

COMMISSIONER MEETINGS

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

THURSDAY - OCTOBER 30, 2025

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **IT** - Discussion on Proposal for Yellowstone County to Provide Support to Montana District Court in Yellowstone County Courthouse
2. **Public Works** -
 - a. 48th and Central Right of Way Update
 - b. Community Water and Wastewater RSID Requirement
 - c. Road Policy - Approaches
3. **County Attorney** - The Truck Shop of Billings Inc. Modification of a Motor Vehicle Wrecking Facility License
4. **Finance** - Ostlund Building Update - 10/30/2025

COMMISSIONERS

1. Board Recommendation - Ashley Holeman to Historic Preservation Board
2. Commissioner Board Reports

PUBLIC COMMENTS ON COUNTY BUSINESS

Public comment is an opportunity for individuals to address the Board, however, the Board cannot engage in discussion or take action on items not properly noticed on the agenda.

B.O.C.C Thursday Discussion

1.

Meeting Date: 10/30/2025

Title: MOU with Montana District Court - Security Monitoring Support

Submitted For: Larry Ziler, IT Director

Submitted By: Larry Ziler, IT Director

TOPIC:

IT - Discussion on Proposal for Yellowstone County to Provide Support to Montana District Court in Yellowstone County Courthouse

BACKGROUND:

Montana District Court is unable to access security camera feeds for their areas in the Yellowstone County Courthouse. The State of Montana will not allow the required software on State hardware. The proposed solution is for the Office of the Court Administrator to reimburse Yellowstone County for the purchase of 11" Tablets that can be used by the Courts to view security feeds properly. These devices will limit security camera feeds to District Court areas. Yellowstone County will own the hardware and provide District Court with support of these devices only for their use to access security camera feeds. This will require very little additional time on the part of the County IT Department.

RECOMMENDED ACTION:

I recommend acceptance/approval of the MOU for this item. It is unintrusive and an easy goodwill service Yellowstone County can provide to the courts.

Attachments

MOU - District Court & County IT

AGREEMENT

This Agreement is made and entered into by and between the **Office of the Court Administrator**, (hereinafter referred to as the “**OCA**”), whose address and phone number are 301 S Park Ave, Suite 328, PO Box 203005, Helena, Montana 59620-3005, (406) 841-2964; and **Yellowstone County**, (hereinafter referred to as the “**COUNTY**”), whose address, and phone number are 217 N 27th St, Billings, MT 59101, (406) 254-7918.

The **County and the OCA** agrees to the following conditions for providing and supporting tablets for the use in the Yellowstone County Courthouse by the Montana District Court.

- The County will purchase up to 14 tablets, along with charging equipment and protective cases to serve judges and authorized staff for remote access to District Court security camera feeds in Yellowstone County Courthouse.
- The OCA will reimburse the County for the purchase cost with available court security grant funds.
- The purchased devices will remain property of the County
- The initial purchase will consist of 12 tablets. The OCA has the option to request 2 additional tablets later should funding remain available.
- The County will connect the tablets to the county network for streaming District Court security camera feeds via the Wisenet WAVE application.
- The County will provide ongoing operational support for up to 14 tablets, including maintaining security updates and protocols.
- Ensure all tablets remain dedicated to the viewing of security camera feeds and are not repurposed for non-judicial use.
- The County’s IT department will serve as the primary helpdesk for District Court Judges and staff, for issues related to the security camera system and related components, including tablets.
- The County will not be responsible for replacing the tablets.
- State employees shall not remove tablets from the courthouse or use the tablets for any other use besides viewing security camera feed without prior authorization from the **County**.

This agreement is to remain in place for the life of the 12 tablets, approximately 5-7 years, or until new technology is introduced to provide the District Courts access to security feeds, or a new agreement is put in place.

SIGNATURES:

OCA

Dave McAlpin, Court Administrator
Montana Supreme Court

Date

COUNTY

Mark Morse, Chairman
Yellowstone County Commission

Date

B.O.C.C Thursday Discussion

2. a.

Meeting Date: 10/30/2025

Title: 48th and Central Right of Way Update

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

48th and Central Right of Way Update

BACKGROUND:

New valuations have been provided (see attached) based on highest and best use. Additional explanation provided within the waiver valuations along with comparable sales.

RECOMMENDED ACTION:

Discuss and provide direction.

Attachments

Attachment 1

Attachment 2

The County of Yellowstone, Montana
(hereinafter referred to as The County of Yellowstone Montana, County, and/or Grantee)
Right-of-Way Agreement

Central and 48th Intersection

Project Name

Project No.: 21001.14

Yellowstone

Montana County

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
1	0+00 RT (Central Ave)	6+00 RT (Central Ave)	Portion of NE1/4, Tract 2-B of C.O.S. NO. 1880 Third Amended	9	1S	25E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)

Staley Family Irrevocable Land Trust
c/o Harry Staley, trustee
4904 Central Avenue
Billings, MT 59106

1. In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. This agreement is effective upon execution by the Grantor and Grantee or a designated representative. Grantee will record the deed(s)/easement(s) as soon as possible to provide public notice of the transfer and protect the Grantee's ownership rights against future claims. Possession of the property is when payment is sent in full or when the initial payment of a multiple payment arrangement is sent, whichever comes first. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the project being constructed, Grantors agree to provide the Purchaser(s) with a copy of this entire Right-of-Way Agreement and agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement. Grantors contract that they will, on the County's request, execute deeds and/or easements required by the County for all real property agreed to be conveyed by this agreement.

Taxes and special assessments, if any, delinquent from former years, and taxes and special assessments for the current year, if due and/or payable, shall be paid by the Grantor. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein. The Grantor hereby agrees that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said Grantor agrees to discharge the same. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the County on behalf of the Board of County Commissioners of Yellowstone County, Montana.

2. COMPENSATION FOR LAND AND IMPROVEMENTS (list acreage and improvements to be acquired.)

Public Road and Utility Easement
2,655 sq.ft. x \$7.50 per sq.ft. x 95% =

\$18,917.00

3. OTHER COMPENSATION

Temporary Construction Easement Lump Sum	\$500.00
Cost to Cure	\$0.00
Rounding	\$33.00

4. TOTAL COMPENSATION (includes all damages to the remainder): \$19,450.00

5. IT IS UNDERSTOOD AND AGREED THE COUNTY SHALL MAKE PAYMENTS AS FOLLOWS:

The undersigned grantors hereby authorize and instruct The County of Yellowstone, Montana to pay the entire consideration of \$5,050.00 to the Staley Family Irrevocable Land Trust, 4904 Central Avenue, Billings, MT 9106. The undersigned owners of the premises herein described, hereby agree a single payment shall constitute full, total, and complete payment for all interest owned and to be conveyed by the undersigned in compliance with the terms of this instrument. Any allocation of payment between undersigned grantors will be negotiated independent of the County. A payment is to be mailed to the address above.

6. At no expense to the Grantor and at the time of roadway construction, permission is hereby granted the County and/or its contractors to enter upon the Grantor's land at the locations and for the purposes described as follows:

A. Station 0+00 to Station 6+00 (Central Ave) Temporary Construction Easement RT

It is understood and agreed that temporary construction easements will be in effect for a period beginning the 1st day of construction on the property and will remain in effect for a period of 2 years from that date.

7. The Grantor and Grantee agree that the Grantee will coordinate construction activities on the Grantor's property with regards to irrigation activities. The Grantee agrees to restore the impacted surface and underground irrigation system back to its original condition as much as practical upon completion of the project.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

Grantors' Statement: We understand that we are required by law to provide our correct taxpayer identification number(s) to the County of Yellowstone, Montana and that failing to comply may subject us to civil and criminal penalties. We agree to provide our correct taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree to provide the County with a completed and signed W-9 or W-8 from all persons and/or entities receiving payments by assignment from us in this agreement. We further agree and authorize the County to process the payments outlined in this agreement by withholding a percentage of the payments, if required by the IRS, if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

Signature: Harry Staley, trustee of the Staley Family Irrevocable Land Trust Date

Signature: Date

Recommended for Approval:

Approved for and on Behalf of the County

R/W Agent: Tony Gaddo Date

Name: Date

Clear Route Real Estate

Title:

Attest

Name:	_____	Date
Title:	_____	

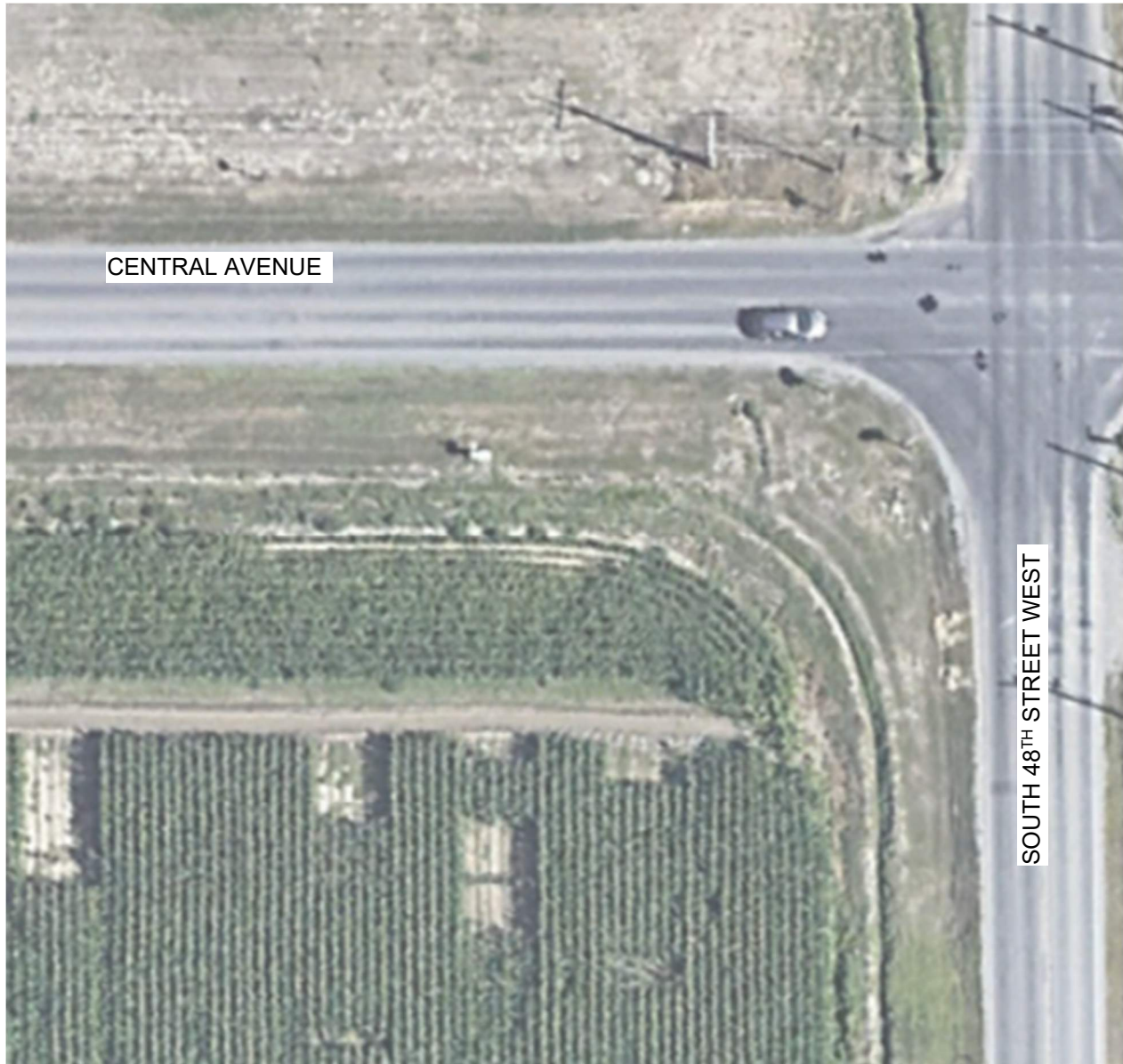
R/W Agreement Figure 1

(1) Current Project Information

PROJECT NO.: 21001.14
PROJECT NAME: Central and 48th Intersection

PARCEL NO.: 1

(2) RECORD OWNER: Staley Family Irrevocable Land Trust



Notes: Aerial image locations are approximate and may not be exact. Refer to easement exhibits for detail.

RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

PUBLIC ROAD AND UTILITY EASEMENT

Staley Family Irrevocable Land Trust, whose address is 4904 Central Avenue, Billings, MT 59106, the GRANTOR, in consideration of One and No/100 – Dollars and other and valuable consideration, in hand paid, conveys and grants to the **County of Yellowstone, Montana**, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a perpetual, full and unrestricted public road and utility easement and right-of-way, in, over, under, along, through, and across the following described real property located in Yellowstone County, Montana:

That part of NE1/4 of Section 9, Township 1 South, Range 25, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 2-B of Certificate of Survey No. 1880 Third Amended on file in the office of the Clerk and Recorder of said County, under Document #3515300.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

All improvements installed within the easement by GRANTEE are the property of the GRANTEE, and removeable at its option. The failure of GRANTEE to exercise any of its rights granted herein shall not be construed as a wavier of abandonment of the right.

GRANTOR hereby covenants with GRANTEE that GRANTOR has good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession of the easement; and shall have a free and unrestricted right to access and maintain said facilities as long as the right-of-way of which this easement area is a part, remains a public

way.

The GRANTEE hereby covenants and agrees to defend and indemnify GRANTOR, its officers, directors, employees, agents and invitees and save them harmless from any and all liability, loss, costs or obligations, including, without limitation, reasonable attorneys' fees, on account of, or arising out of, any such injury or loss caused or claimed to be caused by the exercise of this easement or use of this easement, however occurring, other than those cause solely by the willful or negligent acts or omissions of the GRANTOR.

DATED this ____ day of _____, 20____.

By: _____

Grantor

STATE OF _____)
) :ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to be _____ of the Staley Family Irrevocable Land Trust and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of the Staley Family Irrevocable Land Trust.

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

(SEAL)

Notary Public for the State of _____

(Printed Name)

Residing at _____

My Commission expires _____/_____/20____

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYENCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Public Road and Utility Easement and hereby accepts the property interest conveyed through this instrument.

COUNTY OF YELLOWSTONE, MONTANA BOARD OF COUNTY COMMISSIONERS

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

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

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

EXHIBIT A

EASEMENT WITHIN TRACT 2B, CERTIFICATE OF SURVEY No. 1880, 3RD AMEND.

PREPARED FOR : HARRY STALEY

AUGUST, 2025

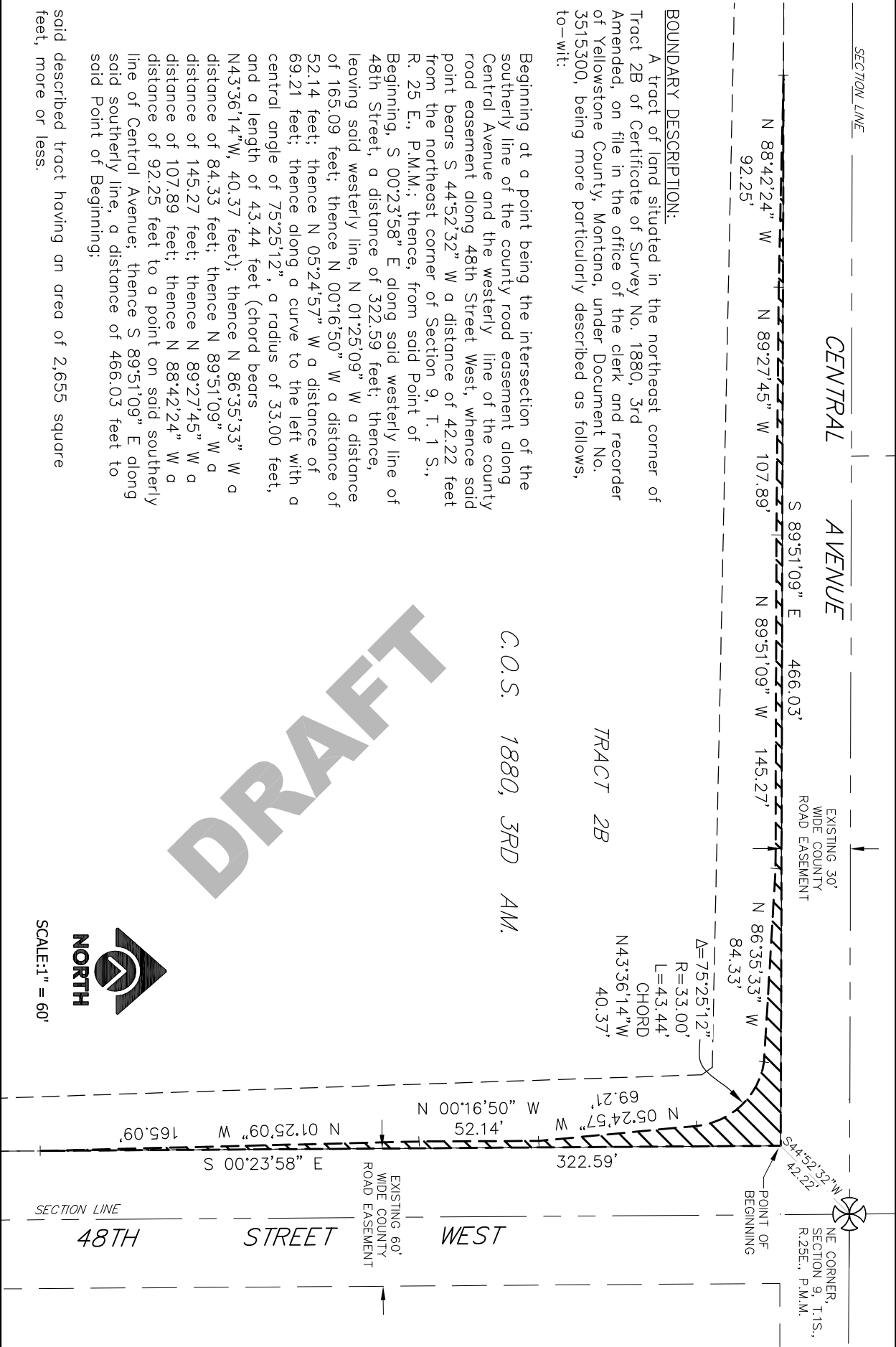
PREPARED BY : sanbell

BILLINGS, MONTANA

said described tract having an area of 2,655 square feet, more or less.

