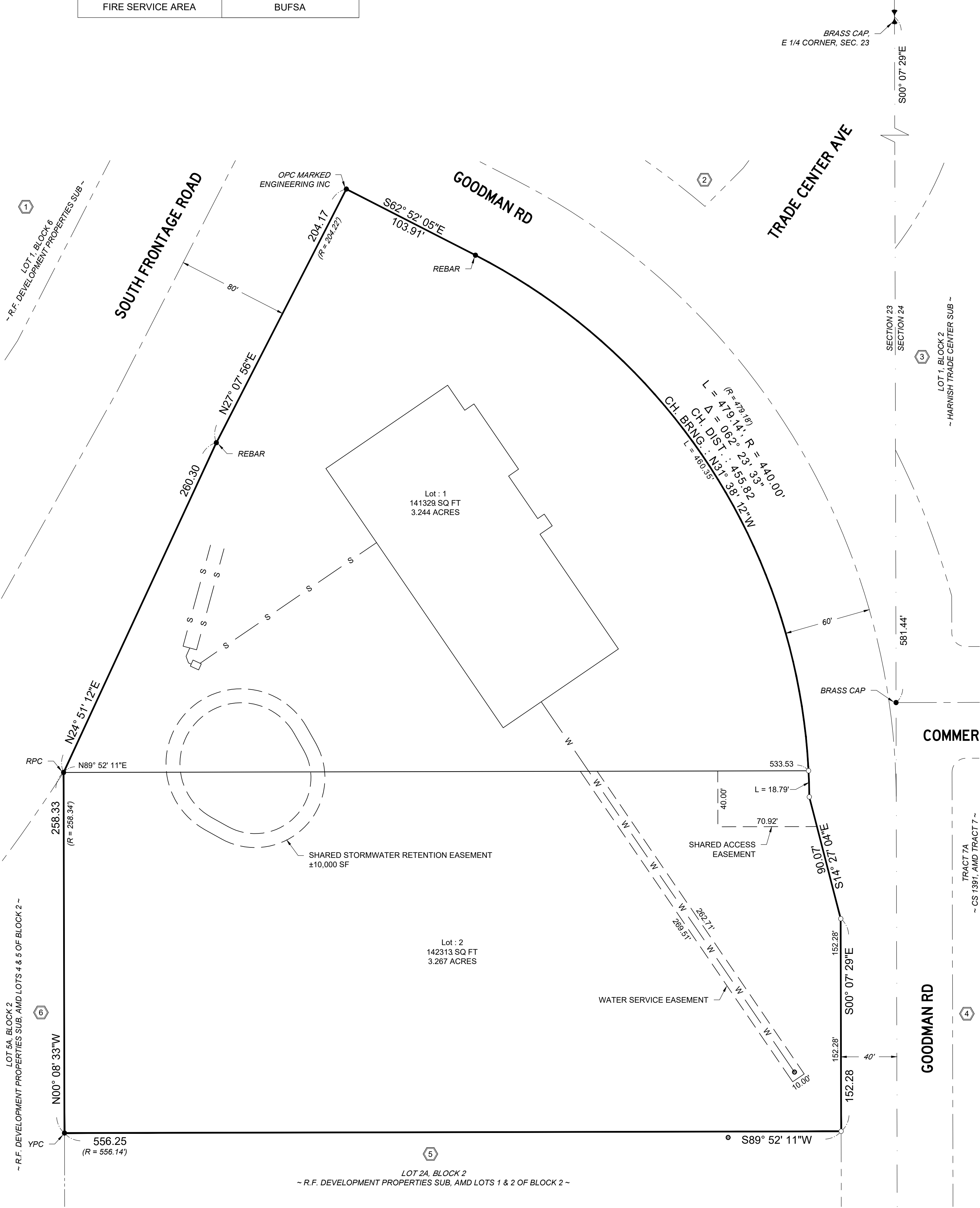


VICINITY MAP
NOT TO SCALE

SITE DATA	
NO. OF LOTS	2
MAXIMUM LOT AREA	±142,313 SF
MINIMUM LOT AREA	±141,329 SF
PARKLAND AREA REQUIRED	NONE
PARKLAND AREA PROVIDED	NONE
GROSS ACREAGE	±6.511 AC
EXISTING ZONING	CX - HEAVY COMMERCIAL
EXISTING LAND USE	COMMERCIAL / VACANT
PROPOSED LAND USE	COMMERCIAL
SANITARY SEWER	INDIVIDUAL SEPTIC
WATER	INDIVIDUAL WELL
FIRE SERVICE AREA	BUFSA

ADJOINING PROPERTY OWNER INFORMATION

- Dave Ruckman
313 Kolar Ln
Lewistown, MT 59457
- Nessan Farms
PO Box 1575
Billings, MT 59103
- KW Billings, LLC
Burke and Associates LLC
C/O Ginamarie Spencer, ESQ Mendelsohn Oseran & Spencer, PLC
2525 E Broadway, Suite 201
Tuscon, AZ 85716
- Interstate Storage, LLC
PO Box 81565
Billings, MT 59108
- Jared A Schroeder
71 Broken Horn Dr
Bozeman, MT 59718
- RSK Holdings, Inc.
PO Box 1497
Billings, MT 59117

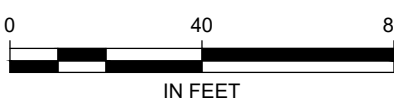
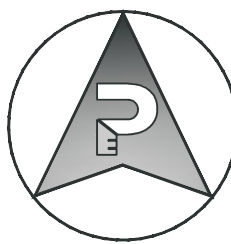


BASIS OF BEARINGS

Bearing shown on this survey are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of Origin: 45° 47' 00" N
Longitude of Origin: 108° 25' 00" W
Mapping Scale Factor: 1.0001515

Distances are ground.



SUBDIVISION IMPROVEMENTS AGREEMENT
WWB SUBDIVISION
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(Yellowstone County)

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SUBDIVISION IMPROVEMENTS AGREEMENT

(Name of Subdivision)

This agreement is made and entered into this ____ day of _____, 20__, by and between *WWB Properties, LLC*, whose address for the purpose of this agreement is **5510 Sunny CV, Billings, MT, 59106**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *WWB Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *WWB Subdivision*; 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 *WWB Subdivision* 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

A. Subdivider has requested, and the County hereby grants, the following variances by the Board of County Commissioners from the strict interpretation of the County’s Subdivision Regulations (Chapter 11, Yellowstone County Subdivision Regulations):

1. No variances are requested.

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 at no cost to the County 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

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets

- Goodman Road current exists in an 80-foot wide county right-of-way. No additional right-of-way will be dedicated as part of this development. Additionally, no access will be granted off of South Frontage Road.

B. Traffic Control Devices

- A Traffic Impact Study (TIS) is not required at this time.

C. Access

- The Subdivision will be accessed by way of Goodman Road through two existing approaches. No access will be permitted off of South Frontage Road.

D. Billings Area Bikeway and Trail Master Plan

- The subdivision is not located within the Bikeway and Trail Master Plan.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the County.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- A dry hydrant is located approximately 1,900 feet (along Entryway Dr. and Goodman Rd.) south of the 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 the Montana Department of Environmental Quality (MDEQ), or its designee.

A stormwater detention facility currently exists on the property and has the capacity to serve both lots in the Subdivision. No improvements to said system will be required.

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.

There is an existing well in the Subdivision that serves Lot 1.

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.

There is an existing septic system that serves Lot 1. There will be sanitary restrictions filed for Lot 2.

C. Power, Telephone, Gas, and Cable Television

Telephone, gas, electrical power, and cable television lines run within the right-of-way for Goodman Road. Connection to said utilities will be coordinated by the lot owner at time of development.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed *WWB Subdivision*, as this is a minor subdivision [MCA 76-3-621(3)(e)].

VIII. IRRIGATION

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.

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

No geotechnical investigation was performed.

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”

WWB Properties, LLC

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 _____, *WWB Properties*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by 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: _____
My commission expires: _____

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), which Yellowstone County may require for a period of twenty years from the date of this document's recording.

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:

WWB Subdivision

Signed and dated this ____ day of _____, 20__.

WWB Properties, LLC

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 _____, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public in and for the State of Montana

Printed name: _____
Residing in Billings, Montana
My commission expires: _____

FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for the preliminary plat of WWB Subdivision. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health and safety (76-3-608 (3) (a) MCA) (Section 3.2 (H) (2) YCSR)

1. Effect on agriculture and agricultural water users' facilities

The subject property is not used for farming purposes. No ditches run through the proposed subdivision. According to the SIA under the heading VIII, Irrigation "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. These are outlined in the SIA under the same heading as referenced earlier in the paragraph. There will be no effect on water user facilities with this subdivision.

2. Effect on local services

a. **Water and Septic** – The proposed subdivision is not located within any public water district. There is an existing well that serves Lot 1, and there will be a shared water service agreement established between Lot 1 and Lot 2. The applicant will provide a copy of the MDEQ approval for the water systems at the time of final plat (**Condition #1**).

There is an existing septic system that serves Lot 1. The applicant is proposing sanitary restrictions placed on Lot 2. The applicant will provide a copy of the MDEQ approval for the septic systems at the time of final plat (**Condition #1**). Maintenance of the septic system will be the responsibility of the property owner.

b. **Streets and roads** – There will be no new roads within the proposed subdivision. Access to the site will be provided by the existing developed road - Goodman Road. A no-access strip will be established along the entire frontage of South Frontage Road. (**Condition #6**) The applicant is requesting a variance for the development of sidewalks as part of this subdivision and would defer construction to a later time through an RSID.

A TIS is not necessary for this subdivision.

c. **Fire and Police services** – The property is within the Billings Urban Fire Service Area (BUFSA). There is an existing dry hydrant system 1,900 feet away from the proposed subdivision.