Beginning at a point being the intersection of the southerly line of the county road easement along Central Avenue and the westerly line of the county road easement along 48th Street West, whence said point bears S 44°52'32" W a distance of 42.22 feet from the northeast corner of Section 9, T. 1 S., R. 25 E., P.M.M.; thence, from said Point of Beginning, S 00°23'58" E along said westerly line of 48th Street, a distance of 322.59 feet; thence, leaving said westerly line, N 01°25'09" W a distance of 165.09 feet; thence N 00°16'50" W a distance of 52.14 feet; thence N 05°24'57" W a distance of 69.21 feet; thence along a curve to the left with a central angle of 75°25'12", a radius of 33.00 feet, and a length of 43.44 feet (chord bears N43°36'14"W, 40.37 feet); thence N 86°35'33" W a distance of 84.33 feet; thence N 89°51'09" W a distance of 145.27 feet; thence N 89°27'45" W a distance of 107.89 feet; thence N 88°42'24" W 92.25 feet to a point on said southerly line of Central Avenue; thence S 89°51'09" E along said southerly line, a distance of 466.03 feet to said Point of Beginning;

BOUNDARY DESCRIPTION:
A tract of land situated in the northeast corner of Tract 2B of Certificate of Survey No. 1880, 3rd Amended, on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 3515300, being more particularly described as follows, to-wit:



RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

TEMPORARY CONSTRUCTION EASEMENT

Staley Family Irrevocable Land Trust, whose address is 4904 Central Avenue, Billings, MT 59106, the GRANTOR, in consideration of \$1.00 and for other and valuable considerations, receipt of which is acknowledged, grants to the County of Yellowstone, Montana, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a temporary construction easement, in, through, and across a strip of land situated in Yellowstone County, Montana, to be located on the following described real property: That part of NE1/4 of Section 9, Township 1 South, Range 25, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 2-B of Certificate of Survey No. 1880 Third Amended on file in the office of the Clerk and Recorder of said County, under Document #3515300.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

The GRANTOR states that he possesses the real property described above and that he has a lawful right to grant an easement thereon.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Upon completion of the project for which access is hereby provided, the GRANTEE shall restore the property as nearly as possible to its original condition. The GRANTEE agrees to hold

GRANTOR harmless from any and all liability that may result or arise from the exercise of the rights granted hereby.

GRANTOR hereby covenants with GRANTEE that GRANTOR has good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession thereof and use thereof during the period of this Temporary Construction Easement. This Temporary Easement is in effect for a period beginning the 1st day of construction on the property, and ending two (2) years later, at which time this easement shall expire and be of no force and effect.

DATED this ____ day of _____, 20____.

By: _____

Grantor

\
STATE OF _____)
):ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to be _____ of the Staley Family Irrevocable Land Trust and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of the Staley Family Irrevocable Land Trust.

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

(SEAL)

Notary Public for the State of

(Printed Name)

Residing at _____

My Commission expires _____/_____/20____

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYENCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Temporary Construction Easement and hereby accepts the property interest conveyed through this instrument.

COUNTY OF YELLOWSTONE, MONTANA BOARD OF COUNTY COMMISSIONERS

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

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

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at

My Commission Expires ____/____/20____

EXHIBIT A

CONSTRUCTION EASEMENT WITHIN TRACT 2B,
CERTIFICATE OF SURVEY No. 1880, 3RD
AMEND.

PREPARED FOR : HARRY STALEY

AUGUST, 2025

PREPARED BY : sanbell

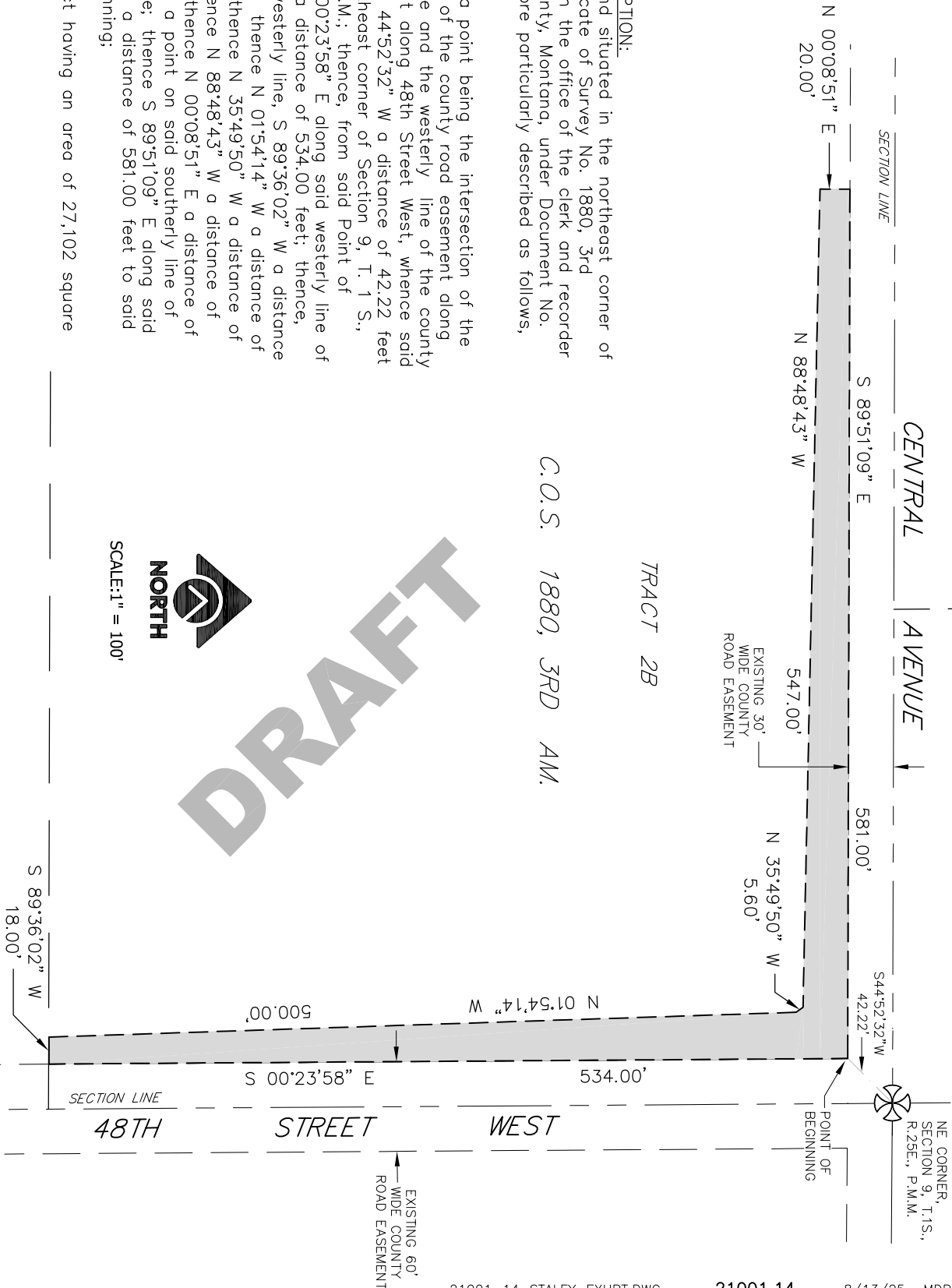
BILLINGS, MONTANA

BOUNDARY DESCRIPTION:

A tract of land situated in the northeast corner of Tract 2B of Certificate of Survey No. 1880, 3rd Amended, on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 3515300, being more particularly described as follows, to-wit:

Beginning at a point being the intersection of the southerly line of the county road easement along Central Avenue and the westerly line of the county road easement along 48th Street West, whence said point bears S 44°52'32" W a distance of 42.22 feet from the northeast corner of Section 9, T. 1 S., R. 25 E., P.M.M.; thence, from said Point of Beginning, S 00°23'58" E along said westerly line of 48th Street, a distance of 534.00 feet; thence, leaving said westerly line, S 89°36'02" W a distance of 18.00 feet; thence N 01°54'14" W a distance of 500.00 feet; thence N 35°49'50" W a distance of 5.60 feet; thence N 88°48'43" W a distance of 547.00 feet; thence N 00°08'51" E a distance of 20.00 feet to a point on said southerly line of Central Avenue; thence S 89°51'09" E along said southerly line, a distance of 581.00 feet to said Point of Beginning;

said described tract having an area of 27,102 square feet, more or less.



Waiver Valuation

(revised)

(1) Current Project Information

PROJECT NO.: 21001.14

PROJECT NAME: Central and 48th Intersection

PARCEL NO.: 1

(2) RECORD OWNER: Staley Family Irrevocable Land Trust

ADDRESS: 4834 Central Avenue

CITY, STATE, ZIP Billings, MT 59106

CONTRACT PURCHASER: N/A

ADDRESS:

CITY, STATE, ZIP

LESSEE OF ACQUISITION:

ADDRESS:

CITY, STATE, ZIP



Date Taken: 7/14/25
Taken From: Southwest corner
Remarks: Impacted area, irrigation

Taken By: Tony Gaddo
Facing: South along 48th

(3) **LARGER PARCEL SIZE & LAND VALUE CLASSIFICATION:**

The subject property is comprised of one legal tract of land with a total size of 10.000 acres.

(4) **LAND VALUE ANALYSIS (State data source and/or reference sales used in support of the valuation:**

The subject property has been valued as if raw, vacant land that is available for the highest and best use. The data for the subject property and comparable sales was verified by an external field inspection and desk review. This is a simplified valuation report, and as such, contains summary discussions of the data, reasoning and analysis that were used to develop the opinion of value.

The subject property's current use is as rural agricultural land that includes irrigation ditch improvements both above and below ground. The subject property is zoned as A (Agriculture 10+ Acres) in Yellowstone County, a district to provide for a wide range typically of agricultural activities including crop and animal sales and service, while also allowing for limited commercial operations including community residential facilities, retirement homes, larger places of assembly/entertainment, hospice facilities, adult and child care facilities, campgrounds and RV parks (Yellowstone County Zoning Code Article 27-1000 Uses and Use Standards, Section 27-1002.C - Table 27-1000.1). The surrounding area consists of neighboring single and multi-family homes, agricultural operations, religious institutions, businesses, and proposed developments.