The Yellowstone County Sheriff's Department will provide law enforcement services to this subdivision.

d. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Each lot owner will be responsible for arranging for collection.

e. **Storm water drainage** – Storm water drainage shall satisfy Yellowstone County Storm Water Management requirements and MDEQ. A storm water plan will have to be reviewed and approved by the MDEQ to ensure the proposed storm water management is feasible and will work satisfactorily (**Condition #1**).

f. **School facilities** – No applicable school districts responded to comments. This is commercial/industrial subdivision, therefore there should be no impact on the schools.

g. **Parks and Recreation** – Per 76-3-621(3)(b) and Yellowstone County Subdivision Regulations Section 10.8.C. the proposed commercial/industrial subdivision is not required to provide parkland.

h. **Postal Service** – The applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents. (**Condition #2**)

i. **Historic features** – No known historic or cultural assets exist on the site.

j. **Phasing of Development** - The applicant is not proposing to phase this subdivision.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. Prior to final plat approval, the applicant will apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. (**Condition #5**)

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. A paragraph in the 'Conditions that Run with the Land' section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage residential landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior to final plat approval to ensure public health and safety.

Fire and emergency services are provided for this proposed subdivision from Billings Urban Fire Service Area (BUFSA) and the Yellowstone County Sheriff's department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

An environmental assessment was not required for this subdivision. The land is not used for agricultural purposes. There are no known endangered species on the land. A weed management plan and property inspection shall be completed by the County Weed Department prior to final plat approval. **(Condition #5)**

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2023 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Predictable land use decisions that are consistent with neighborhood character and land use patterns. (p. 6)

The subdivision is consistent with the type of commercial development in the surrounding area.

- Goal: New developments that are sensitive and compatible with the character of adjacent County town sites. (p. 6)

There is commercial development directly adjacent to the subject property.

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan for any ground disturbed by development.

2. 2023 Urban Area Transportation Plan

The subject property maintains the road the study area of the Transportation Plan. As proposed, there are only neighborhood streets associated with this subdivision.

3. Billings Area Bikeway and Trail Master Plan Update (BBTMP)

The subject property is not within the Billings Area Bikeway and Trail Master Plan Update.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]

The subdivider must receive approval from the MDEQ prior to final approval. New parcels are subject to MDEQ review. **(Condition #1)**

F. Does the proposed subdivision meet any applicable Zoning Requirements? [Section 3.2 (H) (3) (e), YCSR]

The proposed subdivision is within a zoned area of Yellowstone County. (Heavy Commercial – CX)

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

Private utilities are already installed within the right-of-way of Goodman Road. Connection to said utilities will be coordinated by the lot owner at time of development. Should the private utility companies require easements the applicant will be required to coordinate the easements needed with the private utility companies.

H. Does the proposed subdivision provide for Legal and Physical Access to all lots? [MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]

Legal and physical access will be provided for the new proposed lots from Goodman Road. No internal streets are proposed for this subdivision. A no-access strip will be established along the entire frontage of South Frontage Road. **(Condition #6)**

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.


RECOMMENDATION

Staff recommends to the Board of County Commissioners conditional approval of the preliminary plat of WWB Subdivision, approval of the variance request, and adopt the Findings of Fact as presented in the staff report.



MEMO

To: City-County Planning and Yellowstone County Public Works

From: Taylor Jay Kasperick, PE, Project Manager 

Date: 4.23.2025

Re: Statement of Hardship – Variance Request for WWB Subdivision

This memo is submitted in support of a request for a variance from the Yellowstone County Subdivision Regulations requiring the construction of sidewalks along the frontage of the proposed WWB Subdivision, a two-lot subdivision of land originally part of the R.F. Development Properties Subdivision. As outlined below, the request meets all criteria for the granting of a variance under the applicable regulations.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

The proposed variance will not negatively impact public health, safety, or welfare, nor will it be injurious to neighboring properties. The surrounding area, including both the R.F. Development Properties Subdivision and the adjacent Harnish Trade Center Subdivision, has been developed without sidewalks. As a result, the absence of sidewalk along the WWB Subdivision's frontage will be consistent with the character and development pattern of the area and will not introduce any additional safety risks or disruptions to public access.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

The parcel proposed for subdivision is part of a previously platted subdivision (R.F. Development Properties Subdivision, platted in 2000) that did not require sidewalks. The existing development pattern and infrastructure do not support sidewalk connectivity in this location. Requiring sidewalk construction at this time would impose an undue financial burden on the owner, with minimal practical benefit, as adjacent

properties are unlikely to connect sidewalks in the foreseeable future. This disconnection would render any such construction premature and functionally ineffective.

3. The variance will not result in an increase in taxpayer burden.

Approval of this variance will not shift any cost burden to taxpayers. In fact, to ensure that the property contributes its fair share to future infrastructure improvements, the owner/developer is prepared to execute and record a Waiver of Right to Protest the formation of a Special Improvement District (SID). This Waiver allows Yellowstone County to include the property in any future SID and ensures that the owner will pay their proportionate share for sidewalk construction at the appropriate time, without reliance on public funding.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations.

The proposed subdivision and variance request are fully compliant with all applicable zoning regulations. The request pertains solely to a subdivision improvement standard and does not involve any changes to land use, density, or development entitlements established by the zoning code.