Consideration and review of currently available planning studies that included the subject property was completed as part of the comparable property analysis at the request of the County to consider the likely future land uses post-development/based on current land use planning efforts. The West Billings Plan (2001) discusses expanded zoning ordinances that should include commercial nodes of varying size at the intersections of arterial streets (West Billings Plan, Planned Growth Goal 1, PG1.A.4). Both Central Avenue and S. 48th St. W. are classified as major arterials by The Functional Classification Map adopted by the Billings Metropolitan Planning Organization as part of the Long Range Transportation Plan.

Given the information and plans noted above, the highest and best use as it pertains to being legally permissible, physically possible, financially feasible, and maximally productive is commercial.

This valuation includes comparable sales that reflect the anticipated future land uses of the subject property following development, consistent with applicable land use plans in place by Yellowstone County and the City of Billings, Montana as detailed above.

The Sales Comparison approach was utilized to determine the land value of the subject property. The Sales Comparison approach is recognized as the most appropriate and reliable method for estimating the value of land such as the subject property. Research of the local real estate market was conducted to document recent sales information for properties similar to the subject property. The comparable sales information utilized to develop the opinion of value of raw, vacant land similar to the subject property is detailed below:

Comp. Parcel #	Subject	1	2	3
MLS #	- -	Crexi Listing	291999	303895
Property Address	4834 Central Ave Billings, MT	S 48 th St W Billings, MT	Parcel 4A 56 th W Billings, MT	6200 Grand Ave Billings, MT
Zoning Authority	County	City	County	City
Zoning	Agricultural (10+ac)	Planned Develop.	Unzoned	General Commercial
Current Use	Rural Agricultural	Vacant Commercial	Commercial - Storage Units	Commercial - Storage Units
Date of Sale	- -	Current Listing	3/16/2020	9/2/2020
Sales Price	- -	\$4,427,000	\$1,000,000	\$519,000
Size (acres)	10.000	11.390	10.020	5.210
Indicated \$/sq.ft.	- -	\$8.92	\$6.25 ¹	\$5.70 ¹

¹ Adjusted for current real estate market conditions

The comparable sales data ranged from \$6.25 per sq.ft. to \$8.92 per sq.ft. The average value of the three comparable parcels is \$6.96 per sq.ft. Comparable property characteristics were compared to the subject property as detailed below:

- Access: the subject property has similar access to Comparables 1 and 3, most similar to Comparable 1 which is also located adjacent to S. 48th St. W. Comparable 2 has access to arterial and interstate roads. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Location: the subject property is located on the west end of Billings, most similar to Comparables 1 and 3. Comparable 2 is further removed from the subject, adjacent to Interstate 90.
- Size: the subject property exhibits a similar size to Comparables 1 and 2 with Comparable 3 being slightly smaller. The subject property is superior to Comparable 3.
- Shape: the subject property is rectangular in shape, most similar to Comparable 1. Comparable 2 has an irregular shape and Comparable 2 is triangular. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Utilities: the subject property is not connected to public utility services currently, similar to Comparables 2 and 3. Comparable 1 has access to City of Billings water and sewer (City GIS). However, the subject property and comparable 3 are both in close proximity to existing facilities with master plans showing future utility improvements will be constructed.
- Zoning: the subject property is zoned agricultural while Comparables 1 and 3 incorporate commercial zoning and Comparable 2 is unzoned in the County. Zoning allowances for limited commercial applications in agricultural zoning are allowed within City/County zoning codes as detailed above in Section 4 of this report.
- Market Conditions: Comparable 1 is a current real estate listing that has been on the market since February 2024. Land sales information was limited for similar properties to the subject property for the last 6-12 months for the Billings area, requiring additional market research--additional comparable property data was reviewed beyond 12 months. Comparables 2 and 3 were last sold in 2020. The adjusted price per square foot included for Comparables 2 and 3 represent significant increases in commercial real estate market prices from 2020 to 2025, estimated to be 20% per year for tracts of raw vacant commercial land (Montana Department of Revenue, Median Property Value Changes, Commercial Property Values).

Given all the factors contained in this valuation, the indicated market value of the subject property is estimated to be \$7.50 per sq.ft. for unencumbered vacant land with similar property characteristics as just compensation for the acquisition of vacant land in fee.

Easements grant specific rights on a piece of land to another entity for specific uses, but do not transfer title of the land. Compensation for easement interests is determined as a percentage of the fee value (100% acquisition value) based on the level to which the acquired interest limits/encumbers the use of the property by the owner. For easements, the owner retains little use of the impacted land and is valued at 95% of the fee value.

(5) VALUE OF IMPROVEMENTS (including on-premise signs):

N/A

Personal property not considered realty in acquisition, easement, or construction permit

☐ Yes

☐ No

If Yes, please describe: N/A

(6) VALUATION:

Compensation for land & improvements:

Land:

Fee Simple

sq.ft. x \$0.00 per sq.ft. = \$0.00

Easements (Public Road and Utility Easement)

2,655 sq.ft. x \$7.50 per sq.ft. x 95% = \$18,917.00

Improvements (inclusive of site improvements);

N/A \$0.00

Fixtures & personal property (considered realty):



N/A

\$0.00

Subtotal of Land & Improvements \$18,917.00

Other compensation:

Temporary Construction Easement:

Lump Sum

\$500.00

Cost to cure:

N/A

\$0.00

Subtotal of Other Compensation \$500.00

Total Compensation: \$19,417.00

Compensation (Minimum Payment or Rounded): \$19,450.00

TOTAL COMPENSATION¹ \$19,450.00

¹ Rounded to nearest \$50 increment.
\$500 minimum with permanent easements.

(7) LESSEES INTEREST: N/A
LESSORS INTEREST: N/A

(8) I CERTIFY THAT:

- In the preparation of this valuation assignment, I have personally inspected this property and have no present or contemplated future interest herein; that the compensation to me for this valuation service is not contingent upon my value conclusions herein set forth; and that all statements herein are true to the best of my knowledge and belief.

RECOMMENDED FOR APPROVAL

Preparer Name

Date of Report

Place of Signature (City, State)

Tony Gaddo, Clear Route Real Estate
Senior R/W Consultant

October 24, 2025

Bozeman, Montana

Date of Value: October 6, 2025

Signature

Date

APPROVED FOR AND ON BEHALF OF THE COUNTY OF YELLOWSTONE, MONTANA

Date

Place of Signature (City, State)

Name:

Title:

Signature

Date



Clear Route

Parcel Number: 1

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Staley Family Irrevocable Land Trust	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 4904 Central Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Billings, MT 59106		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SELLER OR BORROWER AFFIDAVIT

File No.: **1178315 (kw)**

Date: **April 03, 2025**

STATE OF Montana)

SS.

COUNTY OF Yellowstone)

Subject Property: **4834 Central Avenue, Billings, MT 59106**

2-B COS 1880 3rd Amd

Before me, the undersigned authority on this day personally appeared:

Staley Family Irrevocable Land Trust

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and represents to the purchaser, lender and/or Old Republic National Title Insurance Company in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction, except the following:

Secured Party

Approximate Amount

Initials

\$ _____

2. No loans or liens (**including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens**) no judgments in sealed cases and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:

Creditor

Approximate Amount

Initials

\$ _____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied. In addition, all appropriate building permits have been obtained for the original structure and any additions or remodeling.

True [☐] False [☐]

4. Are there parties in possession other than Affiant(s): Yes [☐] No [☐]

If yes, Option to Purchase [☐] Lease [☐] Contract for Deed [☐]

5. The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign estate, foreign trust or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations).
True [☐] False [☐]

Seller's address (office address, if Seller is an entity; home address if Seller is individual) is:

This Affidavit may be disclosed to the Internal Revenue Service and may be furnished to Buyer to satisfy an inquiry as to foreign status under Section 1446 of the Internal Revenue code.

INDEMNITY: I agree to pay on demand to the purchasers, lender and/or Old Republic National Title Insurance Company in this transaction, their successors and assigns, all amounts secured by any and all liens not shown above, together with all costs, losses and attorneys' fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender and/or Old Republic National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Staley Family Irrevocable Land Trust

The County of Yellowstone, Montana
(hereinafter referred to as The County of Yellowstone Montana, County, and/or Grantee)
Right-of-Way Agreement

Central and 48th Intersection

Project Name

Project No.: 21001.14

Yellowstone

Montana County

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
3	6+00 RT (Central Ave)	11+65 RT (Central Ave)	Portion of W1/2NW1/4	10	1S	25E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)

Ronald W. Staley
7700 Fritz Road
Laurel, MT 59044

John A. Staley
1100 Gabriel Drive
Cheyenne, WY 82009

1. In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. This agreement is effective upon execution by the Grantor and Grantee or a designated representative. Grantee will record the deed(s)/easement(s) as soon as possible to provide public notice of the transfer and protect the Grantee's ownership rights against future claims. Possession of the property is when payment is sent in full or when the initial payment of a multiple payment arrangement is sent, whichever comes first. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the project being constructed, Grantors agree to provide the Purchaser(s) with a copy of this entire Right-of-Way Agreement and agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement. Grantors contract that they will, on the County's request, execute deeds and/or easements required by the County for all real property agreed to be conveyed by this agreement.

Taxes and special assessments, if any, delinquent from former years, and taxes and special assessments for the current year, if due and/or payable, shall be paid by the Grantor. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein. The Grantor hereby agrees that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said Grantor agrees to discharge the same. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the County on behalf of the Board of County Commissioners of Yellowstone County, Montana.

2. **COMPENSATION FOR LAND AND IMPROVEMENTS** (list acreage and improvements to be acquired.)