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

The intent of the sidewalk requirement is to promote walkability and safe pedestrian movement. In this instance, given the lack of existing or planned sidewalk infrastructure in the immediate area, constructing isolated sidewalks would not achieve this goal. Instead, the long-term objective of a connected sidewalk network will be better served through coordinated public planning and implementation via a future SID. The owner/developer's agreement to waive the right to protest such a district ensures participation in a future, more comprehensive and effective pedestrian infrastructure solution.

Conclusion:

Based on the unique context and history of this property, the proposed variance is both reasonable and justified. The requested relief avoids an unnecessary hardship, aligns with surrounding development, maintains consistency with County regulations, and preserves future infrastructure planning options without increasing taxpayer burden.

We respectfully request approval of the variance, conditioned upon filing of the Waiver of Right to Protest the creation of a future SID

B.O.C.C Wednesday Discussion

2.

Meeting Date: 04/30/2025

Title: Elections Updates -- RFP

Submitted For: Katherine Aldrich, Election Administrator

Submitted By: Katherine Aldrich, Election Administrator

TOPIC:

Elections - Elections Updates -- RFP

BACKGROUND:

- The Elections Department is preparing an RFP for a printing contact for ballots.
- General status update on school/special district election.

RECOMMENDED ACTION:

Discuss

Attachments

Elections RFP

YELLOWSTONE COUNTY, MONTANA
REQUEST FOR PROPOSALS
Election Ballot Printing RFP

1. Introduction

Notice is hereby given that the Yellowstone County is seeking proposals for the printing of official ballots for elections held between July 1, 2025 through December 31, 2026. Proposals will be accepted from qualified vendors to supply printed ballots for elections conducted by the County.

The County intends to enter into a contract with the selected vendor that will include printing services and material for 2025 – 2026 elections. This RFP shall not commit the County to enter into an agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The County reserves the right to accept or reject all responses received as a result of this RFP if it is in the County's best interest to do so.

2. Background Information

The following information is the County's best-known information at this time and is subject to election cancelations, law changes, and special elections.

Between July 1, 2025 and December 31, 2026, the County expects to hold the following elections:

A potential Municipal Primary Election, subject to cancellation, may be held on September 9, 2025. It is likely the City of Billings will hold its primary and the other two municipalities, Laurel and Broadview, will cancel their elections. If held, the City of Billings has approximately 62,300 active registered voters eligible for mail ballots. Therefore, there would likely be five ballot styles with various candidates and ballot issues and approximately 66,000 single-sided ballots, of which the majority would be folded and approximately 5% would be in flats. If the City of Laurel and the Town of Broadview do not cancel their primary elections, the likely ballot numbers would be the same as estimated in the municipal general election.

A municipal general election will be held on November 4, 2025. Three municipalities are eligible for a municipal general election within Yellowstone County. The three municipalities have approximately 66,000 active registered voters eligible for mail ballots.

Therefore, there would likely be 10 ballot styles with various candidates and ballot issues and approximately 68,500 single-sided ballots, of which the majority would be folded and approximately 5% would be in flats.

A school and special district election will be held on May 5, 2026. The number and style of school and special district elections depend on the number of school or local districts holding elections. The school/special purpose district election will include candidates and possible ballot issues from up to fifteen school districts and various special districts including (but not limited to) rural fire districts, water and sewer districts, drain districts, and irrigation districts. The school districts contain approximately 90,000 active registered voters eligible for mail ballots. There are generally no more than 15 ballot styles with various candidates and ballot issues, and there would likely be no more than 92,500 single-sided ballots printed, of which the majority would be folded and approximately 3% would be flats. However, historically, several school districts and almost all of the special districts will cancel their elections. Ballot printing for school and special district elections has averaged around 50,000-60,000 ballots.

Note: *School and special district elections have historically had very tight printing deadlines, comparatively, with other elections. In addition, the vendor will be required to provide these printing services for May consecutively with the printing of June federal election ballots because of the proximity of those elections and should expect tight printing deadlines.*

A federal, state, and county primary election will be held on June 2, 2026. The primary election will include various candidates and possible ballot issues from local, state, and federal elections on no less than two party ballots per voter. The County required three party ballots per voter in 2024. The number of party ballots depends on the parties qualifying for the primary as determined by the Secretary of State. It is likely the County would require at least three party ballots per voter for the primary. The County currently has 106,817 voters, so the approximate number of ballots would be at least 320,000 double-sided ballots. The County currently has 59 precincts and therefore would likely have 59 ballot styles in each party ballot, for a total of 177 ballot styles. If a fourth party is required, an additional 59 ballot styles and an additional 106,000 double-sided ballots would be required. Special elections called by municipal or other election districts could cause additional ballot styles but would not require changes in the total amount of ballots.

A federal general election will be held on November 3, 2026. The general election will include various candidates and possible ballot issues from local, state, and federal elections. The County would likely print at least 107,000 double-sided ballots for the federal general election in at least 59 ballot styles.

The successful Vendor may be required to print ballots for unscheduled elections during the time period of the contract, however, a proposal should not include costs for unscheduled elections.

3. Scope of Work/Specifications

Since some elections are subject to cancellation, candidates may still file, and jurisdictions may include additional ballot issues, the County offers the following information as our best projections at this time.