Public Road and Utility Easement
2,896 sq.ft. x \$7.50 per sq.ft. x 95% =

\$20,634.00



Clear Route

3. OTHER COMPENSATION

Temporary Construction Easement Lump Sum	\$500.00
Cost to Cure	\$0.00
Rounding	\$16.00

4. TOTAL COMPENSATION (includes all damages to the remainder): \$21,150.00

5. IT IS UNDERSTOOD AND AGREED THE COUNTY SHALL MAKE PAYMENTS AS FOLLOWS:

The undersigned grantors hereby authorize and instruct The County of Yellowstone, Montana to pay the entire consideration of \$5,500.00 to Ronald W. Staley, 7700 Fritz Road, Laurel, MT 59044. The undersigned owners of the premises herein described, hereby agree a single payment shall constitute full, total, and complete payment for all interest owned and to be conveyed by the undersigned in compliance with the terms of this instrument. Any allocation of payment between undersigned grantors will be negotiated independent of the County. A payment is to be mailed to the address above.

6. At no expense to the Grantor and at the time of roadway construction, permission is hereby granted the County and/or its contractors to enter upon the Grantor's land at the locations and for the purposes described as follows:

A. Station 6+30 to Station 11+75 Temporary Construction Easement RT

It is understood and agreed that temporary construction easements will be in effect for a period beginning the 1st day of construction on the property and will remain in effect for a period of 2 years from that date.

7. The Grantor and Grantee agree that the Grantee will coordinate construction activities on the Grantor's property with regards to irrigation activities. The Grantee agrees to restore the impacted surface and underground irrigation system back to its original condition as much as practical upon completion of the project.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

Grantors' Statement: We understand that we are required by law to provide our correct taxpayer identification number(s) to the County of Yellowstone, Montana and that failing to comply may subject us to civil and criminal penalties. We agree to provide our correct taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree to provide the County with a completed and signed W-9 or W-8 from all persons and/or entities receiving payments by assignment from us in this agreement. We further agree and authorize the County to process the payments outlined in this agreement by withholding a percentage of the payments, if required by the IRS, if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

Signature: Ronald W. Staley

Date

Signature: John A. Staley

Date

Recommended for Approval:

Approved for and on Behalf of the County

R/W Agent: Tony Gaddo Date

Clear Route Real Estate

Name: Date

Title:

Attest

Name: Date

Title:

R/W Agreement Figure 1

(1) Current Project Information

PROJECT NO.: 21001.14

PARCEL NO.: 3

PROJECT NAME: Central and 48th Intersection

(2) RECORD OWNER: Ronald W. Staley and John A. Staley



Notes: Aerial image locations are approximate and may not be exact. Refer to easement exhibits for detail.

RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

PUBLIC ROAD AND UTILITY EASEMENT

Ronald W. Staley, whose address is 7700 Fritz Road, Laurel, MT 59044, and **John A. Staley**, whose address is 1100 Gabriel Drive, Cheyenne, WY 82009, the GRANTORS, in consideration of One and No/100 – Dollars and other and valuable consideration, in hand paid, conveys and grants to the **County of Yellowstone, Montana**, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a perpetual, full and unrestricted public road and utility easement and right-of-way, in, over, under, along, through, and across the following described real property located in Yellowstone County, Montana:

Township 1 South, Range 25 East of the Principal Montana Meridian, in Yellowstone County, Montana, Section 10: W1/2NW1/4, EXCEPTING therefrom the following 8 tracts of land: 1. That part conveyed to the Shiloh Drainage District by Right of Way Deed recorded June 5, 1929, in Book 148, Page 138, under Document #238202, records of Yellowstone County, Montana; 2. Certificate of Survey No. 2142; 3. Certificate of Survey No. 2142 Amended; 4. Amended Tract 1 of Certificate of Survey No. 2142 Amended; 5. Certificate of Survey No. 2715; 6. Certificate of Survey No. 2719; 7. Certificate of Survey No. 3844; 8. Clearwater Estates Subdivision.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

All improvements installed within the easement by GRANTEE are the property of the GRANTEE, and removeable at its option. The failure of GRANTEE to exercise any of its rights

granted herein shall not be construed as a wavier of abandonment of the right.

GRANTORS hereby covenant with GRANTEE that GRANTORS have good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession of the easement; and shall have a free and unrestricted right to access and maintain said facilities as long as the right-of-way of which this easement area is a part, remains a public way.

The GRANTEE hereby covenants and agrees to defend and indemnify GRANTORS, its officers, directors, employees, agents and invitees and save them harmless from any and all liability, loss, costs or obligations, including, without limitation, reasonable attorneys' fees, on account of, or arising out of, any such injury or loss caused or claimed to be caused by the exercise of this easement or use of this easement, however occurring, other than those cause solely by the willful or negligent acts or omissions of the GRANTORS.

DATED this ____ day of _____, 20____.

By: _____
Ronald W. Staley
Grantor

STATE OF _____)
) :ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for the State of _____, personally appeared Ronald W. Staley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument.

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

(SEAL)

Notary Public for the State of _____

(Printed Name)
Residing at _____
My Commission expires _____/_____/20____

DATED this ____ day of _____, 20____.

By: _____
John A. Staley
Grantor

STATE OF _____)
) :ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for the State of _____, personally appeared John A. Staley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument.

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

(SEAL)

Notary Public for the State of _____

(Printed Name)

Residing at _____

My Commission expires _____ / _____ / 20____

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYENCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Public Road and Utility Easement and hereby accepts the property interest conveyed through this instrument.

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

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

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

(SEAL)

Notary Public for the State of Montana

(Printed Name)

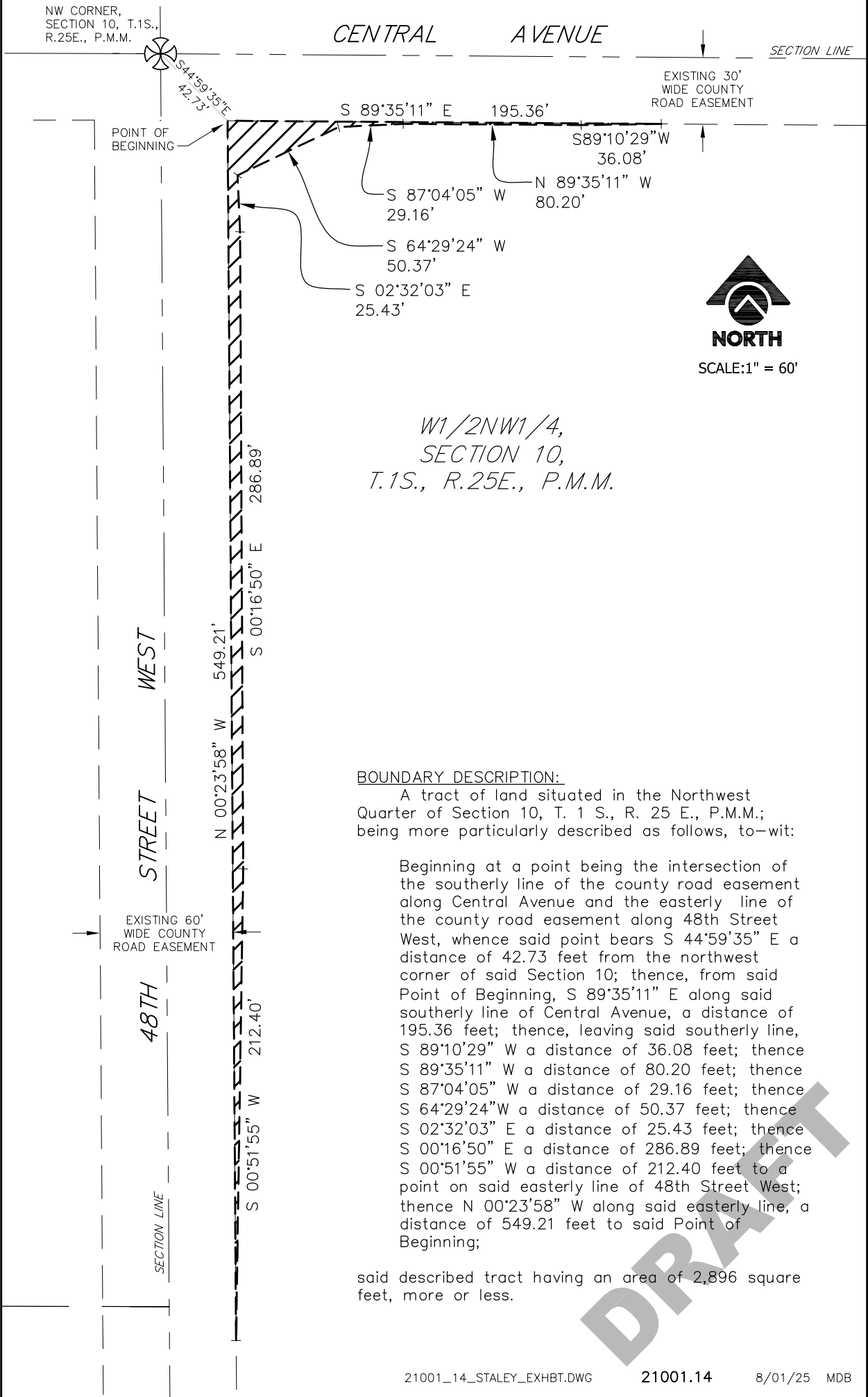
Residing at _____

My Commission Expires ____/____/20____

EXHIBIT A

EASEMENT WITHIN W1/2NW1/4, SECTION 10,
T.1S., R.25E., P.M.M.