The County typically uses 14” ballots with 1” stubs at the bottom of the ballot. However, if enough ballot issues are placed on a ballot, the County will require a 17” ballot with a 1” stub. The longer ballots are only anticipated during the federal general election. Ballot printing must be done on ES&S approved paper stock (CountRight Ballot Stock) for use on ES&S DS850 and DS950 tabulators. *Please specify in your cost proposal whether the cost of ballot stock paper is included or excluded in your pricing and specifically segregate the cost of ballot stock, if it is included. Please also segregate any costs for shipping and specify the shipping times for arrival to Billings, MT.*

Based on historical experience with cancellations, the County anticipates the following estimates are needed for the following elections [estimates are subject to change based on the actual needs of each election district] – please use the following estimates for preparing your cost proposal:

- 2025 Municipal Primary Election - approximately 66,000 single-sided 14” printed ballots with a 1” stub in 5 ballot styles. Stubs on folded ballots will be left on, and the ballots should be folded appropriately to allow the County to remove the stub before sending the ballot (generally an overhanging double parallel fold). The following amounts will be required:

Folded: 62,700

Flats: 3,300.

- 2025 Municipal General Election - approximately 68,500 single-sided 14” printed ballots with a 1” stub in 10 ballot styles. Stubs on folded ballots will be left on, and the ballots should be folded appropriately to allow the County to remove the stub before sending the ballot (generally an overhanging double parallel fold). The following amounts will be required:

Folded: 65,075

Flats: 3,425.

- 2026 School & Special District Election - approximately 55,000 single-sided 14” printed ballots with a 1” stub in 15 ballot styles. Stubs on folded ballots will be left on, and the ballots should be folded appropriately to allow the County to remove the stub before sending the ballot (generally an overhanging double parallel fold). The following amounts will be folded or bundled in flats:

Folded: 53,350

Flats: 1,650.

- 2026 Federal Primary - approximately 321,000 double-sided 14” printed ballots with a 1” stub in 177 ballot styles. Stubs on folded ballots will be cut off, and the ballots should be folded appropriately so that on one side there is only one fold (generally a double parallel fold). The following amounts will be folded or bundled in flats:

Folded: 270,000

Flats: 51,000.

- 2026 Federal General - approximately 107,000 double-sided 14” printed ballots with a 1” stub in 59 ballot styles. Please note that if necessary to accommodate the number of races and ballot issues, the County may opt for a 17” ballot. Stubs on folded ballots will be left on, and the ballots should be folded appropriately to allow the County to remove the stub before sending the ballot (generally an overhanging double parallel fold). *Please also provide separate pricing for this election based on a 17” ballot with a 1” stub.* The following amounts will be folded or bundled in flats:

Folded: 90,000

Flats: 17,000.

Please use the above projected figures when preparing your proposal.

CALENDAR DEADLINES

2025 MUNICIPAL ELECTIONS:

PRIMARY ELECTION: The Municipal Primary Election is September 9, 2025. Unless cancelled, the County will send the Primary election ballot content and layout to the Vendor by July 15, 2025, or as soon as the ballot images are available, whichever is sooner. All Municipal Primary election ballots must be delivered to the County on or before August 1, 2025.

GENERAL ELECTION: The Municipal General Election is November 4, 2025. The County will send the General Election ballot content and layout to the printer by October 1, 2025, or as soon as the ballot images are available, whichever is sooner. General Election ballot

mailing begins October 15, 2025. All Municipal General Election ballots must be delivered to the County on or before October 7, 2025.

2026 SCHOOL/SPD ELECTIONS:

- These dates will be scheduled in 2026

2026 FEDERAL PRIMARY ELECTION

- These dates will be scheduled in 2026

2026 FEDERAL GENERAL ELECTION

- These dates will be scheduled in 2026

SPECIFICATIONS

Ballot stock must comply with specifications by Election Systems and Software, Inc. (ES&S). Please separate the cost of the paper in the proposal if provided by the vendor. If not provided by the vendor, please clearly state this in your cost proposal. Please also separate the cost of shipping the ballots, if the vendor is not local.

Ballot stock for Yellowstone County typically measures 8 1/2 x 15". The portion of the ballot read by the scanner will measure 8 1/2 x 14" and there will be a perforation of the ballot at the 14" line (herein referred to as the "ballot stub"). Below the perforation line, the ballot stub will contain the precinct or ballot style, and stub number. The printer will be required to number the ballot stub consecutively for each precinct/style.

As noted above, the County may require a longer ballot for a federal election, specifically the federal general election. In that case, the ballot stock would measure 8 1/2 x 18". The portion of the ballot read by the scanner will measure 8 1/2 x 17" and there will be a perforation of the ballot at the 17" line (herein referred to as the "ballot stub"). Below the perforation line, the ballot stub will contain the precinct or ballot style, and stub number. The printer will be required to number the ballot stub consecutively for each precinct/style.

Folded ballots must be folded in a manner as to avoid folds on the programming code (aka "tic marks") on the board of ballot layout, which falls within 1/2 inch on the left and right margins of the ballot. Folded ballot stubs may be specified for removal prior to delivery to the Elections Office but if they are removed, they must be cut off the printed ballots and delivered to the Election Office to show evidence of how many ballots were printed.