PREPARED FOR : RON STALEY
PREPARED BY : **sanbell** BILLINGS, MONTANA



RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

TEMPORARY CONSTRUCTION EASEMENT

Ronald W. Staley, whose address is 7700 Fritz Road, Laurel, MT 59044, and John A. Staley, whose address is 1100 Gabriel Drive, Cheyenne, WY 82009, the GRANTORS, in consideration of \$1.00 and for other and valuable considerations, receipt of which is acknowledged, grants to the County of Yellowstone, Montana, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a temporary construction easement, in, through, and across a strip of land situated in Yellowstone County, Montana, to be located on the following described real property: Township 1 South, Range 25 East of the Principal Montana Meridian, in Yellowstone County, Montana, Section 10: W1/2NW1/4, EXCEPTING therefrom the following 8 tracts of land: 1. That part conveyed to the Shiloh Drainage District by Right of Way Deed recorded June 5, 1929, in Book 148, Page 138, under Document #238202, records of Yellowstone County, Montana; 2. Certificate of Survey No. 2142; 3. Certificate of Survey No. 2142 Amended; 4. Amended Tract 1 of Certificate of Survey No. 2142 Amended; 5. Certificate of Survey No. 2715; 6. Certificate of Survey No. 2719; 7. Certificate of Survey No. 3844; 8. Clearwater Estates Subdivision.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

The GRANTORS state that they possess the real property described above and that they have a lawful right to grant an easement thereon.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the

parties hereto.

Upon completion of the project for which access is hereby provided, the GRANTEE shall restore the property as nearly as possible to its original condition. The GRANTEE agrees to hold GRANTORS harmless from any and all liability that may result or arise from the exercise of the rights granted hereby.

GRANTORS hereby covenant with GRANTEE that GRANTORS have good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession thereof and use thereof during the period of this Temporary Construction Easement. This Temporary Easement is in effect for a period beginning the 1st day of construction on the property, and ending two (2) years later, at which time this easement shall expire and be of no force and effect.

DATED this ____ day of _____, 20____.

By: _____
Ronald W. Staley
Grantor

STATE OF _____)
) :ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for the State of _____, personally appeared Ronald W. Staley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument.

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

(SEAL)

Notary Public for the State of

(Printed Name)
Residing at _____
My Commission expires _____/_____/20____

DATED this ____ day of _____, 20____.

By: _____
John A. Staley
Grantor

STATE OF _____)
):ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for the State of _____, personally appeared John A. Staley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument.

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

(SEAL)

Notary Public for the State of

(Printed Name)

Residing at _____

My Commission expires _____ / _____ /20____

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYENCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Temporary Construction Easement and hereby accepts the property interest conveyed through this instrument.

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

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

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

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at

My Commission Expires ____/____/20____

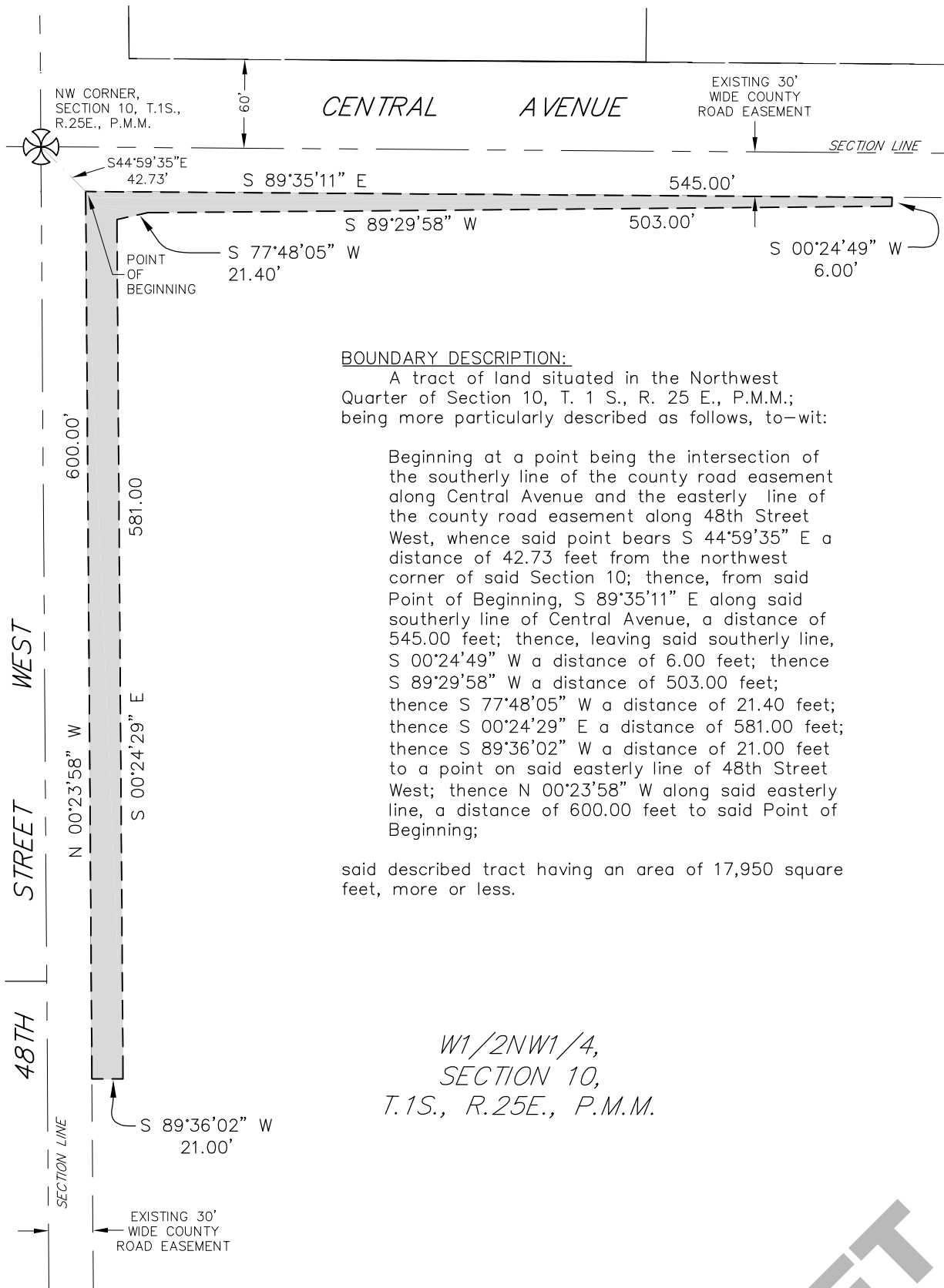
EXHIBIT A

CONSTRUCTION EASEMENT WITHIN W1/2NW1/4,
SECTION 10, T.1S., R.25E., P.M.M.

AUGUST, 2025

PREPARED BY :

BILLINGS, MONTANA



NORTH

SCALE: 1" = 100'

W1/2NW1/4,
SECTION 10,
T.1S., R.25E., P.M.M.

DRAFT

Waiver Valuation

(revised)

(1) Current Project Information

PROJECT NO.: 21001.14

PROJECT NAME: Central and 48th Intersection

PARCEL NO.: 3

(2) RECORD OWNER: Ronald W. Staley

ADDRESS: 7700 Fritz Road

CITY, STATE, ZIP Laurel, MT 59044

RECORD OWNER: John A. Staley

ADDRESS: 1100 Gabriel Drive

CITY, STATE, ZIP Cheyenne, WY 82009



Date Taken: 7/14/25

Taken From: Southeast corner of intersection

Remarks: Field with irrigation

Taken By: Tony Gaddo

Facing: northeast

Parcel Number: 3

(3) **LARGER PARCEL SIZE & LAND VALUE CLASSIFICATION:**

The subject property is comprised of one legal tract of land with a total size of 47.363 acres.

(4) **LAND VALUE ANALYSIS (State data source and/or reference sales used in support of the valuation:**

The subject property has been valued as if raw, vacant land that is available for the highest and best use. The data for the subject property and comparable sales was verified by an external field inspection and desk review. This is a simplified valuation report, and as such, contains summary discussions of the data, reasoning and analysis that were used to develop the opinion of value.

The subject property's current use is as rural agricultural land that includes irrigation ditch improvements both above and below ground. The subject property is zoned as A (Agriculture 10+ Acres) in Yellowstone County, a district to provide for a wide range typically of agricultural activities including crop and animal sales and service, while also allowing for limited commercial operations including community residential facilities, retirement homes, larger places of assembly/entertainment, hospice facilities, adult and child care facilities, campgrounds and RV parks (Yellowstone County Zoning Code Article 27-1000 Uses and Use Standards, Section 27-1002.C - Table 27-1000.1). The surrounding area consists of neighboring single and multi-family homes, agricultural operations, religious institutions, businesses, and proposed developments.

Consideration and review of currently available planning studies that included the subject property was completed as part of the comparable property analysis at the request of the County to consider the likely future land uses post-development/based on current land use planning efforts. The West Billings Plan (2001) discusses expanded zoning ordinances that should include commercial nodes of varying size at the intersections of arterial streets (West Billings Plan, Planned Growth Goal 1, PG1.A.4). Both Central Avenue and S. 48th St. W. are classified as major arterials by The Functional Classification Map adopted by the Billings Metropolitan Planning Organization as part of the Long Range Transportation Plan.

Given the information and plans noted above, the highest and best use as it pertains to being legally permissible, physically possible, financially feasible, and maximally productive is commercial.

This valuation includes comparable sales that reflect the anticipated future land uses of the subject property following development, consistent with applicable land use plans in place by Yellowstone County and the City of Billings, Montana as detailed above.

The Sales Comparison approach was utilized to determine the land value of the subject property. The Sales Comparison approach is recognized as the most appropriate and reliable method for estimating the value of land such as the subject property. Research of the local real estate market was conducted to document recent sales information for properties similar to the subject property. The comparable sales information utilized to develop the opinion of value of raw, vacant land similar to the subject property is detailed below:

Comp. Parcel #	Subject	1	2	3
MLS #	- -	Crexi Listing	291999	303895
Property Address	TBD 48th St West Billings, MT	S 48 th St W Billings, MT	Parcel 4A 56 th W Billings, MT	6200 Grand Ave Billings, MT
Zoning Authority	County	City	County	City
Zoning	Agricultural (10+ac)	Planned Develop.	Unzoned	General Commercial
Current Use	Rural Agricultural	Vacant Commercial	Commercial - Storage Units	Commercial - Storage Units
Date of Sale	- -	Current Listing	3/16/2020	9/2/2020
Sales Price	- -	\$4,427,000	\$1,000,000	\$519,000
Size (acres)	47.363	11.390	10.020	5.210
Indicated \$/sq.ft.	- -	\$8.92	\$6.25 ¹	\$5.70 ¹

¹ Adjusted for current real estate market conditions



The comparable sales data ranged from \$6.25 per sq.ft. to \$8.92 per sq.ft. The average value of the three comparable parcels is \$6.96 per sq.ft. Comparable property characteristics were compared to the subject property as detailed below:

- Access: the subject property has similar access to Comparables 1 and 3, most similar to Comparable 1 which is also located adjacent to S. 48th St. W. Comparable 2 has access to arterial and interstate roads. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Location: the subject property is located on the west end of Billings, most similar to Comparables 1 and 3. Comparable 2 is further removed from the subject, adjacent to Interstate 90.
- Size: the subject property exhibits a larger size than the three comparable properties, most similar to Comparable 1. The subject property is considered inferior for the total acreage.
- Shape: the subject property is rectangular in shape, most similar to Comparable 1. Comparable 2 has an irregular shape and Comparable 2 is triangular. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Utilities: the subject property is not connected to public utility services currently, similar to Comparables 2 and 3. Comparable 1 has access to City of Billings water and sewer (City GIS). However, the subject property and comparable 3 are both in close proximity to existing facilities with master plans showing future utility improvements will be constructed.
- Zoning: the subject property is zoned agricultural while Comparables 1 and 3 incorporate commercial zoning and Comparable 2 is unzoned in the County. Zoning allowances for limited commercial applications in agricultural zoning are allowed within City/County zoning codes as detailed above in Section 4 of this report.
- Market Conditions: Comparable 1 is a current real estate listing that has been on the market since February 2024. Land sales information was limited for similar properties to the subject property for the last 6-12 months for the Billings area, requiring additional market research--additional comparable property data was reviewed beyond 12 months. Comparables 2 and 3 were last sold in 2020. The adjusted price per square foot included for Comparables 2 and 3 represent significant increases in commercial real estate market prices from 2020 to 2025, estimated to be 20% per year for tracts of raw vacant commercial land (Montana Department of Revenue, Median Property Value Changes, Commercial Property Values).

Given all the factors contained in this valuation, the indicated market value of the subject property is estimated to be \$7.50 per sq.ft. for unencumbered vacant land with similar property characteristics as just compensation for the acquisition of vacant land in fee.

Easements grant specific rights on a piece of land to another entity for specific uses, but do not transfer title of the land. Compensation for easement interests is determined as a percentage of the fee value (100% acquisition value) based on the level to which the acquired interest limits/encumbers the use of the property by the owner. For easements, the owner retains little use of the impacted land and is valued at 95% of the fee value.

(5) VALUE OF IMPROVEMENTS (including on-premise signs):

N/A

Personal property not considered realty in acquisition, easement, or construction permit

☐ Yes

☐ No

If Yes, please describe: N/A

(6) VALUATION:

Compensation for land & improvements:

Land:

Fee Simple

sq.ft. x \$0.00 per sq.ft. = \$0.00

Easements (Public Road and Utility Easement)

2,896 sq.ft. x \$7.50 per sq.ft. x 95% = \$20,634.00

Improvements (inclusive of site improvements);

N/A \$0.00

Fixtures & personal property (considered realty):

N/A \$0.00



Subtotal of Land & Improvements \$20,634.00

Other compensation:

Temporary Construction Easement:

Lump Sum \$500.00

Cost to cure: \$0.00
N/A

Subtotal of Other Compensation \$500.00

Total Compensation: \$21,134.00

Compensation (Minimum Payment or Rounded): \$21,150.00

TOTAL COMPENSATION¹ \$21,150.00

¹ Rounded to nearest \$50 increment.
\$500 minimum with permanent easements.

(7) LESSEES INTEREST: N/A
LESSORS INTEREST: N/A

(8) I CERTIFY THAT:

- In the preparation of this valuation assignment, I have personally inspected this property and have no present or contemplated future interest herein; that the compensation to me for this valuation service is not contingent upon my value conclusions herein set forth; and that all statements herein are true to the best of my knowledge and belief.

RECOMMENDED FOR APPROVAL

Preparer Name

Date of Report

Place of Signature (City, State)

Tony Gaddo, Clear Route Real Estate
Senior R/W Consultant

October 24, 2025

Bozeman, Montana

Date of Value: October 6, 2025

Signature

Date

APPROVED FOR AND ON BEHALF OF THE COUNTY OF YELLOWSTONE, MONTANA

Date

Place of Signature (City, State)

Name:
Title:

Signature

Date



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Ronald W. Staley	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 7700 Fritz Road	
6 City, state, and ZIP code Laurel, MT 59044		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.
Social security number [][][] - [][] - [][][][][][] or Employer identification number [][] - [][][][][][][][][]
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

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Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) John A. Staley	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1100 Gabriel Drive	Requester's name and address (optional)
6 City, state, and ZIP code Cheyenne, WY 82009		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

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Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SELLER OR BORROWER AFFIDAVIT

File No.: **1197886 (ks)**

Date: **August 14, 2025**

STATE OF Montana)

SS.

COUNTY OF Yellowstone)

Subject Property: **None Available, , MT**

S10, T01 S, R25 E, W2NW (LESS SURVEYS) & COS 2142 AMD REMAINDER TR 1 (25)

Before me, the undersigned authority on this day personally appeared:

Ronald W. Staley and John A. Staley

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and represents to the purchaser, lender and/or Old Republic National Title Insurance Company in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction, except the following:

Secured Party

Approximate Amount

Initials

\$ _____

2. No loans or liens (**including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens**) no judgments in sealed cases and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:

Creditor

Approximate Amount

Initials

\$ _____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied. In addition, all appropriate building permits have been obtained for the original structure and any additions or remodeling.

True [☐] False [☐]

4. Are there parties in possession other than Affiant(s): Yes [☐] No [☐]

If yes, Option to Purchase [☐] Lease [☐] Contract for Deed [☐]

5. The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign estate, foreign trust or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations).
True [] False []

Seller's address (office address, if Seller is an entity; home address if Seller is individual) is:

This Affidavit may be disclosed to the Internal Revenue Service and may be furnished to Buyer to satisfy an inquiry as to foreign status under Section 1446 of the Internal Revenue code.

INDEMNITY: I agree to pay on demand to the purchasers, lender and/or Old Republic National Title Insurance Company in this transaction, their successors and assigns, all amounts secured by any and all liens not shown above, together with all costs, losses and attorneys' fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender and/or Old Republic National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Ronald W. Staley

John A. Staley

Meeting Date: 10/30/2025

Title: Community Water and Wastewater RSID Requirement

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Community Water and Wastewater RSID Requirement

BACKGROUND:

RSIDs - A Mechanism for Maintenance of Public Improvements

Rural Special Improvement Districts (RSIDs) are a mechanism available to the County to fund the operation and maintenance of public infrastructure. Most commonly we see these are for Roads, Dry Hydrants and Parkland. Recently, these have grown to include community water and wastewater systems. A community water or wastewater system does not include individual wells, individual septic or private service lines.

RSID's function through annual assessments on the properties that directly benefit from the improvements. The assessment is applied to each parcel within the district and collected through property taxes. The purpose of the RSID assessment is to ensure adequate funds are collected to provide for maintenance of the infrastructure. Funds collected through the assessment are used exclusively for maintenance related activities like repairs, replacement of worn components, inspection, and other upkeep necessary to ensure proper function and regulatory compliance of the systems. The maintenance funds cannot be used for construction. A construction RSID would be needed in that case.

Specific to community water and wastewater systems, it is important to note that the RSID assessment is not tied to individual water or wastewater usage rates. There are no consumption-based charges or user fees, there's no monthly billings or otherwise. The RSID assessment instead ensures that the physical infrastructure that serves all landowners within the district is properly maintained, thereby protecting public health, safeguarding property values, and extending the life of the system.

Example Costs Associated with RSID for Community Wastewater Systems

1. Onyx Subdivision, Community Wastewater (Drainfield) System installed 2024. Serves 18 lots. Annually \$11,630.62 (\$646.14 per lot) is being collected. \$10,630.62 is collected for future replacement cost and \$1,000.00 for annual inspections. Annual costs was based on an assumed replacement horizon of 20 years and a cost of \$127,000 plus an escalator for inflation.
2. Linlee Lakes Subdivision, Community Wastewater located subsurface of a public park. Serves 92 lots. Consists of pumping system for 92 lots, low pressure sewer force mains in the streets, two 15,000 gallon collection tanks with 6 pumps, six 8,000 gallon dosing tanks with pumps, six recirculating sand filters, 6 Evapotranspiration systems. Per Morrison and Maierle, in 2024, estimated replacement cost is \$900,000 with annual maintenance an estimated \$30,000-\$50,000 dependent upon upgrades and replacements needed over the next 10 years. Replacement is required of things like sand filters, pumps, valves and other components as well as potential upgrades required by DEQ to meet current discharge permit.

Why RSID's are a Potential Solution for these Systems?