The County prefers an overhanging double parallel fold, if a ballot stub is left attached. If the stub is specified for removal, the County prefers a double parallel fold. Folding of the

ballot must fit into a standard #10 envelope, after the stub is removed, even if the County opts to use a longer ballot length. Therefore, the type of fold may need to be adjusted if a longer ballot length is used to ensure the ballot can fit within the appropriate envelope.

Flat ballots will remain unfolded and packaged in quantities of no more than 100s with stubs attached.

Both folded and unfolded ballots must be delivered in separated bundles of no more than 100 prior to delivery to the elections office. The Election office would prefer folded ballots are delivered in bundles of 25 and flats are shrink-wrapped in 100's.

Commercial common black ink will be used for all printing on the ballot. The printer will be responsible for printing of the ballots and delivering ballots to the election department – include breakout costs for shipping in submitted proposals.

The Election Office anticipates that a new “ballot stamp” layout may be applied to the printed ballot. If required by the Secretary of State, please also provide alternative cost pricing that includes printing of a common red “OFFICIAL BALLOT” stamp impression on each ballot (therefore, in the alternative pricing, each printed ballot would use standard black and a common red ink instead of only black ink).

Ballots must be printed and delivered under potentially tight deadlines.

4. Proposal Content Requirements

Participants interested in providing a proposal for services requested are to submit the following information. Responses should be in the same order as laid out in this RFP and should clearly identify which item the response applies to.

a. Executive Summary

- Include general information about the vendor such as: total years in business, description of services offered, number of employees, and office locations.
- Name, phone number, and email of the designated contact for the proposal.

b. Qualifications of the Vendor

- Include the relevant experience of the vendor for the technically precise printing of ballots read by automated scanners and tabulators, including the ability of the printer to print in black as well as red and black (or color).

- Include the relevant experience of the vendor for precise folding of ballots between relevant programming marks (“tic marks”).
- Include the relevant experience of the vendor for precisely pre-bundling ballots in required amounts, whether the ballots are printed flat or folded.

c. Proposed Solution/Ability to Meet Timeline

- Provide a description and outline detailing the proposed solution for accomplishing this project.
- List resources and equipment that the vendor will use to complete project.
- Specify the minimum time required to prepare and print ballots from the time ballot proofs are sent to the vendor. Please separate any minimum shipping time required if the vendor is not local.
- Provide a delivery and logistics plan, including details related to secure delivery to Yellowstone County especially under tight deadlines or emergency reprints.
- Provide quality control measures associated with proofing printed ballots, security printed ballots, and verification procedures to ensure ballot accuracy and integrity.
- Vendors should have specific contingencies in place for resource allocation conflicts. Please detail your strategies for prioritizing and ensuring fulfillment under high-demand conditions.
- Provide details concerning vendor’s ability to respond and support election operations, including availability for last minute ballot changes and dedicated support staff available during election seasons.
- Provide present and projected workloads, including projected capacity to take on additional projects such as unscheduled special elections, reprints, additional ballot styles, etc.
- Provide details about solutions providing any ancillary services, such as full or partial color printing, or other services offered by the vendor relevant to ballot printing, preparation, or mailing, including the scope of associated services and cost.

d. Past Performance and Demonstrated Results

Due to the concurrent election needs of multiple Montana Counties as well those of neighboring states, preference will be given to vendors with demonstrated experience managing high volume ballot production and delivery across jurisdictions.

- Detail the capacity and scalability of your operation, including specific examples related to demonstrated ability to produce and deliver ballots on time during peak election cycles (e.g., general elections with multiple clients).
- Detail past performance relating to experience printing ballots for multiple jurisdictions simultaneously during high volume federal elections.
- Detail past performance relating to the ability to take on unscheduled special elections, reprints with little to no notice, additional ballot styles, etc.
- Detail past performance printing on ES&S approved ballot stock.

e. References and Relevant Experience

- Provide a list of a minimum of (3) projects of similar scope with details on the project, common issues, and services provided, including client references related to the projects. Projects should be of similar scope for similarly sized jurisdictions at approximately the same or greater volume as described in this RFP
- Provide the timeline in which these projects were completed.
- Client references should include names, titles, addresses, telephone and email addresses for at least three clients related to the relevant projects of similar scope.

f. Price Proposal

- Provide an overall project cost
- Provided itemized breakdowns of costs and rates.
- Describe factors significant to project pricing
- Ensure the proposal pricing form (attached) provides the relevant costs, including alternative pricing for ballots printed with both black and red ink, shipping, if applicable, and cost of ballot paper, if applicable.

5. Proposal Submittal Requirements

Offerors shall submit five (5) hard copies of the proposal in a sealed envelope. All proposals must be labeled “**Election Ballot Printing RFP**”. Proposals may either be mailed to or physically delivered to the following addresses.

Mail To:

Yellowstone County BOCC
PO Box 35000
Billings, MT 59107

Physically Deliver To:

Yellowstone County BOCC
Stillwater Building, Room 3101, 3rd Floor
316 North 26th Street
Billings, MT 59101

All proposals must be received no later than 3:00 PM on Monday, June 2nd, 2025.

Proposals received after this deadline will not be considered.