November 2021, Two BOCC Discussions regarding maintenance related issues of a community waste water plant in the Linlee Lake Estates Subdivision. These audio files were provided to the BOCC. The crux of the issue is that there is an SIA with every development. the SIA is a binding contract between the

developer and County. In the case of Linlee Lake the developer decided he no longer wanted to be responsible for maintenance of the system. Concerned residents reached out to the County. As such the issue was discussed with the BOCC. Planning, Public Works and County Legal staff coordinated on the issue. It was the opinion of legal staff that the County has interest in the subdivision, insofar that, the system in question was located in a public park. Failure of the system could provide seepage in the park and create both safety and sanitary issues. Per the Subdivision Improvement Agreement, maintenance must be provided for the system. SIA is binding contract between County and Developer. While the developer obligated maintenance through a company, the county did not think about orderly transition of maintenance in the event the company could no longer provide the maintenance. At the time, the County believed it had interest in ensuring orderly transition of maintenance to make sure the system remained uninterrupted.

Eventually, County Public Works evaluated the Linlee Lakes system with Morrison and Maierle which revealed the substantial costs associated with replacement and maintenance (see above). In meetings with the neighborhood, they were concerned about the feasibility of being about to handle a maintenance of the system in the absence of an HOA. At that time, Public Works Staff worked with County Legal to evaluate if an RSID could be used as a mechanism to maintain the infrastructure. It was determined it was possible so long as the infrastructure was publicly owned and maintained in the same manner as other public infrastructure. It is my understanding that Public Works made the BOCC was made aware of the option and that staff would pursue a subdivision regulation change. As such, Public Works staff worked with Planning Staff to formulate regulation changes to allow for the use of RSID's to prevent future Linlee Lakes and provide developments and developers with an option that would provide for adequate funding for maintenance and replacement of systems. In addition, the regulation changes occurred to prevent these systems from being constructed in the park. The regulation changes occurred in 2024.

RECOMMENDED ACTION:

the Board should discuss and provide direction to Public Works and Planning Staff.

- The Board could choose to leave the regulation as is;
- The Board could choose to remove the regulation as written, and require developments to be responsible for maintenance prior to the regulation change;
- The Board could choose to revise the regulation to not require RSID's for maintenance of system, but still prevent system from being located in a public park;
- The Board could choose any alternative it sees fit.

The Subdivision Regulations can be amended. The process to amend, requires a public hearing with the Planning Board and Board of County Commissioners.

B.O.C.C Thursday Discussion

2. c.

Meeting Date: 10/30/2025

Title: Road Policy - Approaches

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Road Policy - Approaches

BACKGROUND:

Public Works staff along with County Legal is proposing the following parameters as it relates to approaches and enforcement:

- Utilize May 2025 as a point in time forward where the approach standards within the road policy are strictly followed (30' approach < 150' of frontage, 50' approach if > 150' frontage, 50' for commercial)
- Enforce that prior to May 2025 any approaches between 30' and 50' be grandfathered in.
- In all cases, residential approaches over 50' be required to come into compliance.

Approaches in violation are considered unauthorized encroachments. The removal of these encroachments is enabled by MCA 7-14-2134-2138.

RECOMMENDED ACTION:

Discuss and provide direction.

B.O.C.C Thursday Discussion

3.

Meeting Date: 10/30/2025

Title: The Truck Shop of Billings Inc. Modification of a Motor Vehicle Wrecking Facility License

Submitted By: Erika Guy

TOPIC:

County Attorney - The Truck Shop of Billings Inc. Modification of a Motor Vehicle Wrecking Facility License

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Discuss

Attachments

The Truck Shop of Billings Inc. Modification of a Motor Vehicle Wrecking Facility License



Yellowstone County Commissioners

RECEIVED

OCT 21 2025

October 17, 2025

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

Dear Commissioners:

The Montana Department of Environmental Quality (DEQ), Motor Vehicle Recycling & Disposal Program, has received an application for modification of a Motor Vehicle Wrecking Facility (MVWF) license. The proposed location is within the boundaries of Yellowstone County. As required by the Motor Vehicle Recycling & Disposal Act, 75-10-516, Montana Code Annotated (MCA), this letter notifies you that DEQ has received the application.

The name and mailing address of the applicant are listed below:

The Truck Shop of Billings Inc
3146 N Frontage Rd.
Billings, MT 59101

The current MVWF in Yellowstone County needs to modify the existing boundaries of their license due to an MDT roadway project in the area. Currently, they are licensed to operate a wrecking facility on 8.46 acres at their current site. MDT is planning to acquire 1.68 acres of the property for a roadway project. The Truck Shop of Billings is planning to add a 2.876-acre parcel to their wrecking facility boundary. The legal description of the 2.876-acre expansion is G2 SUBDIVISION, S20, T01 N, R27 E, BLOCK1, Lot 2, (20)

Pursuant to Section 75-10-516(2), MCA, within 30 days of receipt of this notification, the governing body of the County may:

- (a) conduct a public hearing to determine whether the proposed facility will significantly affect the quality of life of adjoining landowners and the surrounding community, and
- (b) adopt a resolution in support of or in opposition to the location of the proposed facility and transmit a copy of the resolution to DEQ. DEQ may not grant a license to a facility that a governing body has opposed under this section of the law.

If I may be of any assistance, please contact me using the information below.

Sincerely,

Brady Christensen, CHMM
Motor Vehicle Recycling and Disposal Program
Phone: (406) 444-3048
Email: bchristensen@mt.gov

B.O.C.C Thursday Discussion

4.

Meeting Date: 10/30/2025

Title: Ostlund Building Update - 10/30/2025

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Finance - Ostlund Building Update - 10/30/2025

BACKGROUND:

Update on the Ostlund Building construction project and timeline.

RECOMMENDED ACTION:

Discuss

B.O.C.C Thursday Discussion

1.

Meeting Date: 10/30/2025

Title: Board Recommendation - Ashley Holeman to Historic Preservation Board

Submitted By: Erika Guy

TOPIC:

Board Recommendation - Ashley Holeman to Historic Preservation Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Discuss

Attachments

Board Recommendation



Yellowstone Historic Preservation Board

A certified local government (CLG)

Program representing four governing bodies:

**City of Billings
City of Laurel**

**Crow Tribe
Yellowstone County**

October 24, 2025

Re: Ashley Holeman as a board member

Dear Yellowstone County Commissioners:

On behalf of the Yellowstone Historic Preservation Board (YHPB), we are pleased to provide this letter of recommendation for Ashley Holeman to be appointed as a member of the YHPB.

Ashley brings a great deal of experience with her from her experience as a property manager overseeing historic buildings. This has helped her understand some of the needs of maintenance and preservation of old structures. She also has spent many hours as a volunteer at the Western Heritage Center. Her knowledge and commitment to history preservation will be a great addition to the Yellowstone Historic Preservation Board.

Thank you for your consideration in appointing Ashley Holeman as a member of the YHPB.

Respectfully,

A handwritten signature in blue ink that reads "Dave Green".

Dave Green
Historic Preservation Officer
Planning & Community Services Division
City of Billings

Board of County
Commissioner Yellowstone
County
Yellowstone Historic
Preservation Board
316 N 26th Street
Billings MT 59101

September 16, 2025

Dear Commissioners & YHPB,

I am pleased to recommend Ashley Holeman for consideration as a member of the museum board. Ashley has consistently demonstrated professionalism, dedication, and a genuine commitment to supporting the mission of cultural institutions.

I have had the privilege of working with Ashley outside of the museum and have witnessed firsthand her attentiveness, initiative, and leadership. She approaches complex projects with efficiency and thoughtfulness, ensuring both high-quality outcomes and strong collaboration.

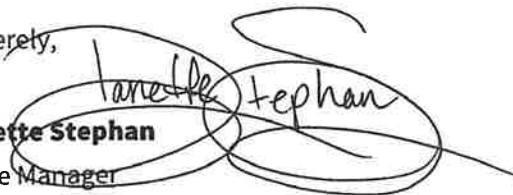
Ashley has also been an active volunteer for museum events, including *Holiday Playapalooza*, over the past several years. Her ability to foster a positive team environment, coupled with her knowledge of preservation efforts, makes her a valuable asset to any museum organization.

For any board seeking a motivated, team-oriented professional with a passion for preservation and community engagement, I wholeheartedly recommend Ashley Holeman. Please feel free to contact me if you require additional information.

Sincerely,

Danette Stephan

Office Manager



Regional History Museum
AAM Museum Accreditation
Educational Outreach
Gift Shop
Archives



Western Heritage Center
2822 Montana Avenue
Billings, Montana 59101
Phone (406) 256-6809
www.ywhc.org



BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

SEP 23 2025

NAME: Ashley Holeman HOME PHONE: (406) 696-8395
ADDRESS: 2812 2nd Ave N. WORK PHONE: (406) 794-2379
CITY: Billings STATE: MT ZIP: 59101
BUSINESS OR JOB: Regional Property Manager
E-MAIL ADDRESS: ashleyh@widmyercorp.com
BOARD OR COMMISSION APPLIED FOR: Yellowstone Historic Preservation Board

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

See attached sheet.

Why do you wish to serve on this Board or Commission?

Serving on the board would be an opportunity for me to give back to the city that raised me and to support the preservation of the places and stories that define who we are. I bring a hands-on perspective, a passion for local history, and a commitment to keeping it alive in meaningful and inclusive ways. I've seen firsthand how our historic places, stories, and traditions shape our identity and sense of belonging and I want to help continue and expand that kind of outreach.

Additional information that you feel is pertinent (attach additional sheets if needed):

I have a letter of recommendation from the Western Heritage Center.

Ashley Holeman 09/17/2025
Signature Date

Return application to: Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

OFFICE USE ONLY:			
APPOINTED:	YES ☐	NO ☐	DATE
TERM EXPIRATION DATE:			
(Circle one)			
ORIGINAL APPOINTMENT	REAPPOINTMENT	TERM NO:	