Timely proposals will be opened and acknowledged at 9:00 AM, on Tuesday, June 3rd, 2025 in Room 3108 on the 3rd Floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101.

7. Timelines

Event	Date/Time
Publication Dates for RFP	Friday, May 9 th , 2025 Friday, May 16 th , 2025
Deadline for proposals	Monday, June 2 nd , 2025 by 3:00 PM
Evaluation of proposals	Tuesday, June 3 rd , 2025 through Thursday, June 5 th , 2025
Notice of Intent to Award Posting	Tuesday, June 10 th , 2025
Notice of Award Posting	Tuesday, June 17 th , 2025

The county reserves the right to modify the above timeline as needed.

8. Selection Process & Scoring

A selection committee will review and evaluate all RFP responses that meet the submittal requirements and deadlines. The committee will score and rank the proposal.

Proposals will be evaluated based on the following criteria:

- Qualifications of the Vendor for Scope of Services – [5 points]
- Proposed Solution & Timeline – [30 points]
- Past Performance & Demonstrated Results – [30 points]
- References and Relevant Experience– [5 points]
- Price Proposal – [30 points]

9. Amendments to Solicitation

Any interpretation, correction, or addition of this request will be published on the County website at <https://www.yellowstonecountymt.gov/purchasing/>.

10. Contact Information

Any questions regarding specifications, scope of the RFP, or proposal submittal procedures should be directed to Matt Kessler, Purchasing Agent, at mkessler@yellowstonecountymt.gov.

11. Miscellaneous

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this contract 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 during the contract 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 for this contract at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the contract 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 contract.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the contract. 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 for this contract. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the contract.

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 during this contract. 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 shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board of County Commissioners reserves the right to reject any or all proposals received, to waive informalities to evaluate the proposals submitted, and to accept the proposal that best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 6th day of May 2025.

Board of County Commissioners
Yellowstone County, Montana

Mark Morse, Chair

Attest:

Jeff Martin
Clerk & Recorder

- End of RFP -

PROPOSAL PRICING FORM

NOTE: Proposal pricing may be submitted on this form. Participants are encouraged to provide any ancillary pricing chart, pricing explanation, ancillary services offered, or any additional information used to calculate pricing for Yellowstone County. Participants may supply any additional cost proposals relative to add-on services. If ballot stock is provided by the vendor or ballots must be shipped from the vendor, please include a breakout cost for the price of the ballot stock and shipping for each election.

2025 Elections

2025 Municipal Primary

Printing: \$ _____

Alternative Cost including black and red ink: \$ _____

If relevant, please provide details concerning these included costs:

Approved ballot stock \$ _____

Shipping \$ _____

2025 Municipal General

Printing \$ _____

Alternative Cost including black and red ink: \$ _____

If relevant, please provide details concerning these included costs:

Approved ballot stock \$ _____

Shipping \$ _____

Total Cost for 2025 elections \$ _____

2026 Elections

2026 School/SPD

Printing \$ _____

Alternative Cost including black and red ink: \$ _____

If relevant, please provide details concerning these included costs:

Approved ballot stock \$ _____

Shipping \$ _____

2026 Federal Primary Election

Printing: \$ _____

Alternative Cost including black and red ink: \$ _____

If relevant, please provide details concerning these included costs:

Approved ballot stock: \$ _____

Shipping: \$ _____

2026 Federal General Election (14" ballot with 1" stub)

Printing: \$ _____

Alternative Cost including black and red ink: \$ _____

If relevant, please provide details concerning these included costs:

Approved ballot stock: \$ _____

Shipping: \$ _____

Total Cost for printing 2026 elections, including 14" ballot in federal general:

\$ _____

2026 Federal General Election (17" ballot with 1" stub)

Printing: \$ _____

Alternative Cost including black and red ink: _____

If relevant, please provide details concerning these included costs:

Approved ballot stock: \$ _____

Shipping: \$ _____

Total Cost for printing 2026 elections, including 17" ballot in federal general:

\$ _____

B.O.C.C Wednesday Discussion

3.

Meeting Date: 04/30/2025

Title: Employee Performance Appraisals

Submitted By: Erika Guy

TOPIC:

HR - Employee Performance Appraisals

BACKGROUND:

See Attachments

RECOMMENDED ACTION:

Discuss

Attachments

perf appraisal letter 2018

Draft Perf Appraisal

Yellowstone County

HUMAN RESOURCES

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



To: Board of County Commissioners

From: Dwight Vigness, HR Director

Date: June 15, 2018

As much as the thought of the performance appraisal process may be unpopular and perhaps a bit intimidating, the benefits greatly outweigh the consternation. From my view as the human resource director for Yellowstone County, I have witnessed an evolution toward a disconnect which I believe to be the unintended consequences of eliminating performance appraisals.

It is generally accepted in the human resource profession that employees and supervisors ultimately view a properly conducted performance appraisal process as beneficial. With that said, how often within Yellowstone County does a supervisor sit down with an employee for a one on one discussion to talk about the employee's performance, and more importantly actually listen to their employee? From my observation and employee feedback I have received, it seldom happens. When you think about asking a supervisor to sit down with their employee once a year allowing the employee to have uninterrupted access to their supervisor for 45 minutes it is almost alarming we do not encourage that.

I could bullet point the pros and cons of performance appraisals but that is all a click away on the internet. If nothing else, the existence of an appraisal program indicates to an employee that Yellowstone County is genuinely interested in their performance, development and them as an individual with thoughts regarding their job.

Now the bigger leap. If Yellowstone County does in fact move toward conducting performance appraisals, I would suggest this process be tied into compensation adjustment for the nonunion employees. Yes, it is a commitment and work.

The general or basic concept would include approving a compensation budget for the nonunion employees. Secondly, allocate part of the compensation budget to continue with the below midpoint and above midpoint base wage adjustment compensation philosophy. Please refer to the June 27, 2017 Board memorandum regarding *FY18 Salary Increase for Non-union Employees*. One of the paramount issues is to continue

to move employees to midpoint or job worth. Yellowstone County should be considering a methodology to move employees to the midpoint within 7 years.

Secondly, the balance of the compensation budget would be distributed based on performance, which in the case of nonunion, would include approximately 115 employees. Each month of the employee's anniversary, a performance review would be completed, then based on work performance there would be a level of pay for performance. Additionally, there would be steps with the Board of County Commissioners ultimately meeting with the department head or elected official and signing off or approving the compensation adjustment. At 115 employees, there would be approximately 10 evaluations per month.

The goal would be to acknowledge performers, in a concrete way, how much they are valued by the organization and on the other hand help those needing some direction succeed whether it is a bit more on the job development or specific training. Everyone wants Yellowstone County employees to succeed and one on one communication between a supervisor and employee once a year is a great start.

Flawed or feared as they may be, performance appraisals provide both employers and employees with important benefits. For this reason alone, the Board of County Commissioner should not underestimate the positive impact of interaction between supervisors and their employee. With that said, nonunion employees would be the most logical place to start this process.

Copy: Board file item
Kevan Bryan, Finance Director



*Neo Gov form
on-line*

Yellowstone County Performance Evaluation

Employee Name

Job Title

Department Title

Anniversary Date

Supervisor's Name

Section I to be completed by the employee being reviewed before the performance review.

SECTION I.

Performance Objectives - Summarize the most important objectives undertaken during the review period and comment on the results achieved. Attach additional sheets as needed at the bottom of the form.

Employee Comments on Performance Objectives

Goals - What are your major goals and accountabilities for the next review period? What are your priorities for the next 6 months? Attach additional sheets as needed at the bottom of the form.

Employee Comments on Goals

Section II to be completed by the Supervisor.

SECTION II.

(Below each standard there will be a dropdown for supervisor to check)

JOB PERFORMANCE & KNOWLEDGE- How well does the employee perform and understand the requirements and expectations of the job?

- ☐ *Above standard or expectations*
- ☐ *Expected or met standards*
- ☐ *Below standards or expectations*

Select which option describes employee's ability on job performance and knowledge.

Supervisor comments

CUSTOMER SERVICE - Responds to customer needs timely, resolves problems in a prompt and efficient manner, and understands the customer needs.

Select which option describes employee's level of expectations regarding customer service.

Supervisor comments

SAFETY - Being responsible for yourself and others in preventing accidents, injury, or loss.

Select which option describes employee's level of expectations regarding safety.

Supervisor comments

TEAMWORK - Meets the expectations for contributing to the team, supports other employees and willing to share information and expertise, and responds positively to constructive feedback.

Select which option describes employee's level of expectations regarding teamwork.

Supervisor comments

QUALITY & QUANTITY OF WORK - How accurate, timely, and complete is the work?

Select which option describes employee's level of expectations regarding quality & quantity of work.

Supervisor comments

DECISIONS AND JUDGEMENT - Makes sound decisions and used good judgement in less structured areas of the job or as situations arise.

Select which option describes employee's level of expectations regarding decisions and judgement.

Supervisor comments on decisions and judgement.

INITIATIVE - Willingly takes on additional responsibility, seeks improvements or efficiencies in workflow and performs a variety of tasks with only general guidance.

Select which option describes employee's level of expectations regarding initiative.

Supervisor comments

CHANGE & PROCESS IMPROVEMENT - Supports and enjoys proactive change; adjusts quickly and effectively to new priorities or circumstances.

Select which option describes employee's level of expectations regarding change & process improvement.

Supervisor Comments

CARE OF YELLOWSTONE COUNTY PROPERTY - How well does the employee care for vehicles, machinery, office equipment, and work area?

Select which option describes employee's level of expectations for care of property.

Supervisor Comments

COMPLIES WITH COUNTY POLICIES AND GOALS - How well does the employee support policies, procedures, and goals?

Select which option describes employee's level of expectations regarding policies and goals.

Supervisor Comments

ATTENDANCE - Reliable, dependable, and on time for work and meetings. Provides ample notice when needing time off.

Select which option describes employee's level of expectations regarding attendance.

Supervisor Comments

FUTURE GOALS AND EXPECTATIONS

Specific Area #1

Specific Area #2

Other Areas

Employee Signature

Date Employee Signed

Supervisor Signature

Date Supervisor Signed